

Radiant Credit Union eBanking Agreement and Disclosure

Rev. 03/27/2024

By using your eBanking user ID or authorizing any other person to use your eBanking user ID to access the online banking services at Radiant Credit Union, you agree to the terms and conditions of the eBanking and Mobile Banking Agreement and Electronic Funds Transfer disclosure below.

1. Terms of Agreement

In the following Agreement and Electronic Funds Transfer Disclosure:

The singular includes the plural;

"eBanking" means the banking services accessible on a computer through a traditional internet connection

"Mobile banking" means banking service utilizing cellular and mobile devices;

"RCU" means Radiant Credit Union;

"you" and "your" means each person who uses the eBanking user ID, including any other authorized person to use the eBanking user ID;

"Account" means any and all deposit and share accounts owned by any of you;

"Line of credit" means any and all lines of credit issued by RCU to any of you;

"Loan" means any and all loans extended by RCU to any of you; and

"eBanking user ID" means your eBanking personal identification code.

You agree to pay all charges to your account, line of credit and/or loan made by you and by persons authorized by you to use your user ID and password. You agree to pay any fees and charges assessed against your account, line of credit and/or loan under the terms of this agreement, the fee schedule and any other agreement with RCU. If you do not pay any amounts owing to RCU under this Agreement (including any overdrafts on your account), you authorize RCU, in its sole discretion, to add any amount owing to RCU to the balance of any loan or line of credit you have with RCU.

You agree to indemnify RCU for any amounts, including but not limited to expenses, court costs and attorney fees, incurred by RCU in the event of overdraft or your failure to perform according to the provisions of this Agreement. You agree to hold RCU harmless for any failure of the RCU eBanking or Mobile Banking system due to electronic, mechanical or similar problem beyond the control of the RCU.

This agreement is governed by the Bylaws of RCU, federal laws and regulations, the laws and regulations of the State of Florida and local clearing house rules, as amended from time to time. Any disputes regarding this Agreement shall be within the jurisdiction of the court of the county in which the RCU's principal place of doing business is located (currently Alachua County).

2. Electronic Communication

When you enroll in Radiant CU eBanking, you will have access to our Message center via Account Services, our secure message system for secure message exchange. You must designate a primary email address during enrollment or by using the User Profile section, which will be used for notification of receiving communication from us. We may, if you use our Alerts feature or to verify a request made by you via Radiant CU eBanking, send account information to the email address(es) you designate. Sensitive information such as account numbers will be partially shown (masked). Other than Alerts and verification emails, we will not send you any confidential information about your deposit and loan accounts via the public Internet as it is not necessarily secure. We strongly suggest that you do not send us any confidential information via the public Internet as it is not secure.

Any electronic communication you send to us is important and will be processed in a timely manner. However, responses may take several days depending upon the nature of your request and the other incoming messages received. You should not rely on email if you need to communicate with us on an immediate basis. We, therefore, strongly suggest that you report all matters requiring immediate

attention (for example, reports of alleged unauthorized access, transfers or errors) to us by calling us at 352-381-5200. We may, however, require you to provide us with written confirmation of any verbal notice of alleged error.

We will not send you email requesting confidential information such as account numbers, PINs, or passwords. If you receive such an email purportedly from us, do not respond to the email and notify us by calling 352-381-5200 or forwarding (including header information) the email to ask@radiantcu.org.

3. Agreement and Acknowledgement

By using Radiant CU eBanking, you acknowledge that you have received and understand the terms of this Agreement and agree to be bound by all of the provisions of this Agreement and by all of the agreements incorporated herein by reference that also govern your account with us. These Agreements may be amended from time to time and we will provide notice of such changes to you as may be required by Applicable Law.

4. Security and Protection of Your Account

You will need a personal computer and access to the Internet through an Internet provider. Mobile banking requires a cellular phone or mobile device with access to the Internet. You are responsible for installation, maintenance and operation of your computer. RCU accepts no responsibility for any errors or failures involving any telephone service, Internet service provider, or your computer or mobile device. We are committed to protecting the security and confidentiality of information about you and your account(s). We use sophisticated technology in the design and ongoing development of the Radiant CU eBanking. We use several different security methods to protect your account information:

- You can only access Radiant CU eBanking with certain browsers that have high security standards and we are confident that your account access is safe as long as you use safe computing standards.
- If we do not recognize your device, we will ask you for additional authentication information to verify your identity at login and during high risk transactions.
- Radiant CU eBanking will automatically log off if prolonged periods of inactivity occur to prevent unauthorized access.
- Data passed from us to your device is encrypted to ensure confidentiality of your account information.
- Your interactions with and data generated by your use of our Online Banking service is subject to monitoring, recording and retention by us. Such use is for several purposes, including but not limited to quality control and user authentication.

5. Your User ID and Password

To access your account, line of credit, or loan using eBanking or mobile banking, you must use your user ID. You will generate a unique user ID and password when you enroll in the eBanking services. Your user ID and password are exclusively for your use. This user ID and password will also be used to access mobile banking. In addition to your eBanking user ID, RCU may, in its sole discretion, impose additional authentication requirements to help maintain the security of eBanking. Additional authentication requirements may include, but are not limited to, challenge questions and responses. Because of the ever-changing nature of fraud, RCU may add or delete authentication requirements in its sole discretion without prior notice to you. RCU may, in its sole discretion, reject any attempt to access eBanking if such attempt fails any authentication requirement. While authentication requirements will enhance the security of eBanking, RCU can provide no guarantee or warranty that eBanking is fully secure.

You will hold your user ID and password in strict confidence. You also agree to never leave your device unattended while using Radiant CU eBanking and always exit securely by selecting "Logout" after using Radiant CU eBanking. You will notify RCU immediately of the loss or theft of your user ID and password. If RCU receives such notice, RCU may, in its discretion, freeze your account, line of credit or loan to prevent further electronic access. RCU may, at its discretion, reissue and reactivate a new eBanking user ID and password for your use.

You may change your user ID or password at any time using the User Profile section of the Radiant CU eBanking.

Your user ID and password identify and authenticate you to us when you use Radiant CU eBanking. You authorize us to rely on your user ID and password to identify you when you use Radiant CU eBanking, and as authorization for any transaction and transfer made using Radiant CU eBanking.

You acknowledge and agree that you are responsible for all transactions and transfers you make using Radiant CU eBanking. You also acknowledge and agree that, if you permit another person or persons to use Radiant CU eBanking or give them your user ID and password, you are responsible for any transfer that person makes from your account. You agree that we may comply with transfer instructions entered by any person using your user ID and password, subject to the terms set forth more fully below in section 6 of this Agreement.

Delivering your user ID and password to another person constitutes authorization of that person to conduct any eBanking transaction or inquiry on your account, line of credit and/or loan using eBanking. You shall be liable for all authorized eBanking transactions. If you fail to maintain the security of your user ID and password, and RCU suffers a loss, your eBanking services will be immediately terminated. You agree to be liable to RCU for any liability, loss or expenses that RCU incurs as a result of any dispute involving your accounts or services. You authorize RCU to deduct any such liability, loss or expense from your account without prior written notice to you.

Authorized use of the user ID and password for any eBanking transaction is an order by you for that transaction on your account, line of credit and/or loan. Transactions will be posted to account, line of credit and/or loan on the business day the transaction is conducted.

6. Types of Available Services, Transactions, and Transfers

You may perform the following activities with Radiant CU eBanking:

- **Account Inquiry.** You may view account information (such as balances, transaction history and rate information) and view transactions for deposit and loan accounts. Availability to review accounts may be limited by account type or account permissions.
- **Account Aggregation.** You may elect to aggregate your accounts at other financial institution to your Radiant digital banking profile. This will allow you to view the balances and transactions with the other financial institutions.
- **User Profile.** You may manage user profile information in Radiant CU eBanking such as user ID, password, security information, account display elections, address changes, phone number, and email address information with the credit union.
- **Statements and Notices.** You will have access to view your statements, notices and tax forms within Radiant CU eBanking upon acceptance of the eSign disclosures.
- **Open Accounts and Apply for Loans.** You may open additional deposit accounts and apply for loans through Radiant CU eBanking.
- **Alerts.** You may set alert messages for certain circumstances. An e-mail notification will be sent to you for your subscribed Alerts at the designated e-mail addresses you provide through either the User Profile or Alerts. Examples of alert notifications are if your account balance is above or below a specified threshold or if a specified check number has been paid against your Account.
- **Messages.** You may send and receive secure messages to communicate with RCU regarding your services and support needs.
- **Review Cleared Checks.** You may view and print both front and back of available digital images of checks that have been paid on your deposit accounts.
- **Account Services.** You may request services such as stop payments, statement and check copies and additional services through Radiant CU eBanking.
- **Transferring Funds.** You may transfer funds between eligible deposit and loan accounts you are authorized to access. If eligible, you may transfer funds to and from your credit union accounts and your own accounts at other financial institutions. If eligible, you may transfer funds to and from your credit union accounts to accounts belonging to others at other financial institutions.

- **Bill Pay.** Upon acceptance of the Bill Pay Terms and Conditions, you may make payments or pay various third parties from your payment account. You must have an eligible Share Draft Checking Account to use the Bill Pay Service. Your ability to make certain payments or pay certain third parties may be prohibited. The payee of a Bill Pay payment will not receive payment for as many as seven business days after the payment order is processed by us. Any Bill Pay payment received by us after 3:00 p.m. on a business day or on a non-business day will be processed by us the next business day. Your Share Draft Checking Account must contain sufficient, available funds at the time the Bill Pay payment order is initiated for the payment order to be processed. We shall have no liability for any special, indirect or consequential damages arising from any failure of or error in any Bill Pay payment order.
- **Mobile Banking Application.** You may download the Mobile Banking Application allowing access to many of the same services and features available in the desktop version of Radiant CU eBanking. You understand and acknowledge that to use this application you must be an Apple® iPhone®, iPad®, iPod touch® or Android TM customer.
- **Mobile Deposit.** You may deposit checks to your accounts through the Mobile Banking Application. Refer to Mobile Deposit terms and conditions within the Mobile Banking Application.

7. Limitations on Types of Services, Transactions and Transfers

- You have a limited number of attempts to enter your user ID and password before the system will prevent access.
- We may set limits on the length of time per user session.
- Normal system maintenance and testing may cause the system to be unavailable on a periodic basis.
- The dollar amount of any transactions may be limited by the amount of money available in any one of the deposit accounts or line of credit accounts.
- We may set limits on the total dollar amount of any one transaction.
- We may set limits on the number of transactions done in a particular time frame.
- We have the right to review each transaction before it is considered to be final. All transactions are subject to regulatory restrictions which normally apply in the financial services industry.

8. Alert Services

Our alerts service enables you to receive notices from time to time concerning available balance information and other issues relating to your account(s). By signing up to receive one or more of the notices that are offered by the alerts service, you acknowledge that you are aware of and agree to abide by the following terms and conditions:

- The alerts service allows you to request and receive e-mail messages about your accounts with us. We send alerts to you based upon the instructions you provide to us. The e-mail address(es) you provide are neither reviewed nor verified by us prior to or following activation of the alerts service. You hereby acknowledge and accept that each alert is sent to you without being encrypted and may include your name and information pertaining to your account(s).
- You acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your internet service provider(s) and other factors outside of our control. We neither guarantee the delivery, nor the accuracy of the contents, of each banking alert. You agree to not hold Radiant Credit Union, its directors, officers, employees and agents liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an alert; (b) inaccurate or incomplete content in an alert; or (c) your reliance on or use of the information provided in an alert for any purpose.
- We provide this service as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or loan account to which it pertains. We reserve the right to terminate alerts service at any time without prior notice to you. Nothing contained

herein shall amend, supersede or nullify anything contained in any other agreement you have made with us.

9. Disclosure of Credit Union's Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time, or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the transfer would exceed the credit limit on your overdraft line;
- If the terminal or system was not working properly and you had been notified of or otherwise knew of such breakdown when you initiated the transfer;
- If circumstances beyond our control (such as fire or flood, telecommunications outages, or power failures) prevent the transfer, despite reasonable precautions that we have taken;
- If your computer fails or malfunctions or the internet service provider was not properly working, or an error was caused by a system beyond the control of RCU, such as your internet service provider;
- If the funds in your account are subject to an administrative hold, legal process, or other claim;
- If you use the wrong access code or you have not properly followed any applicable computer, internet, or RCU instructions for making transactions.

There may be other exceptions stated in our agreement with you.

10. Contact in the Event of Unauthorized Use

If you believe your user ID or password has become known or has been used (or may be used) without your permission, call us immediately:

352-381-5200 or 877-786-7828

Or write to us at:

Radiant Credit Union
Risk Management
4440 NW 25th Place
Gainesville, FL 32606

The security of your user ID, password and security question answers depends largely upon the degree of care and vigilance that you exercise. We have employed recognized security standards to avoid compromising the security of user IDs, passwords, and confidential data at the host level in our offices. If you, the member, disclose your user ID and password you will be liable for ALL such unauthorized transactions made possible by your disclosure to the extent described below.

Tell us AT ONCE if you believe user ID and/or password have been lost, stolen, or compromised.

Telephoning is the best way of keeping possible losses to a minimum. You could lose all of the money in your account, plus your maximum line of credit. If you notify us within two (2) business days, you can lose no more than \$50 if someone used your user ID and/or password without your permission. Notify the Credit Union even if you only suspect that our user ID and/or password have been lost, stolen, or compromised.

If you do not notify us within two (2) business days after you learn of such loss, theft or compromise of your user ID and/or password, and we can prove that we could have prevented the unauthorized use of your user ID and/or password or other means to access your account if you had notified us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement containing the unauthorized activity was sent to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

11. In Case of Errors or Questions about Your Radiant CU eBanking

In case of errors or questions about your Radiant CU eBanking, you should notify us as soon as possible via one of the following:

Telephone us at 352-381-5200; or

Send us a secure message through Account Services, Messages; or

Write us at:

Radiant Credit Union
4440 NW 25th Place
Gainesville, FL 32606

If you think your statement is incorrect or you need more information about a Radiant CU eBanking transaction listed on the statement, we must receive notice from you no later than sixty (60) days after the FIRST statement was sent to you on which the error appears. You must:

- Tell us your name and account number;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and
- Tell us the dollar amount and date of the suspected error.
- It will be helpful to us if you also give us a telephone number at which you can be reached in case we need any additional information.
- If you tell us orally, we may require that you send your complaint in writing within ten (10) business days after you have notified us. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to investigate your complaint or question following the date you notified us. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account.
- For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will provide you the results within three (3) business days after completing our investigation. If it is determined that there was no error we will mail you a written explanation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you, if we find an error did not occur.

12. Disclosure of Account Information

In order to protect your privacy, we will not disclose any information to third parties about you, including e-mail addresses, your accounts or the transfers you make, except in the situations noted below. We will disclose such information:

- Where necessary for completing transfers or payments, or to resolve a problem related to a transfer or payment
- In order to verify the condition and existence of your accounts for a third party, such as a credit bureau or merchant
- To persons authorized by law in the course of their official duties
- To a consumer reporting agency as defined by Applicable Law
- In order to comply with government agency or court orders, such as a lawful subpoena
- To third parties that assist us in providing Digital Banking products and services
- To our employees, auditors, examiners, service providers, attorneys or collection agents in the course of their duties
- As disclosed in our Privacy Policy

13. Information Collected while Using the Application

While using Zelle®, to use the QR Code feature, with your prior permission, Radiant may collect or access pictures and other information from your device's Contacts, Camera, and Photos.

Any information collected is used to provide features of the Zelle® service and/or to improve and customize the user experience. The information may be uploaded to our servers, or it may be simply stored on your device.

You can enable or disable access to this information at any time, through your device settings.

14. Related Agreements

Your accounts linked to Radiant CU eBanking will also be governed by the agreements, disclosures and other documents provided to you in connection with the opening of your Account(s), as they may be amended from time to time. If you have overdraft plan accounts that are linked to your Account, they continue to be governed by the applicable agreements you have with us.

Except as inconsistent with the Agreement, use of eBanking is subject to the terms and conditions of your account agreements, line of credit agreements, and loan agreements as amended by RCU from time to time, which are incorporated by reference herein. Changes in the terms and conditions of your account agreements, line of credit agreements and loan agreements may affect the use of eBanking.

15. Termination Radiant CU eBanking

We reserve the right to terminate your use of Radiant CU eBanking for any reason, including inactivity, and at any time, without notifying you. You have the right to terminate your use of Radiant CU eBanking by calling us at 352-381-5200, or by writing to us at:

Radiant Credit Union
4440 NW 25th Place
Gainesville, FL 32606

Any termination of your use of Radiant CU eBanking, whether initiated by you or us, will not affect any of your or our rights and obligations under this Agreement which have arisen before the effective date of such termination.

You may terminate your use of eBanking by mailing or delivering written notice to RCU. However, your notice will not take effect until RCU receives your notice and has a reasonable opportunity to act upon it. In any event, your notice will not be binding on RCU before midnight of the RCU business day following the receipt of such notice by RCU.

16. Amendments or Changes to the Service or Agreement

We reserve the right, from time to time, to amend this Agreement or change the features or services offered by Radiant CU eBanking, at our sole discretion. In instances where such changes will have an adverse impact upon you, or we are otherwise required by Applicable Law or regulation, we will send you written or electronic notice about the change at least twenty-one (21) calendar days prior to the effective date of any such change. If however, the change is made for security purposes, the change will be implemented without any notice to you.

If any such required advance notice is returned to us as undeliverable, because of a change in your contact information which you have not notified us, or any other reason which is not our fault, the changes described in that notice are still binding on you. If you do not agree to the changes, you may terminate this Agreement in accordance with the terms of this Agreement. You will be deemed to accept any changes to this Agreement if you continue your enrollment in, or use of Radiant CU eBanking, after the date on which the changes became effective.

This agreement may be amended by RCU, at any time, at our discretion. You will receive notice of amendments as required by applicable law without restatement of the terms herein.

17. Charges and Fees

There is no monthly maintenance fee for Radiant CU eBanking. There may be incidental charges and fees associated with the Radiant CU eBanking, such as those identified in the Schedule of Fees located on www.radiantcu.org, including, but not limited to, fees and charges you initiate by requesting stop payments, check copies, or similar services.

We reserve the right to change this schedule of fees from time to time.

18. Virus, Malware, Spyware Protection

You agree that we are not responsible for any electronic virus that you may encounter while using Radiant CU eBanking. We encourage you to routinely scan your computer and mobile devices using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

Please note that downloading software and applications to your mobile device can introduce the risk of malicious software. Your mobile device may become subject to unauthorized tracking, hacking, or other manipulation by spyware, viruses and other malware. We are not responsible for advising you of the existence or potential effect of any malware. Use of your hardware and software is at your own risk.

19. UNLAWFUL INTERNET GAMBLING NOTICE (Business/Commercial Accounts)

Restricted transactions as defined in Federal Regulation GG are prohibited from being processed through any RCU commercial account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.