

Digital Banking Enrollment

E-SIGN DISCLOSURE AND CONSENT

Please read this E-Sign Disclosure and Consent (“E-Sign Consent”) carefully. You should print, download or otherwise retain a copy of this document and all other documents provided by electronic delivery.

You are not required to agree to the terms and conditions of this E-Sign Consent. However, if you do not wish to be bound by the terms and conditions of the E-Sign Consent, you may not access or use the Services provided under the Digital and Mobile Banking Agreement and Disclosure.

TVFCU is required by law, regulation or agreement to provide to you certain statements, notices, and other communications “in writing.” With your consent we can deliver these and other Communications (defined below) electronically. We also need your general consent to use electronic records and signatures throughout our relationship with you. This E-Sign Consent relates to all accounts you have now in the future, accounts for which you are an authorized signer, or accounts for which you otherwise have authority to receive information (“Account” or “Accounts”). This E-Sign consent also relates to all services for which Communications may be delivered relating to the Accounts.

Consent to Electronic Delivery of Statements and Other Communications

By consenting to enroll in electronic delivery of Communications, you are agreeing to electronically receive all of the types of Communications that we are able to provide in an electronic format. You may select your delivery preference for certain Communications that we may make available. The types of documents available electronically are subject to change, and if additional Communications become available in an electronic format, you agree to receive those Communications electronically. Your consent remains in effect until you give us notice that you are withdrawing it in accordance with this E-Sign Consent. You also agree that we do not need to provide you with an additional paper (non-electronic) copy of the Communications disclosed herein, unless specifically requested. We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

Communications to be Provided in Electronic Form

“Communications” include, but are not limited to, the following:

- This E-Sign Consent;
- All legal, regulatory, or other disclosures associated with an Account or service;
- All periodic statements for an Account or service, along with any notices (including change in terms) related to such statements that we include with paper statements;
- All other documentation relevant to an Account or service, including agreements, amendments, account opening documentation, fee schedules, billing statements, policies and procedures (including but not limited to our privacy policy), terms and conditions, authorizations, updates, notices, responses to claims, transaction history, etc.

- Documents related to the administration, management, investment, and distribution of Accounts or Services owned or used by trustees or other fiduciaries;
- Tax documents;
- Marketing materials; and
- Any other document or other information required to be provided “in writing” or that we otherwise provide to you in connection with your relationship with us.

Paper Delivery of Disclosures and Notices

You have the right to receive a paper copy of the Communications sent electronically. To receive a paper copy, please request it in one of the following ways: contact the credit union by phone: (800) 331-6268, or by coming into one of our office locations, or by written statement and mail to: 840 Hitching Post Drive, Green River, WY. 82935. The request must be made within a reasonable time of the electronic delivery of the Communication.

Withdrawal of Electronic Acceptance of Disclosures and Notices

You can contact us in any of the ways described in the preceding paragraph to withdraw your consent to receive any future Communications electronically. **In addition, the withdrawal of your consent to receive any future Communications electronically will mean that you may no longer access or use the Services provided under the Digital and Mobile Banking Agreement and Disclosure.**

Electronic Delivery of Communications

You may select your delivery preference for certain Communications that we may make available. Even if you select physical delivery, we may send the Communication to you electronically in certain circumstances such as during emergencies or in time-sensitive situations, etc. You can review, change and obtain more information about your delivery preferences in Digital Banking or through the mobile application. Please note that modifying your delivery preferences does not constitute a withdrawal of your consent to electronic delivery for the Accounts.

If, at the time of this E-Sign Consent, you are already enrolled in Digital Banking and you have already indicated delivery preferences for certain categories of Communications for existing Accounts or services, we will continue to honor such delivery preferences. If a new category of Communications becomes eligible for electronic delivery after the date of this E-Sign Consent, and you have elected electronic delivery for any existing category, we will pre-set your delivery preference to electronic delivery for the new category of Communications.

Communications may be delivered electronically to you in a variety of ways, but will primarily be provided through email, Digital Banking or via a third-party vendor (e.g., DocuSign). Communications may be delivered in a PDF format. In order to receive electronic Communications, you must provide your email address. It is your responsibility to provide and maintain current email contact information with us. You can update your email address on Digital Banking, by phone: (800) 331-6268, or my coming into one of our office locations. **TVFCU** is not responsible for any issues or liabilities arising from Communications sent to an invalid or inactive email address which you have provided.

Accounts with Multiple Owners or Authorized Persons

Each Account owner may provide an email address for the Account in connection with each owner's consent to receive electronic Communications. Only one account owner's authorization is required to enroll in electronic delivery. For purposes of electronic notification for paperless statements and other Communications on a joint or multiple owner Account, you agree that electronic notifications delivered to the email address of the Account owner who chooses electronic delivery will constitute delivery to all Account owners.

By accepting this E-Sign Consent you are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your accounts or services.

Requirements to Access and Retain Information

In order to receive and retain electronic Communications, you must provide, at your own expense, an Internet connected device that is compatible with our Digital Application and Banking products. Your device must meet the minimum requirements outlined below. You also confirm that your device will meet these specifications and requirements and will permit you to access and retain the disclosures and notices electronically each time you access and use the Digital Banking products.

To receive and retain electronic Communications from us, you state that you meet the requirements listed below to access the information:

- (1) You own or have access to a personal computer, or other device, which is capable of connecting to the internet.
- (2) This device has an internet web browser capable of supporting 128-bit encryption communication, and 128-bit SSL encryption.
- (3) You have software installed on this device which allows you to receive and view .pdf Adobe Acrobat files. A current version of Adobe Acrobat Reader is free and available at www.adobe.com.
- (4) To retain copies of any document, this device must have the ability to store .pdf Adobe Acrobat files

Electronic Signature

By accepting this Agreement, you agree that you are adopting the following as your "Electronic Signature" in accordance with the Electronic Signatures in Global and National Commerce Act and Other applicable laws in Wyoming: 1) clicking "I Agree" in connection with any Document; 2) by writing your signature via a mouse, finger, or stylus (depending on the signature style selected in the Digital Platform); and 3) by any other method permitted by Trona Valley FCU (TVFCU) to express consent or agreement to a Communication. In addition, you agree that your Electronic Signature shall have the same effect as if you had signed the Communication or electronic record in ink.

Electronic Retention of Records

You agree that TVFCU, at its option, may retain the E-Sign Consent and Communications in electronic format only. This includes documents pertaining to your loan, including your note and mortgage. If retained electronically, the electronic copy shall be considered an original.

Acceptance and Consent

- I have read, understand and agree to be bound by the terms and conditions contained in this E-Sign Consent, and consent to receive Communications via electronic delivery.
- I am able to download and review files in HTML or PDF format and meet the Requirements to Access and Retain Information, above.
- Certain Communications may be delivered to me in paper form and in the future some or all of these Communications may be made available for me to view electronically in accordance with this E-Sign Consent.
- My consent to receive Communications electronically continues until withdrawn in accordance with this E-Sign Consent.
- I may incur costs from my internet service provider or telephone carrier in accessing and/or viewing Communications.
- I am authorized to provide consent, as well as Electronic Delivery elections and instructions, on behalf of all co-applicants for, and co-owners of, any of my Accounts.
- We may also use electronic signatures and obtain them from you as part of our transactions with you.
- Communications provided along with my account statements contain important information or disclosures concerning my Accounts or services and I agree to review such Communications in a timely manner.

Definitions

The following definitions apply in this Agreement:

- A. "Account" means any one or more deposit or loan accounts or any other accounts you have with the credit union which you may use to access the Services.
- B. "Authorized Representative" refers to a person with authority (with respect to the account);
- C. "Bill Payment" or "Bill Pay" is the digital service that enables the scheduling of bill payments to third-parties from your eligible Account(s);
- D. "ISP" refers to your Internet service provider.
- E. "Mobile Device" means a supportable mobile device, including a cellular phone or other mobile device, that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages.
- F. "Mobile Banking" refers to the banking services accessible using a Mobile Device.
- G. "Digital Banking" is the internet-based service providing access to your Account(s).
- H. "Password" is the member-generated code selected by you for use during the initial sign-on, or the codes or other credentials you select after the initial sign-on, that establishes your connection to the Services.
- I. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Account.
- J. "Time of day" references are to Mountain Standard Time
- K. "User ID" is the identification code you utilize for your connection to the Services.

L. “We,” “us,” or “credit union” refer to Trona Valley FCU(TVFCU), which offers the Services, and which holds the Accounts accessed by the Services; and

M. “You” and “your” mean those who access the Services, any joint owners of accounts accessed under this Agreement, and any authorized users of the Services.

Digital and Mobile Banking Services

You may use your PC and/or select Mobile Device to access your Accounts. You must use your User ID and Password to access your Accounts. Digital Banking and Mobile Banking are accessible seven (7) days a week, 24 hours a day. However, the Services may be temporarily unavailable from time to time for maintenance. You will need a PC and/or Mobile Device and access to the Internet (World Wide Web). The online address for Digital Banking is www.tronavalley.com. You may also go to the Apple or Google store to download Trona Valley’s Mobile app. You are responsible for the installation, maintenance and operation of your PC and modem, Mobile Device, and/or other Internet connection device. The credit union will not be responsible for any errors or failures involving any telephone or other Internet service, your PC, or your Mobile Device. Digital and Mobile Banking services include, but may not be limited to:

- Obtain balance information for all of your Accounts.
- Review account balance, general information, and transaction history for your accounts.
- Transfer available funds from your Account to another Account at the credit union.
- Transfer available funds to or from your accounts at another financial institution.
- Obtain and review periodic Account statements.
- Make loan payments from your deposit Accounts.
- Set up recurring loan payments from an external account.
- Pay bills from your savings or checking Account using the Bill Pay Service.
- Communicate with the credit union using secure electronic messaging features.
- Enroll into and utilize functionality for text banking and alerts features.
- Obtain check copies or place a stop payment on personal checks.
- Change your User ID and Password.
- Update your address and other contact information.
- Manage Users to authorize a third-party to access Digital Banking.
- Submit travel notifications for your debit card.
- Manage your debit card (activate new cards, lock/unlock cards).
- Conduct other transactions permitted by us.

Digital and Mobile Banking Service Limitations

The following limitations on Digital and Mobile Banking transactions may apply:

A. Transfers.

We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

B. Account Information. The account balance and transaction history information may be limited to recent account information involving your Accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM transactions, Mobile Deposit transactions, and our Funds Availability Policy. Any transfer of funds after regular business hours

or applicable cutoff times may be posted to the Account on the following business day with an effective date of the date the transfer was made.

C. E-Mail. You may send an E-Mail communication to us through Digital Banking or as instructed on our webpage, www.tronavally.com. E-mail may not, however, be used to initiate a transfer on your Account or a stop payment request. The credit union may not immediately receive E-mail communications that you send, and the credit union will not take action based on E-mail requests until the credit union actually receives your message and has a reasonable opportunity to act.

D. Inappropriate Transactions. You warrant and agree that you will not use any Digital or Mobile Banking services or any other credit union Accounts or services to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement.

E. Other Agreements. You agree that when you use Digital Banking, you remain subject to the terms and conditions of the Related Agreements except as expressly otherwise stated herein. You also remain subject to the terms and conditions of any unaffiliated service providers, including, but not limited to, your ISP and Mobile Device carrier, and you acknowledge that this Agreement does not amend or supersede any of those agreements (“Other Agreements”).

F. You represent and agree to the following by enrolling in and/or using Digital Banking or Mobile Banking:

i. **Account Ownership/Accurate Information.** You represent that you are the legal owner or Authorized Representative of the Accounts and other financial information which may be accessed via Digital Banking and Mobile Banking. You represent and agree that all information you provide to us in connection with Digital Banking and Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Digital Banking and Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of any PC and/or Mobile Device you will use to access Digital Banking and Mobile Banking.

ii. **User Security.** You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Digital Banking and Mobile Banking. You agree not to leave your PC or Mobile Device unattended while logged into Digital Banking and/or Mobile Banking, and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. Except as may otherwise be required by law, if you permit other persons to use your Device, login information, or other means to access Digital Banking or Mobile Banking, you are responsible for any transactions they authorize, and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of Digital Banking or Mobile Banking is available for use in locations outside of the United States. Accessing Digital Banking or Mobile Banking from locations outside of the United States is at your own risk.

iii. **User Conduct.** You agree not to use Digital Banking or Mobile Banking, or the content or information delivered through those services in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Digital Banking or Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Digital Banking; (i) interfere with or disrupt the use of Digital Banking and/or Mobile Banking by any other user; or (j) use Digital Banking or Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

iv. **No Commercial Use or Re-Sale.** You agree that Digital Banking and Mobile Banking are only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Digital Banking and/or Mobile Banking, or resell, lease, rent or distribute access to Digital Banking and/or Mobile Banking.

v. **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the credit union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (i) a third-party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (ii) your violation of any law or rights of a third-party; or (iii) your use, or use by a third-party, of Digital Banking and/or Mobile Banking.

G. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. The credit union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

i. We may offer the option to log into the Mobile Banking Application ("Mobile App") using Touch ID, Face ID, or similar biometric identification functionality. You acknowledge that by enabling this functionality on your device, you will enable anyone who has a fingerprint or facial recognition data stored on your device to access your Accounts using the Mobile App. We strongly caution you against storing the fingerprints or facial recognition data of others on your device. If you do store this information and enable Touch ID or Face ID for the Mobile App, you acknowledge you are authorizing those individuals to review all of your account information and make account transactions. Therefore, we are entitled to act on resulting transaction instructions received by those authorized individuals, and you agree that the use of this authentication method will have the same effect as your signature authorizing transactions. Except as otherwise provided

by law, by enabling this access, you are responsible for all transactions these individuals perform while using your Mobile App, even those transactions you did not intend or want performed.

The credit union reserves the right to suspend or disable the Touch ID or Face ID feature at any time. Call us immediately at 800-331-6268 if you believe your device or authentication credentials have been lost, stolen, or compromised in any way or any unauthorized person has used or may use your credentials without authorization.

H. We may offer additional Digital Banking and/or Mobile Banking services and features in the future. Any such added services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Online and/or Mobile Banking services we offer without notice, except as may be required by law.

V. Alerts

A. **Automatic Alerts.** We may automatically send you email and/or text alerts based on your preferences when certain changes or other events occur such as when you change your Password or when a recurring transfer begins processing (“Automatic Alerts”). These Automatic Alerts help us to protect the security of your Digital Banking services.

B. **Subscription Alerts.** You may choose to sign up to receive certain email and/or text alerts related to certain accounts such as account balance alerts or non-sufficient fund alerts (“Subscription Alerts”).

C. **Alerts Information.** The following apply to both Automatic Alerts and Subscription Alerts:

i. While we do our best to provide timely Alerts with accurate information, you understand and agree that your Alerts may be delayed or prevented by a variety of factors that are outside our control. We do not guarantee the delivery or the accuracy of Alerts. We are not liable for any delays, failure to deliver, or misdirected delivery of any Alert; for any errors in the content of an Alert; or for any actions taken or not taken by you or a third-party in reliance on an Alert.

ii. We do not include your password or full account number in Alerts. You acknowledge and agree that Alerts are sent to you without being encrypted and that they may include your name and some information about your Eligible Account(s). Depending on the Alert, information such as your Account balance, Payee names, or transaction amounts may be included. Anyone with access to your email or text messages will be able to view the content of these Alerts.

iii. We provide all Alerts as a courtesy to you, and they are for informational purposes only. We reserve the right to terminate Alerts at any time without prior notice to you.

VI. Mobile Deposit

The Credit Union offers Mobile Deposit Services through a service provider. To apply for and enroll in our Mobile Deposit Service, you must agree to additional terms and conditions of service, which are in addition to those contained in this Agreement. You may review those additional terms and conditions of service when you enroll in and use our Mobile Deposit Service.

VII. Bill Pay

The Credit Union offers Bill Pay Services through a service provider. To apply for and enroll in our Bill Pay Service, you must agree to additional terms and conditions of service, which are in addition to those contained in this Agreement. You may review those additional terms and conditions of service when you enroll in and use our Bill Pay Services.

VIII. External Transfer Service

A. Enrollment, Access, and Types of Transfer Requests. Within Digital Banking you may separately enroll for the External Transfer Service. External Transfers are outbound and inbound electronic fund transfers that allow you to move funds between one of your eligible Accounts with us and a registered account owned by you at another financial institution (each an “External Account”). Some accounts may not be eligible for use of the External Transfer Service.

You will need to enroll and verify each External Account that you wish to use for External Transfers. We may allow you to link External Accounts that you own or for which you have unlimited authority to initiate deposits and withdrawals. By linking an External Account, you authorize us to initiate automated clearinghouse (ACH) debit or credit entries to such External Accounts.

The credit union is under no obligation to you, or any other person, to verify or confirm your identity, registration information, or your ownership of the External Account, or to confirm that your credit union Account and the External Accounts are held in the same name and/or legal capacity. By linking an External Account, you represent and warrant that you are an owner or authorized on the External Account with unlimited withdrawal or deposit rights on the depository institution’s records to originate transfers to or from the External Account. You agree to provide us with true, accurate, current, and complete written documentation evidencing your identity and your ownership or unlimited authority regarding such External linked Accounts, as applicable, on our request. You agree not to misrepresent your identity or your account information. You are required to notify us if any external linked account is closed, or your withdrawal rights are limited or removed so such External Accounts may be un-linked from Digital Banking. You acknowledge that all transactions involving External Accounts must comply with applicable law.

There are three types of transfers available for the External Transfer Service: (1) a one-time transfer for which processing shall be initiated that day, (2) a one-time transfer for which processing shall be initiated at a later specified date, and (3) a recurring series of transfers for which processing shall be initiated on the specified dates. The External Transfer Service may also be utilized to set up these types of transfers to make loan account payments using an External Account.

You acknowledge that the origination of ACH transactions to or from External Accounts must comply with the provisions of U.S. law and that you represent and warrant that you are authorized to conduct transactions on all accounts involved in the transfer. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of the External Transfer Service will be verified in accordance with our procedures. If you fail to follow our verification process, or if the information you provide is

insufficient to validate your ownership of the External Account for any reason, you will not be permitted you use the External Transfer Service.

To verify an External Account, you authorize us to make and reverse a small (\$1.00 or less) deposit to the External Account. You agree that we are not responsible for any overdraft, insufficient funds, or other fees that result solely as a result of your failure to make at least \$1.00 available for transfer.

B. Means of Transfer

The External Transfer Service is available for funds transfers to verified accounts in the United States only and transfers are made in U.S. dollars only. You understand the credit union has a variety of banking channels and means by which to make these transfers. In most cases we will use the ACH Network to execute your requests, however we specifically reserve the right to utilize other methods of transfer.

You agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Network Rules as published by the National Automated Clearinghouse Association (NACHA), and the Federal Reserve Banking System. You agree not to affect any funds transfers from or to an account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, to rules or regulations designated to prevent the transfer of funds in violation of OFAC regulations. You further expressly agree not to originate any transactions which violate the laws of the United States of America.

We reserve the right to terminate or suspend your access to the External Transfer Service should you be in violation of any of the applicable rules and regulations governing the ACH Network, including but not limited to the NACHA Operating Rules.

C. Scheduling, Business Days, and Delayed Processing

The cutoff time for initiating transfers is 2:00 PM Mountain Standard Time. The expected posting and delivery schedule will be reflected within the External Transfer Service screens at the time you request the transfer. Funds requested to be transferred will be debited or credited to the External Account according to the receiving financial institution's availability and transaction processing schedule. Once a transfer is made to another financial institution, we will have no further responsibility or liability for the deposit or withdrawal of such funds.

Transfers are typically processed Monday through Friday, excluding Holidays. If the scheduled transaction date is a weekend or Holiday, the transfer will be initiated on the next business day.

You agree that we may delay processing of your transfer to allow time for further review if we believe there is an elevated risk of fraud or unauthorized use. If your scheduled External Transfer is selected for review, it will be delayed until such time we can complete authentication procedures which may include verifying your ownership of the External Account with the external financial institution, verbally verifying the details and circumstances of the transfer with you, and/or obtaining documentation from you regarding your account ownership at the external financial institution. Your cooperation will enable the credit union to more quickly complete such a review. If a review cannot be completed in a timely manner, or if it is determined that fraud or unauthorized use is possible, the transaction may be cancelled by the credit union.

D. Cancelling Scheduled Transfers. In general, External Transfers (either one-time or recurring) can be cancelled prior to the cut-off time (2:00 PM Mountain Standard Time) on the business day they are scheduled to be processed. However, if the External Transfer's status is approved, you can no longer cancel it. Immediate transfers cannot be cancelled via the Service once the transfer has been processed. You waive all liability or damages for any payment made before we have a reasonable opportunity to act on your termination notice.

E. Transfer Limits and Service Termination. There are limits to the amount you can transfer using the External Transfer Service. The External Transfer Service screens will notify you if you attempt to exceed a limit. Your limits may be adjusted from time-to-time at our sole discretion.

At our sole discretion, we may terminate your use of the External Transfer Service (including the cancellation of scheduled future transfers). Reasons for service termination may include the following:

- i. Any of your Accounts with us are not current or are not in good standing.
- ii. You have had any prior External Transfer involving accounts at other financial institutions cancelled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.
- iii. You attempt to use the External Transfer Service to transfer funds between your consumer and non-consumer/commercial accounts or to otherwise transfer between accounts that do not directly share common ownership.
- iv. We suspect fraud or unauthorized use has or may occur with respect to your Account(s) with us or with respect to any External Transfer(s).

F. External Transfers and Available Funds. You agree to have available funds on deposit in the Account you have designated in amounts sufficient to pay for all External Transfers requested, as well as any other payment obligations you have to us. If sufficient funds are not available on the scheduled date of transfer, we may elect not to initiate your transfer request. If an External Transfer transaction processes against any uncollected deposit, uncollected balance, or otherwise insufficient available funds in your Account, you remain responsible for the balance of such transfer and your Account will be assessed and charged the appropriate overdraft, returned item, or non-sufficient funds fees. See our current Schedule of Rates and Fees for the current amounts of these charges.

G. Authorized Persons. You accept responsibility, to the extent permitted by law, for any unauthorized External Transfer requests made using your Password or other authentication method.

To avoid liability for losses related to the External Transfer Service, **never provide your Digital Banking login credentials or multi-factor authentication code to a third-party, never enter External Account information or trial deposit information based on a third-party's instructions, and never allow funds to be transferred to or from an account not owned by you.**

H. Loan Payments. The External Transfer Service may be utilized to make or schedule payments on your loan accounts at TVFCU. When using the External Transfer Service to make or schedule loan payments, you authorize the credit union to electronically debit your External Account (and if necessary, to electronically credit your External Account to correct erroneous debits) at the external financial institution in order to make a payment on your TVFCU loan as specified when using the External Transfer Service.

You understand and agree that the following terms apply to this authorization:

- i. Your account at the external financial institution will be debited (charged) and funds will be credited to your TVFCU loan account.
- ii. You understand and acknowledge that it is your responsibility to ensure that sufficient funds are on deposit in your account on your loan payment scheduled date to make the payment as scheduled. In the event that funds are not available in your account and the entry is returned, TVFCU may impose a return or reversal/void fee and it is your responsibility to re-initiate the transaction or make a payment by other means.
- iii. If the date scheduled for the External Transfer falls on a weekend or a Holiday, your transaction will occur on the next business day.
- iv. You understand that payments scheduled for the same day or next day may still take 2-3 business days to process.
- v. In some circumstances, depending on the provisions of the loan, the loan payment due may vary. If recurring payments are scheduled, you understand and acknowledge that it is your responsibility to update the payment amount to reflect the amount due, if applicable. The amount scheduled to be paid will not update automatically based upon changes in the actual amount due.
- vi. TVFCU is relying on the information you enter into the External Transfer Service. If the information is incorrect, the debit may be returned, which could result in your payment being late.
- vii. If any payment is denied, rejected, or reversed for any reason, that payment will be reversed on your loan and you will be responsible for making payment to the credit union separately.

I. Information Relied Upon by the Credit Union. You acknowledge and agree that we are relying upon the information you provide in originating a transfer on your behalf. Errors in the information are your responsibility, including incorrect or inconsistent account names, numbers, ABA information, or the name of financial institution holding your External Account. You understand and agree if your instructions identify an External Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand some financial institutions holding your External Accounts may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and account numbers in this or any other instance.

J. Transfer and Related Fees. You agree to pay all transfer and related fees as published from time to time in our Fee Schedule.

K. Your Responsibility for Errors. You understand that we must rely on the information provided by you and you authorize us to act on any transfer request or instruction which has been or reasonably appears to have been sent by you. You understand financial institutions receiving the transfer instructions may rely on such information. We are not obliged to take any further steps

to confirm or authenticate such instructions and will act on them without getting further confirmation. You also understand if you provide us with incorrect information, or if there is any error in your transfer request or other instruction, we will make all reasonable efforts to reverse or delete the transfer request and/or instructions; but you accept full responsibility for losses resulting from any errors, duplication, ambiguities, or fraud in the information you provide. You agree not to impersonate any person or use a name you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

L. The Credit Union's Liability. If we fail to timely initiate a transfer request or other instruction, causes an incorrect amount to be removed from an account, or causes funds from an account to be transferred to any account other than the account specified in the applicable transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account. However, we shall not be responsible where the failure is the result of another financial institution's system. Except as may be otherwise required by law, we shall not be liable for any losses and damages other than those arising from our gross negligence or willful misconduct. We shall not be liable under any circumstances for any losses or damages if, through no fault of ours, you do not have sufficient available funds to make the transfer and the transfer is not completed, is later reversed, if your financial institution does not permit the transfer, or the transfer would exceed the credit limit on any applicable overdraft line.

We are not responsible for any losses or damages incurred where circumstances beyond our control prevent us from making a transfer or if our website was not working properly and you knew about the breakdown when you initiated the transfer.

M. Suspension and Reinstatement of ETS. In the event the credit union, at any time, incurs a problem with your use of the External Transfer Service, including without limitation, a failure to debit any of your accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy we may have under these terms and conditions or otherwise, we reserve the right to suspend your use of the External Transfer Service, immediately, and without prior notice to you. You understand and agree such action is reasonable for the credit union to take in order to protect itself from loss.

IX. Authorization of Account Access to Third-parties

Within Digital Banking, the Manage Users functionality enables you to authorize a third-party to access and act on your Accounts. If you are a personal user of Digital Banking, any third-parties to whom you grant access will have full access and transactional authority on this site. Commercial users may have more ability to set access levels and transactional authority. You agree that you will never share your personal User ID and Password with a third-party. When you grant access to a third-party, the credit union shall be entitled to rely on this authority until it is revoked by you, and the credit union has had reasonable opportunity to act.

Except as otherwise provided by law, you are responsible for (and we have no liability to you for) any payments, transfers, or other transactions performed on any Account through the Services that are made by an authorized third-party user utilizing the access you have assigned. You agree that

all activity and transactions conducted through the Services by authorized third-party users will be considered authorized transactions

X. Card Controls

Card Controls are a service provided through Digital Banking that allows you to control certain features on your debit card associated with your Account(s). From time to time, we may make additional Card Control features available to you.

Currently, we offer the ability to lock or un-lock your cards or to limit the ability to complete certain transaction types using your cards. You may use this feature to lock and un-lock your card from authorization requests. When you lock your card, subsequent transactions will be declined. When you un-lock your card, you understand that you are restoring access to your card and the limits will be restored to the standard default limits established by the credit union. Any account owner or authorized user with access to the Account through the Digital Banking service can activate or de-activate the card lock service on any card associated with your Account(s).

XII. Member Liability

Except as otherwise required by law, you are responsible for all transfers you authorize using the Online and Mobile Banking Services under this Agreement.

If you believe your access codes have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact the Credit Union immediately.

Please refer to the EFT Agreement and Disclosure provided in the Member Handbook for important information concerning their liability for electronic transactions and error resolution procedures.

XIII. Non-Consumer Accounts

A. Authorization. If you are a non-consumer, any authorized user is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time to time;
- access each Account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- use any Digital Banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

You represent that each individual who has been granted access to Digital Banking and/or Mobile Banking has general authority from your organization to give instructions within the access capability associated with their access codes (including general authority over the movement of your organization's funds and over accounts with TVFCU). You acknowledge and agree that TVFCU has full authorization from your organization to rely and act upon instructions identified by such access codes, including such persons who may not be signers on your account.

B. Security and Liability.

Once you have accessed and/or registered for the Service, your personal computing device may be used to obtain information about your Accounts and perform transactions on and make transfers between your Accounts. You are responsible for maintaining the security of your device and you are responsible for all transfers and payments made. The Service will display sensitive information about your Accounts, including balances and payment/transfer amounts. Anyone with access to your personal computing device may be able to view this information.

In order to prevent misuse of your accounts through the Service, you agree to protect all Login Codes associated with your accounts and the Service, and to monitor your accounts on a daily basis. In addition to protecting your Login Codes and other account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with other account information may allow unauthorized access to your accounts. You are also responsible for protecting and securing all information and data stored in your personal computing device, including but not limited to the use of a security code or other such locking mechanism that may be available to you for your use on your personal computing device in order to prevent others from accessing the Service.

We are not liable for any damages or disclosure of information to third parties due to your inability to ensure the security and integrity of your account and transactions when using Mobile Banking. Notwithstanding our efforts to make Mobile Banking secure, you acknowledge that the Internet is inherently insecure and that certain types of mobile communications (such as text messages) are not encrypted and can potentially be read by others.

You acknowledge and agree that TVFCU has no obligation to confirm the identity or authority of any person using your Login Credentials. Accordingly, the Login Credentials that you use to gain access to TVFCU's Digital Banking should be kept confidential and must not be disclosed to any person whom you do not authorize to access our account information.

To avoid unauthorized access to your personal or financial information, you agree to adopt all reasonable security measures in using TVFCU's Digital Banking, including, but not limited to the precautionary steps listed below:

- Do not reveal your Login Credentials to anyone else;
- Avoid selecting Login Credentials based on personal information that may be determined or accessible by others such as names, birthdays, addresses, or that are similar to your other existing passwords, PINs, or security credentials;
- Do not leave your computer unattended when connected to the Service;
- After completing any activities, exit the Service by properly logging out;
- After completing any activities, you should secure or erase any files that may exist in a non-encrypted on your device to prevent unauthorized access;
- Do not send any personal, financial or account information by Internet , as messages sent in this manner are sent outside areas of the website using encryption;
- You will verify that your online session is encrypted with 128-bit SSL encryption;
- Check your account regularly and immediately report any suspicious activity to TVFCU. Early detection is critical;
- Avoid downloading "free" software; downloads are a common source of "spyware" infections. Scan your PC and/or other Mobile Device with your anti-virus software on a regular basis to check for new viruses or spyware that may have been missed initially;

- Fraudsters may use official-looking e-mails and websites to lure you into revealing confidential financial information. The messages appear to be from trusted banks, retailers, or other companies. Be suspicious of any e-mail with urgent requests to “verify account information.” When in doubt, call the sender directly and validate the message. The safest measure is not to click on links received via e-mail from anyone.
- Make sure you access the site directly at www.tronavalley.com instead of clicking on links in e-mails that may be disguised as TVFCU;
- Only download apps from trusted App Store.

XIV. Business Days

Our business days are Monday through Friday, excluding holidays.

XV. ACCOUNT RATES AND FEES

We pay account earnings and assess fees against your account as set forth in the Truth-in Savings Disclosure and Fee Schedule. We may change the Truth-in-Savings Disclosure or Fee Schedule at any time and will notify you as required by law.

XVI. Transaction Documentation

Transfers and withdrawals transacted through Electronic Services will be recorded on your periodic statement. You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

XVII. Governing Law. You understand and agree that this Agreement and the disclosures herein, and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Wyoming, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Wyoming