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E-Sign and Digital Banking Agreement and Disclosure for Businesses

E-SIGN DISCLOSURE & CONSENT

Please carefully read this Disclosure and Consent, and sign and click below to consent or decline to proceed with the E-Signature process. By consenting below, you agree that Launch Credit Union may send all communications to you in electronic form instead of on paper, and that your electronic indication of agreement, consent or authentication is as valid and legally enforceable as if it was done in ink on paper.

This notice contains important information that we are required by law to provide to you. You should print and keep a copy for your records. If you have any questions about receiving information in electronic form, please contact us.

The Electronic Signatures in Global and National Commerce Act ("E-SIGN") gives consumers certain rights if they elect to receive communications in electronic form. The terms and conditions of this Disclosure and Consent are in addition to the terms and conditions of any and all other agreements you have with Launch Credit Union (LCU). The words "we," "us," and "our" refer to LCU, and the words "you" and "your" mean you, the individuals or entity identified on the Accounts including joint owners and authorized users. As used in this Disclosure, "Account" means the accounts you have with us, including your deposit accounts, your credit card accounts, your loan accounts, your membership, and all other transactions with LCU. "Communication" or "Communications" means all communication, transactions, and documents listed below under "What This Disclosure Covers", including but not limited to information that we are required by law to provide to you in writing.

What This Disclosure Covers

This E-Sign Disclosure and Consent ("Disclosure") applies to all Communications between you and LCU that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. You agree that we may provide you with any Communication that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communication to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications and transactions includes, but is not limited to:

- All legal and regulatory notices, disclosures and communications associated with your Account.
- Notices of annual and other membership meetings.
- Notices of changes in the terms of your Account.
- Responses to claims.
- Privacy policies and notices.
- Periodic billing or account statements for your Account and related Communications.
- · Agreements and policies, including updates to agreements or policies.
- Annual disclosures.
- Transaction receipts or confirmations.
- Account statements and history.
- Federal and state tax statements.
- Loan documents and related matters.

All other Account or transaction documents, disclosures, notices, communications or information.

Consent to Electronic Delivery

You consent to the electronic delivery and receipt of all Communications. All Communications from us to you will be considered to be "in writing."

Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided either (1) via email, (2) by access to a website that we will designate in an e-mail notice we send to you, or (3) by requesting you download a PDF file containing the Communication. You should print a copy of each Communication, read it carefully, and retain it for reference. We reserve the right to send any Communication on paper by U.S. Mail instead of electronically.

Right to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form by writing to us at the address listed above, by calling us at the telephone number listed above, or by visiting the nearest LCU branch location. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of eStatement and digital banking may be terminated. After termination of eStatement, a Mailed Statement Fee may apply as disclosed in the Schedule of Fees and Charges. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

LCU may terminate electronic Communications at any time by giving you advance notification. Whether terminated by you or LCU, the termination will not affect your obligations under this Disclosure.

How to Update Your Records

It is your responsibility to provide us with a true, accurate and complete e-mail address, contact and other information related to this Disclosure and your Account, and to maintain and update

promptly any changes in this information. You can update information (such as your e-mail address) through digital banking, by U.S. Mail to the address listed above, or by visiting the nearest LCU branch location.

Requesting Paper Copies

You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic communication to you. A fee may be charged as disclosed in the Fee Schedule. To request a paper copy, please submit your request via e-mail or notify us in writing at the address above.

Fees and Charges

There is currently no fee for receiving electronic communications. However, LCU reserves the right to impose fees or to subsequently change any fee structure after we notify you of the change.

System Availability

Access to the electronic communications service may be unavailable at certain times for the following reasons: (1) Scheduled maintenance. There will be periods when systems require maintenance or upgrades; (2) Unscheduled maintenance. Service may be unavailable when unforeseen maintenance is necessary; or, (3) System Outages. Major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages that may cause system unavailability. LCU will make all reasonable efforts to ensure the availability of the service. However, LCU is in no way liable for the unavailability of the service or any consequential damages that may result.

Test your ability to retrieve and read a PDF or Text image file

By consenting below, you acknowledge that you have tested your ability to retrieve, read and save Communications from us, and that you are able to successfully do so.

Minimum Hardware and Software Requirements

The minimum hardware and software requirements for access to and retention of Communications and electronic records are listed below.

- Computer Processor: 1 GHz CPU Computer Memory (RAM): 1G
- Hard Drive Space Available: 500 MB
- Monitor/Display: VGA Monitor resolution of 800x600, configured to display 256 colors.
 Internet Connectivity: V.90

Recommended Hardware and Software

- The recommended hardware and software listed below will deliver enhanced system performance. Computer Processor: 2 GHz CPU
- Computer Memory (RAM): 4G Hard Drive Space Available: 1G
- Monitor/Display: Resolution of 1024x768 or higher
- Internet Connectivity: High Speed Internet or Broadband Connection

Hardware and Software Requirements

You are responsible for the installation, maintenance, and operation of your Computer (in this Disclosure, your computer and the related equipment are referred to together as your "Computer") and all software. Please refer to our "Browser and Operating System Requirements" for specific system requirements. We will inform you of any change in hardware or software requirements that may affect your access to Communications. LCU is not responsible for any errors or failures from any malfunction of your Computer or any software, and LCU is not responsible for any malicious software (including, without limitation, programs commonly referred to as computer viruses, malware, keystroke loggers, worms, trojans, spyware, adware, rootkits, and the like), problems or malfunctions resulting from any malicious software, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and LCU is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether related to malicious, faulty or malfunctioning software, or otherwise. You are solely responsible for the installation and maintenance of appropriate firewall and security software, patches, and other security measures for your Computer, and for protecting, securing, and backing up any data and information stored in or on your Computer and related systems. You are solely responsible for creating, maintaining, protecting and securing passwords, and for the prevention of unauthorized users of your Computer system and your Accounts. The Credit Union is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your Computer and related systems.

Amendments

This Disclosure may be amended by LCU at any time at its discretion. You will receive notice of amendments as required by applicable law.

Previously Withdrawn Consent

This consent supersedes all prior consents, withdrawals of consent, opt-outs, and other agreements related to E-Signature and consent to electronic delivery, and will reset your preferences and settings.

DIGITAL BANKING AGREEMENT AND DISCLOSURES

By clicking "I Agree" below, you agree that the following Terms and Conditions, along with such other terms and conditions, or amendments thereto, as may be established from time to time by Launch Credit Union (LCU) and communicated in writing to you, govern the way LCU will provide Digital Banking services to you. Please read these Terms and Conditions carefully and keep them for future reference. You may be able to use some services without using all services. Some services may not be available to you.

General Terms, Conditions and Agreement Definitions

The words *you* and *your* refer to any and all of the persons completing the online registration. The words *we*, *us*, and *our* refer to LCU. The words *your share accounts* refer to all of the accounts that are tied to your member number.

The words *your loan accounts* refer to the loan accounts with us on which any or all of you are obligated to us. The words *your accounts* refer to your share accounts and your loan accounts. The words *Digital Banking, online services* or *our internet service* refer to our online banking service, online bill payment program, mobile banking service, and all other applications and services accessed through our website or online banking portal. The word *terms* refers to these Terms and Conditions. The words *Payment Date* refers to the date designated by you in your payment or transfer instruction. The words *Confirmation Number* refer to the transaction confirmation number that you will receive for each properly instructed payment to an eligible merchant or transfer to a targeted account. *ACH* refers to Automated Clearing House.

Customer Service Information

Our Customer Service for LCU Digital Banking is available at 321-455-9400 (option 3) or visit our website at https://www.launchcu.com. You may also contact us by mail at the address above or visit the Launch CU branch nearest you.

Security

We will employ such security measures as in our reasonable judgment are appropriate to secure our website. You will not use our website for unauthorized purposes. We may monitor and audit transactions made through our website.

Password Requirements

Your password must be a minimum length of 8 characters, must contain a number, a lower case letter and a non-alphanumeric character. Your password cannot be the same as any of the last 10 passwords. You agree not to give or make available your Username or Password to any person. Sharing or failing to secure this information constitutes a misuse and therefore, all transactions initiated by those with whom you shared information will be considered as authorized by you, regardless of whether you intended those transactions to be made.

Care of Your Password and Security

You agree that you will not disclose your password or make it available to or obtainable by any other person. If you believe that your password has been lost or stolen, or that someone has made payments or transfers using your password without your permission, notify us IMMEDIATELY.

Your password will be used only for the type of transactions and for those accounts that we have approved in advance. If through some error the service permits you to withdraw funds from an account that you should not be allowed to use, we may charge the amount involved to an account that you are approved to use. You will pay any charges that may be approved by our Board of Directors for the use of the service. All approved charges may, at our option, be charged against any account which may be accessed by your use of the service or any other account in which you have an interest or right to make withdrawals.

Access to Accounts via the Internet

Subject to these terms and conditions, we will provide you with our Digital Banking service through which you can access your accounts by computer via the internet through our website or on your mobile device using a downloaded Launch CU app.

You will create a username and password, when enrolling in this service on a desktop through the internet or on your mobile device using a downloaded Launch CU app.

Hardware and Software Requirements

Access your accounts via desktop, tablet, or mobile devices anytime, anywhere. For an optimal experience, make sure your devices are using the most updated versions of software available. You are solely responsible for the installation, maintenance, and operation of your computer and related equipment and all software.

Supported Carriers

- Browser Support Make sure your browser is within the latest 2 versions (Safari, Chrome, Edge, Firefox). Please note, Internet Explorer 11 does not support digital banking and standards that are implemented in newer browsers.
- Device Support
 - Windows: Versions still supported by Microsoft and support a browser listed above
 - o OS X: Versions still supported by Apple and support a browser listed above
 - Android: Version 6.0+
 - o iOS: Last 2 major releases

Requirement for E-mail Address

You agree to provide us with an e-mail address for you to receive electronic communications. By enrolling in Digital Banking, you authorize LCU to use your e-mail address to communicate with you electronically as necessary. If you change your e-mail address, it is your responsibility to provide us with a new e-mail address for notifications. You may provide us with your new e-mail address through Digital Banking, by U.S. Mail to the address listed above, or by visiting the nearest LCU branch location.

Electronic Secure Messaging

This service provides you with the ability to send and receive secure electronic messages to and from us. Please remember we will not immediately receive an electronic message sent by you. No action will be made on any electronic message you send us until we actually receive your message and have a reasonable opportunity to act on it. Electronic messaging cannot be used to notify us of a lost/stolen debit or credit card or to dispute any debit or credit card transaction. LCU may send important notices to you using this method as well.

Fees

Service fees may be charged for certain services as disclosed on our Schedule of Fees and Charges. You authorize us to deduct all fees from any of your accounts without prior notice.

Periodic Statements

Statements will be delivered to you monthly for your share accounts, unless there are no transfers in a particular month, in which case statements will be delivered to you at least quarterly. Statements for other accounts will be provided as may be required by law.

Hours of Operation

Using your Username and password, you can access Digital Banking 24 hours a day, seven days a week, except when the service is unavailable. Service may be unavailable at certain times for the following reasons: (1) Scheduled maintenance. There will be periods when systems require maintenance or upgrades; (2) Unscheduled maintenance. Service may be unavailable when unforeseen maintenance is necessary; or (3) System Outages. Major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages that may cause system unavailability. LCU will make all reasonable efforts to ensure the availability of the service. LCU is not liable for the unavailability of Digital Banking or any consequential damages that may result. We reserve the right to suspend service from time to time as we deem appropriate.

New Services

We may introduce new services or enhance existing services. We will notify you of these new or enhanced services. By using these services when they become available, you agree to be bound by this Agreement, as may be amended from time to time.

Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time and in a 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 you have an overdraft line and the transfer would go over the credit limit.
- If circumstances beyond our control such as interruption of telecommunication service, catastrophic or emergency conditions, or a natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting the transfer.
- There may be other exceptions stated in our agreement with you.
- Except as expressly required by these terms or otherwise required by law, we will not be liable for any losses or damages resulting from:
 - Deficiencies in your computer hardware or software or in your ability or care in using them, or
 - Problems relating to your access to the internet.

Confidentiality

We can disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agencies, legal process or court orders; or
- As explained in our separate privacy disclosures.

Unauthorized Transfers

Tell us AT ONCE if you believe your username or password has been lost or stolen, or if you believe that a transaction has been made without your authorization. Telephoning is the best way of minimizing your potential losses. You could lose all the money in your account (plus your

maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your username or password, you can lose no more than \$50.

If you do not tell us within 2 business days after you learn of the unauthorized transaction, and we prove we could have avoided loss if you had told us, you could lose as much as \$500.

If you do not tell us within 60 days after the statement was mailed to you or was provided electronically, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

Extension for extenuating circumstances (such as a long trip or a hospital stay) may result in extending the time periods.

If you believe your card, username or password has been lost or stolen, call the telephone number listed above, or write to the address listed above.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE FOR CONSUMERS ONLY

In Case of Errors or Questions About Your Statements, call or write us at the telephone number or address listed above, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after delivery of the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 question or complaint in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

In the event of a dispute, you agree to resolve the dispute according to the terms and conditions of this Agreement, which shall supersede any and all other verbal agreements or representations made by us or our employees. This Agreement shall not be modified except in writing authorized by LCU.

Assignment and Delegation

We can assign our interest and responsibilities under this Agreement, delegate our responsibilities under this Agreement, and use independent contractors to perform or assist in the performance of our responsibilities under this Agreement, as we deem appropriate. You authorize us to utilize a third-party service provider (Service Provider) to provide any services to you on our behalf.

Termination

We can terminate your use of Digital Banking, in whole or in part, at any time without notice. Your failure to comply with these terms or the terms of your account agreements with us, including any failure to pay a required fee, will result in termination. You can terminate this agreement without cause upon 30 days advance notice. You will be responsible for all payments, transfers, and other transactions in process prior to termination and for all other charges, fees, and taxes incurred. Be sure to cancel all outstanding payment and transfer orders within the 30-day notification period. We will not be liable for payments or transfers not cancelled or made due to your actions related to service termination.

Changes in Terms

We can change these terms by giving you notice as required by law. Continued use of Digital Banking by you after notice of a change in terms constitutes acceptance of the change.

Notices

Notices must be in writing and mailed or hand delivered, except that we can give them to you electronically if you have consented to electronic communication. Notices to you are effective when given, regardless of whether you receive them. Notices to us are effective only when we actually receive them.

Payments and Transfers

The following terms and conditions apply to payments and transfers made through Digital Banking:

- Subject to the terms and conditions of this Agreement, you authorize us, and any third
 party acting on our behalf, to choose the most effective method to process your
 payment or transfer, including, without limitation, electronic, paper or some other draft
 means.
- You agree payments may be made on your behalf by either direct payment via ACH
 (which is an electronic transfer) or by a check in the amount you requested mailed to the
 designated recipient. You should allow sufficient time for the payment to reach the
 recipient. Online transactions between your internal accounts will be carried out

immediately. Any check sent by mail will be sent through a postal service. You agree we will not be liable or otherwise responsible in any way for any check after it is mailed by us. The Payment Date indicated by you must always be a Business Day. If it is not, the Payment Date will be deemed to be the first Business Day after the date indicated.

- We will not be responsible for tardiness of payments if they are mailed or sent by direct payment via ACH within one full business day after the later of (a) the date your instructions are entered on our website, or (b) a subsequent date stated in your instructions on our website.
- Unless otherwise required by law, we will not be liable for indirect, special, or consequential damages for failure to mail or process by direct payment via ACH, or erroneous or tardy mailing.
- We will process bill payment transfer requests only to those creditors LCU has designated and such creditors as you authorize.
- Any obligation that you wish to pay through Digital Banking must be payable in U.S.
 Dollars to a payee located in the United States. We reserve the right to restrict categories of payees to whom payments may be made.
- Payees cannot include governmental agencies, including (but not limited to) federal, state, and local taxing agencies, or recipients of court-ordered payments such as alimony or child support, or payments to settle securities transactions.
- We will not process any bill payment transfer if the required transaction information is incomplete.
- Requests made using the bill paying system will result in an immediate deduction of that amount from your accounts when the payment is processed.
- We may charge a monthly fee for the bill payment system as disclosed on our separate fee schedule.
- There is no limit on the number of bill payments per day.
- There is a maximum withdrawal amount; please contact the credit union for limitations that may apply.

Unless you receive a confirmation number, we will not be liable for any failure to make a payment or transfer, including any finance charges or late fees incurred as a result. It is important that the payment date be on or before the merchant due date, not the late date, and, since the time for us to process your payment varies according to the particular merchant, you must become familiar with the payment processing time for each merchant you desire to pay, and allow the appropriate number of business days between the day you input your payment instruction and the payment date. Subject to the limitation discussed below, if you follow the procedures described in this agreement for payments, and you are assessed a penalty or late charge, we will reimburse you for that late charge up to a maximum of one hundred dollars (\$100.00). In the event that you do not adhere to the obligations set forth in this agreement, or you schedule a payment less than the number of business days before the due date required for a particular merchant, you will bear full responsibility for all penalties and late fees and we will not be liable for any such charges or fees. We assume no liability for the late posting or misapplication of payment once funds are received by merchants. This absence of liability, however, does not preclude us from working to resolve these types of issues when they arise. If required to do so by law, we will be responsible for providing provisional credit for payment disputes.

Limitation

Under no circumstances will we be liable if we are unable to complete any payments or transfers initiated in a timely manner via Digital Banking because of the existence of any one or more of the circumstances listed below. You agree you are solely responsible for the correctness of the third party payee's name, address, amount to be paid and all other information you provide and for your failure to provide correct or complete information in order to carry out the transaction you request. You agree that we and the Service Provider shall not be liable to you in any way directly or indirectly related to the bill payment service, including but not limited to actual or consequential damages.

You do not obtain a Confirmation Number at the time you initiate a payment or transfer. The designated account does not contain sufficient funds to complete the payment or transfer. You have closed the designated account.

We have identified you as a credit risk and have chosen to (i) make all payments and transfers initiated by you via the services by a paper, as opposed to electronic, method, or (ii) to terminate your subscription to the services.

The services, your equipment, the software, or any communications link is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction.

You have not provided us with the correct information for those merchants to whom you wish to direct payment or accounts to which you wish to make a transfer.

The merchant mishandles or delays handling payments sent by us.

Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction.

We are not responsible for any other loss, damage, or injury, whether caused by your equipment or software, the services, or any technical or editorial errors contained in or omissions from any user guide or brochure related to the services. We are not responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software or the services, except where the law requires a different standard. You agree we accept no responsibility for equipment damage, computer viruses, software damage or any other damage or failure which may occur as a result of your use of the services provided. Even though we believe that the services are reliable, the system may not operate properly at all times. We, therefore, do not promise that the services will always be available for your use. You will not attempt to make a transfer when the service tells you or other circumstances give you reason to believe that the service is closed or is not operating properly due to a technical malfunction or is otherwise unable to initiate the transaction you desire. You agree we assume no liability due to your inability to access the services for any reason, including, but not limited to, communication problems or interruption or equipment failure. You agree that the computer or other device you use to access the service is entirely your responsibility. You agree you are responsible for all charges assessed by communications companies, local and long-distance companies, on-line service providers or other related companies.

We are not responsible for any loss, damage or injury resulting from an interruption in the availability of Digital Banking, or any malicious software you may encounter using the service. We encourage you to routinely scan your electronic device using a reliable virus protection product to detect and remove viruses from your electronic device.

Overdraft

If you have an existing overdraft credit line or open end loan account attached to your share draft/checking account, any overdrafts will be subject to finance charges in accordance with the terms of the applicable agreement.

In the event we are unable to process a services transaction, (if, for example, there are insufficient funds in your designated account) the transaction will result in a Failed Payment or Transfer. In such event, we will charge the total cost of the transaction, including any service charges, to you. In the event of repetitive failed payment or transfer, we reserve the right to suspend your access to the services. This suspension may be without prior notice to you. If your access is suspended, transactions which were previously initiated may still continue to be processed unless canceled and confirmation of such cancellation is provided as specified below. Suspension will be handled by Customer Service and all inquiries and correspondence including request for reinstatement should be directed to Customer Service. With respect to any failed payment or transfer, you agree to reimburse us within fourteen (14) days after notice is sent to you, for any funds we have already paid to one or more of your designated merchants which we were unable to recover by debit to the merchant or charge to you.

Stop-Payment Orders

To be effective, a stop-payment order must be received in time to allow us a reasonable opportunity to act on it, and for some direct payments via ACH must be received at least three banking days before the scheduled date of transfer. To be effective, a stop-payment order must identify the payment sufficiently to allow us a reasonable opportunity to act on it. If the payment is by check, an oral stop-payment order is not effective, and a stop-payment order is effective only if it is in writing. If the payment is by direct payment via ACH and we give notice at the time an oral stop-payment order is received that written confirmation is required and provide an address where the written confirmation can be sent, an oral stop-payment order is effective for 14 calendar days only, unless confirmed in writing within the 14-day period. Properly signed written stop-payment orders are effective for 6 months after date received and will automatically expire after that period unless renewed in writing. With respect to direct payments via ACH, you and we agree to abide by the ACH rules and regulations regarding stop-payment orders. We will charge you for each stop-payment order you give as disclosed on our Fee Schedule.

Payment Cancellation/Modification Using the Service

Except for ACH transfers, you may cancel or modify a payment or transfer if the transaction is in a "pending" status. We cannot stop or modify ACH payments or transfers, however an ACH external transfer can be canceled by you through Digital Banking prior to the 3:00 pm cut off time.

Transaction Posting

Internal transactions entered in our Digital Banking on any day will be posted on the same day. Transactions to/from external accounts received before 3:00 pm Eastern time should be available in your account within 3 business days.

Types of Transactions

You can access your accounts through Digital Banking via a personal computer, laptop, tablet or smartphone to accomplish the following:

- Obtain account/loan balance/history information
- Bill Payment
- E-Statements
- Change User ID and Password
- Update personal information
- Set up alerts
- Apply for a loan
- Mobile Deposit
- Transfer funds within your account
- Member to Member transfers
- Person to Person transfers
- Account to Account transfers
- Finance Management tools
- Send secure e-mails to Launch.

The following limitations on Digital Banking transactions may apply:

The maximum Person to Person transaction is limited to \$300.00 and the maximum Account to Account daily transfer is \$2,500.00 with a maximum monthly transfer of \$5,000.00. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day. Refer to the below Transfer Limitations section that may apply to these transactions.

Some of these services may not be available through Mobile Banking.

We will have no obligation to carry out any transfers or payments unless there are sufficient funds in the pertinent share account or any overdraft line of credit on that share account.

We reserve the right to refuse or limit any transaction, and delay or deny service. If you encounter any difficulty, contact us at the address and telephone number above.

External Transfer Service

Within Digital Banking you may enroll to transfer funds between your Launch CU savings & checking accounts and your non-Launch CU accounts. You must be an owner of the Launch CU account and the non-Launch CU account. To verify you are an owner of this external account, micro-deposit verification will be required.

If your transfer request is submitted prior to the 3:00 pm cut-off time, funds will be debited to your Launch account the day after you submit the request or credited to your Launch account within 3 business days after you submit the request.

You acknowledge and agree that Launch Credit Union is relying upon the information you provide in originating an Account-to-Account transfer. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution are your responsibility.

Rejection of an External Transfer

We reserve the right to reject any funds transfer request. We may reject a request if the dollar value of one or more transfer requests exceed the daily or monthly transfer limit, if you have insufficient available funds in your eligible Launch Credit Union Account for the amount of the external transfer, plus any applicable fee, if the request is incomplete or unclear, if we identify a security risk related to a requested transfer or if we are unable to fulfill the request for any other reason.

Other Agreements

These terms supersede those of your share or loan account agreements to the extent they cannot be reconciled. You expressly waive any share account agreement requirements of one or more signatures for withdrawal when using Digital Banking. Any one of the persons authorized to make transactions on your accounts and any person having your username and password is authorized to make transactions in Digital Banking.

eStatements

This Agreement does not include eStatements. You will continue receiving account statements by mail unless you separately authorize eStatements. You may authorize eStatements by navigating to the eStatement page.

Overdrafts

See separate Overdraft Agreement and Overdraft Opt-In notice.

Forgot Password Disclosure

See separate forgot password disclosure.

MoneyDesktop personal financial management

See separate MoneyDesktop agreement.

Mobile Check Deposit

See separate Mobile Check Deposit Agreement.

Method of Communication

You authorize LCU to use your e-mail address to communicate with you electronically. You represent that you have the necessary equipment and software to receive electronic communications, and that you can download, access, read, review, print and store the communications we provide to you.

Accessing Electronic Communications

Electronic communications may only be accessed after you log in to your account. Electronic communications posted to our web site will be considered delivered to you on the day that they were first made available to you for viewing.

Your Right to Receive Paper Statements and Records and to Withdraw Consent

You have a right to receive paper copies of any electronic communications if applicable law specifically requires us to provide written documentation. You may withdraw your consent to receive communications electronically at any time, but you may be denied access to online services after you withdraw your consent. Withdrawing consent will not affect the validity or enforceability of electronic communications that were made available to you prior to your withdrawal of consent. To withdraw your consent to receive electronic communications, or to request a paper copy of communications, you may use a method that may be available to you on our web site, or you may contact us as listed in Customer Service Information. Any notice sent to us will not become effective until received by us and we have had sufficient time to act on it. A fee to request paper copies of electronic communications may be imposed as set forth in the Fee Schedule.

BUSINESS ACCOUNTS

This Agreement governs the use of Launch Credit Union's Business Digital Banking services, also referred to as electronic services or electronic banking. Each time you access or use Business Digital Banking, you agree to these terms and conditions, which may be modified from time to time. This Agreement is made and entered into by and between Launch Credit Union ("Credit Union") (also referred to as "we," "us," and "our") and each person who signs the Credit Union's signature card for an Account accessed through Business Digital Banking ("Account"), or is referenced on the Credit Union's records as an owner of the Account ("Member") (also referred to as "you"), or has consented to this agreement through provisional access granted through Business Digital Banking, jointly and severally. Each Member is jointly and severally liable for all transactions initiated through Business Digital Banking, including overdrafts, even if the Member did not participate in the transaction which resulted in the overdraft.

"Business Digital Banking" means Credit Union services accessed through a computer, laptop, tablet, or mobile device to electronically connect with a database that allows you to view Account balance and transaction information, transfer funds among designated Accounts, send electronic mail to Credit Union and receive electronic mail from Credit Union. Wire transfers, Business Remote Deposit Capture, and ACH (Automated Clearing House) capabilities are optional services and may require separate approvals and agreements, and separate fees may apply.

The terms and conditions of any member service agreement, rules, regulations, business account fee schedule, business signature card, credit agreement, including any disclosures made pursuant to such agreements, or authority executed by or made available to the Member and any subsequent amendments to any of the foregoing (any of which is sometimes referred to in this Agreement as "the Business Membership Account Agreement"), are incorporated herein by reference. However, if there is any conflict or inconsistency between the terms and conditions stated in the Member Service Agreements and those of this Agreement, the terms

and conditions of this Agreement shall control to the extent of such conflict or inconsistency. This Agreement is in addition to the Member Service Agreements and does not replace them. The Credit Union reserves the right to refuse to open an account or to deny your ability to access Business Digital Banking, to limit access or transactions or to revoke a Member's access to Business Digital Banking without advance notice to the Member.

Esign Disclosure, Consent & Right to Withdraw Consent

This Agreement includes any additional terms and conditions that we may communicate to you. You agree to the electronic delivery of this Agreement. You consent to the electronic delivery and receipt of all "Communications" which include but are not limited to:

- All legal and regulatory disclosures and communications associated with the Account or the product or service available through this service for your Account.
- Notices or disclosures about a change in the terms of your Account and responses to claims.
- Privacy policies and notices.
- Agreements and policies, including updates to agreements or policies.
- Annual disclosures and transactional disclosures.
- Transaction receipts or confirmations.
- Account statements and history.
- Federal and state tax statements we are required to make available to you.
- Marketing and other commercial messages
- Any other Account or transaction information.

All electronic Communications from us to you will be considered to be "in writing."

All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you, or (3) by requesting you download a PDF file containing the Communication. You should print a copy of each Communication, read it carefully, and retain it for reference. We reserve the right to send any Communication on paper by U.S. Mail instead of electronically.

You agree to electronically view any changes in disclosures or updates to our products, services, and fees. You must have a valid email address that we will use to send informational notices. You agree to immediately notify us if your email address changes.

It is your responsibility to provide us with a true, accurate and complete email address, contact and other information related to this Agreement and your Account, and to maintain and update promptly any changes in this information. You can update information (such as your email address) through Digital Banking, by U.S. Mail to the address listed below, or by visiting the nearest Credit Union branch location.

Launch Credit Union 300 S. Plumosa St Merritt Island, FL 32592

You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a

reasonable time after we first provided the electronic communication to you. A fee may be charged as disclosed in the Fee Schedule. To request a paper copy, please submit your request via e-mail or notify us in writing at the address above.

You may withdraw your consent to receive Communications in electronic form by writing to us at the address listed above, by calling us at the telephone number (321) 455-9400, or by visiting the nearest Credit Union branch location. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of eStatement and Business Digital Banking may be terminated. After termination of eStatement, a Mailed Statement Fee may apply as disclosed in the Fee Schedule. Anywithdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

Credit Union may terminate electronic Communications at any time by giving you advance notification. Whether terminated by you or Credit Union, the termination will not affect your obligations under this Agreement.

Master User and Authorized Representatives (Sub-user)

Each business entity will have one designated Master User at any one time. Each business entity is solely responsible for the designation of the Master User. You are responsible for submitting all required documentation requested by the credit union to implement or change the Master User. The Master User will serve as the administrator for the business entity. You understand that your administrator will control, and authorize your administrator to control, access by the Sub-Users of Digital Banking through the issuance of Sub-Users.

The Master User may designate one or more Authorized Representatives ("Sub-Users"). You accept the sole responsibility of the designation of the Master User and the Master User's designation of Authorized Representatives ('Sub-Users"). It is the sole responsibility of each business entity to establish and maintain user access control procedures to ensure that only users with a business need are granted access to business digital banking. The Master user will have the ability to issue username and a temporary password for any Sub-User created. It is the responsibility of the Sub-User to update the temporary password. You are responsible for all payment, transfer and other services and changes incurred by your Master User and any Sub-Users, even if your authorization is exceeded.

If a Master User becomes disassociated with the business, whether through termination, transfer of ownership or position change, it is the sole responsibility of the business, or a person authorized to act on behalf of the business, to notify LCU of such changes and take the necessary steps, to ensure all information pertaining to the Master User is up to date and accurate. The Master User of, as Administrator for, Business Digital Banking is responsible for ensuring any and all Sub-Users have a business necessity for access to online banking and the termination of Sub-Users when appropriate.

Launch Credit Union shall bear no responsibility for any transfers, payments, services and changes which resulted from failure to notify us of Master User changes, until we have had reasonable time to take action on the notice of user access changes. All users, Master and Sub-

User(s) will be bound by this agreement and all other applicable agreements pertaining to the business. You agree to comply with the provisions in this agreement and all other applicable agreements pertaining to the business.

Access to Accounts via the Internet

Subject to these terms and conditions, we will provide you with our Digital Banking service through which you can access your accounts by computer via the internet through our website or on your mobile device using a downloaded Launch CU app.

You will create a username and password when enrolling in this service on a desktop through the internet or on your mobile device using a downloaded Launch CU app.

Accessibility

To subscribe to Business Digital Banking, you must maintain at least one deposit account with the credit union which may include the following types of accounts: checking account, savings account or money market account (collectively and individually, "Account" or "Accounts").

You agree to be bound by the terms and conditions outlined within the Treasury Management Service Master Agreement, in addition to the terms and conditions outlined within this Agreement. You are required to notify the Credit Union of any updates or changes that have occurred that may impact the accuracy of the information provided to us within the Treasury Management Service Master Agreement. You may notify us by visiting any branch, calling (321) 455-9400, or emailing us at BusinessServices@launchcu.com.

Each person granted access to digital banking, Master User and any Sub-Users, will have the ability to:

- Make transfers from qualifying accounts.
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.
- Obtain information provided through Business Digital banking, which includes but is not limited to:
 - Statements
 - Account Number
 - Routing Number
 - Check Copies and Images
 - Balance Information

If your access has been temporarily suspended, as the Master User, you agree to contact us via phone at (321) 455-9400, or by visiting your local LCU branch. It is the sole responsibility of the Master User to provide and resolve access issues for any and all Sub-Users. If your access has been terminated, you will not be able to access Business Digital Banking.

Member User Access Responsibility

You are required to maintain the confidentiality of your user access information. You are required to notify us as soon as possible if you believe your access information has been compromised. Each business entity is responsible for developing reasonable procedures and processes to ensure confidentiality and protect the login credentials. If you believe your login

credential has been compromised, you agree to notify us immediately by visiting any branch, calling (321) 455-9400, or emailing us at BusinessServices@launchcu.com. In the event you fail to notify the credit union, the credit union shall bear no liability for unauthorized usage or access except as required by law.

Unauthorized Transactions

You agree to notify us as soon as you are aware, not to exceed 60 days after we mail you the periodic statement, of any unauthorized transactions. Failure to report unauthorized transactions within the specified time may result in loss, up to the entire amount of the balance within the Account.

Fees and Charges

There is currently no fee for accessing Business Digital Banking or electronic Communications. However, Credit Union reserves the right to impose fees or to subsequently change any fee structure after we notify you of the change.

Certain features or services within Business Digital Banking may have a fee associated with the service/feature requested. You agree to the fees automatically being debited from your Account without prior notice to you as listed on the Business Fee Schedule. Services subject to fees and charges include but are not limited to:

- Positive Pay
- Automatic Clearing House (ACH) Origination
- Wire Transfer
- Business Remote Deposit Capture

For a complete list of fees, including monthly Account maintenance fees, please refer to your Business Fee Schedule.

Processing Deadline

Certain services may be subject to processing deadlines. You agree to the terms and conditions of the applicable service of each product/service provided to you with the service requested.

Availability of Funds

You agree that items deposited using Business Remote Check Deposit are not subject to the availability requirements of Federal Reserve Board Regulation CC.

Funds deposited using Business Remote Check Deposit will be available on a non-provisional basis within a reasonable time after we receive payment for the funds submitted.

We may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant.

Your Responsibility for Non-Cash Items Deposited to Your Account via Business Remote Check Deposit

Our converting a provisional credit to a non-provisional credit or allowing you to withdraw funds from a deposit is not a representation or warranty by us that the item you deposited will be paid by the institution upon which it is drawn. No employee or official of the Credit Union is qualified to evaluate whether items drawn on other institutions will be paid. No oral or written statement by Credit Union as to whether an item drawn on another institution will be paid shall be deemed binding on us. If any item deposited by you is lawfully returned by the institution upon which it is drawn, we are authorized to deduct the amount of the returned item from any of your Accounts. If this results in a negative balance, you agree to make a deposit sufficient to restore the Account to a positive balance immediately upon our demand. Failure to comply may result in collection costs charged against your Account.

User Warranties

You warrant to us that:

- You will only deposit or transmit eligible items as defined in Federal Reserve Board Regulation CC.
- Images for Business Remote Check Deposits will meet image quality standards. You will not deposit duplicate items.
- You will not redeposit an original item submitted through Business Remote Check Deposit.
- All information you provide to us will be accurate and true.
- You will perform due diligence to identify fraudulent checks and not deposit such checks
- You will not deposit checks drawn on financial institutions that are located outside of the United States or Territories of the United States
- You will not deposit a Remotely Created Check
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold us harmless from any loss for breach of this warranty provision.

Image and MICR Quality

Each File transmitted by you to LCU shall contain Images of the front and the back of the Checks scanned and remotely deposited by you. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

- the amount of the Check;
- the payee of the Check;
- the signature of the drawer of the Check;
- the date of the Check;
- the Check number;
- the information identifying the drawer and the paying financial institution that is preprinted on the
- Check, including the MICR line; and

• all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any indorsements applied to the back of the Check.

Each Image shall also meet all standards for image quality established by the American National Standards Institute ("**ANSI**"), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

You shall also capture and transmit to Financial Institution the full-field MICR encoding on each Check. In accordance with the Procedures, Customer shall ensure that the following information is captured from the MICR line of each Check:

- the American Bankers Association routing transit number ("RTN");
- the number of the account on which the Check is drawn;
- when encoded, the amount of the Check; and
- when encoded, the serial number and the process control field of the Check.

Wires, Automated Clearing House (ACH), Business Remote Deposit Capture (bRDC)

You may, upon approval, use the Business Digital Banking service (i) to instruct us to wire transfer funds in a specified amount, from a qualified business account of yours or to a specified third party on your behalf; (ii) to make an ACH debit or credit to an account of yours or to a third party at Launch Credit Union or at another financial institution, or (iii) process check deposits to qualified accounts using Business Remote Deposit Capture. If you use these services, you acknowledge and agree to the terms and conditions set forth in the ACH Origination Service Addendum and/or the Online Wire Transfer Service Addendum and/or the Business Remote Deposit Capture Addendum.

Other Services

We may provide you other services through our digital banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

Services Limitations

The activities you can perform using the Business Digital Banking service are limited to the extent, and subject to the terms, disclosed in this agreement, the Business Membership Account Agreement, the ACH Origination Service Addendum, and/or the Online Wire Transfer Service Addendum and/or Business Remote Deposit Capture Addendum. You should refer to these agreements and/or addendums for specific terms and conditions.

Withdrawal Limitations

Credit Union reserves the right to limit, reject, decline, or delay withdrawals initiated through Business Digital Banking if Credit Union reasonably believes that additional verification may be required. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an Account below a required balance, or otherwise require us to increase our required reserve on the account.

Merchant or Payee Limitations

We reserve the right to refuse to pay any person or entity to which you may direct payment. Business Digital Banking may not be used to transmit alimony, child support, or personal household expenses. The use of Business Digital Banking to facilitate personal transactions may result in refusal by Credit Union to pay such item.

Electronic Funds Transfer (EFT)

Electronic Funds Transfers initiated through Business Digital Banking will be governed by the Electronic Funds Transfer Agreement.

Wire Transfers

The originator is responsible for the accuracy of the information submitted on initiated wire transfers. Except to the extent prohibited by law, the originator agrees that wire transfers are irrevocable and that the sole obligation of Credit Union is to act in good faith and with reasonable care in processing wire transfers. Credit Union is not responsible for any losses or delay which may occur as a result of any other party's involvement in processing the transfer.

Periodic Statement

We will mail or deliver to you periodic statements for your Account(s) as disclosed in your Member Service Agreement. Periodic statements will include transactions authorized through Business Digital Banking. You agree to review your periodic statement in accordance with this agreement and other agreements governing your Account, for accuracy of all data transmitted through Business Digital Banking. You agree to promptly, but no later than 60 days after your statement delivery, notify Credit Union of any discrepancies, including but not limited to any errors or inaccuracies related to data transmitted by any online service.

Limitation of Liability

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF ANY OPPORTUNITY OR GOOD WILL OR THE RESULTING EFFECT OF SUCH LOSS ON YOUR BUSINESS, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT, EXCEPT AS EXPRESSLY STATED HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF BUSINESS DIGITAL BANKING. THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY, AND ALSO LIMITS THE LIABILITY OF ANY AGENT, EMPLOYEE OR AFFILIATE OF CREDIT UNION.

Credit Union shall be responsible for performing services expressly provided for in this Agreement, and shall not be liable for any error or delay so long as Credit Union has acted in accordance with the terms and conditions hereof. Credit Union shall not be liable (i) if you do not have enough money in your account to make the transfer or the Account is closed; (ii) if the computer or system was not working properly and you know about the breakdown when you started the transfer; (iii) if circumstances beyond our control (such as war, terrorist attack, pandemic or epidemic, fire, flood, hurricane or other natural disaster, strike, civil unrest, any inoperability of electrical or communications facilities or any other circumstance beyond the control of Credit Union) prevent the transfer, despite reasonable precautions that we have

taken; or (iv) for other reasons stated in our Member Service Agreement with you. Credit Union shall not be liable if you have not given Credit Union complete, correct and current transfer or payment instructions or if you have not followed proper instructions given through Business Digital Banking or related software.

By accessing Business Digital Banking, unless the law requires otherwise, you agree that in no event shall Credit Union be liable for any special, indirect, incidental, or consequential costs, expenses or damages (including lost savings or profit, lost data, business interruption or attorney's fees) arising from any act or omission of Credit Union, however caused or resulting, even if you advise us of the possibility of such damages. You understand that by using Business Digital Banking, information about your Account(s) and transactions will be transmitted over the Internet. You agree that we will have no liability to you if an unauthorized third party obtains information about your Account(s) or transactions despite reasonable precautions we have taken to maintain the confidentiality and security of such information.

If a transaction which you have properly processed through Business Digital Banking in accordance with the Business Digital Banking instructions or other instructions provided (i) is not completed, or (ii) is completed for an incorrect amount, or (iii) is directed to a person or entity which does not comply with your instructions, and such error occurred through our negligence or willful misconduct, we will be responsible for returning any improperly transferred fund to your Account from which the funds were withdrawn and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed. The crediting of your Account and the redirecting of payments and transfers shall constitute our entire liability for incomplete or incorrect payments or transfers.

You agree to notify us immediately if you believe that your access information has been breached or compromised in any way, and you will promptly take whatever follow-up steps are necessary to prevent or reduce the likelihood of unauthorized access to account information or transactions.

You agree to closely monitor your Account(s) on a regular basis. This includes frequently logging on to Business Digital Banking and reviewing activity involving your Account(s), as well as promptly reviewing your Account statement when received. You agree to promptly notify Credit Union of any errors, unauthorized transactions or suspicious circumstances related to your Account(s). You may contact us via the information below, or by visiting your nearest branch.

By Mail:

Launch Credit Union 300 S. Plumosa St Merritt Island, FL 32592

By Phone: (321) 455-9400

By Email: <u>BusinessServices@launchcu.com</u>

Change in Terms

We reserve the right to change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time by giving you notice required by law.

Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Florida. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.