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## 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 manner in which 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 AND CONDITIONS

**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 6-20 characters, must contain one number, one lower case letter and one special character. Your password cannot be the same as any of the last 10 passwords. You agree not to give or make available your User ID 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 transaction 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 through the browser on your mobile device using your username and password and providing such other information as may be required by our website.

We will provide you with a username, password, the address of our website through which you can access your accounts, and such other information as you will need to participate in our Digital Banking service. You can arrange for a change of your password by calling the Customer Service number.

**Hardware and Software Requirements.** To use Digital Banking, you need internet access and a web browser (such as Internet Explorer or Chrome), and the equipment and software we specify (see E-Sign Disclosure and Consent). We can change these requirements and will give you advance notice of any changes. Unless you comply with changes, you will not be able to access Digital Banking. You are solely responsible for the installation, maintenance, and operation of your computer and related equipment and all software.

**Supported Carriers:**

The only browser requirement is that your browser must be HTML5 compatible. Compatible browsers and versions are subject to change:

- Microsoft Internet Explorer, Version 11 & later
- Firefox, Version 33 & later
- Google Chrome, Version 27 & later
- Safari (on Mac OS X10 only), Version 8 & Later

Mobile phone requirements include:

- Android Devices, Version 4.2.X & Later
- Apple iOS, Version 9 & Later

**Requirement for E-mail Address.** You agree to provide us with an e-mail address for you to receive electronic communications. By applying for 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 and 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. 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 Fee Schedule. 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 User ID 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 user name 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 user name 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, user name 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**

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.

1. Tell us your name and account number (if any).
2. 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.
3. 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 3:00pm 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 3pm Eastern 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 \$4,000.00 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.

#### **Transfer Limitations:**

For all savings and Holiday Club accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

#### **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 3:00pm 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 A2A 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 my responsibility.

**Rejection of an External Transfer:**

I understand you reserve the right to reject my funds transfer request. You may reject my request if the dollar value of one or more of my transfer requests exceed my daily or monthly transfer limit, if I have insufficient available funds in my eligible Launch Credit Union Account for the amount of the external transfer, plus any applicable fee, if my request is incomplete or unclear, if you identify a security risk related to a requested transfer or if you are unable to fulfill my 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 our internet service. Any one of the persons authorized to make transactions on your accounts 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.

**P2P Funds Transfer.** See separate P2P agreement.

**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.

**ELECTRONIC SIGNATURE**

By clicking the "I Agree" button below, you acknowledge that you have read and agree to the terms in this Digital Banking Agreement. This Agreement, including the validity of any signatures or consents, any claims, or any disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of Florida. Click here:

I Agree