

Registration Disclosure

YOUR\$ CONSUMER DIGITAL BANKING AGREEMENT

The first time you access your accounts through YOUR\$, you agree to be bound by the terms and conditions of this YOUR\$ Agreement ("Agreement") and acknowledge its receipt and your understanding of its terms.

This YOUR\$ Agreement covers your and our rights and responsibilities concerning the YOUR\$ offered to you by Tennessee Valley Federal Credit Union. YOUR\$ permits you to electronically initiate account transactions involving your accounts and communicate with TVFCU. In this Agreement, the words "you", "your" and "yours" mean those who request and use YOUR\$, any joint owners of accounts accessed under this Agreement or any person authorized by you to use your YOUR\$. The words "we," "us," "our," and "TVFCU" mean Tennessee Valley Federal Credit Union. The word "account" means any one or more accounts you have with us. By using YOUR\$, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. From time to time, we may amend these terms and modify or cancel the services we offer without notice, except as may be required by Law.

The terms of this Agreement are in addition to the terms of any other agreements you have with us, including the Account Card, Membership Agreement (account agreement), Rate and Fee Schedule, Funds Availability Disclosure, and any change of terms notices.

YOUR\$ DIGITAL BANKING SERVICE

Account Access

If we approve your enrollment for YOUR\$, you may use your personal computer or other device to access your accounts. There is no limit to the number of accounts you will be able to access using YOUR\$. You must use your YOUR\$ user ID, and your password to access your accounts. You should keep your user ID and password in a secure location. Any person having access to your YOUR\$ user ID and access code will be able to access your accounts through YOUR\$ and perform all transactions, including reviewing account information and making transfers to other accounts and to other persons.

Equipment Requirements

You will need access to a personal computer or device and the Internet. The required browsers are the most recent two releases of Microsoft Edge, Firefox, Safari, or Chrome. To view your eStatement, you will need the most recent version of Adobe Acrobat Reader®. If you choose to print your statement, you will need access to standard printing capabilities. You are responsible for the installation, maintenance and operation of your home computer or device, Internet access, and software. We will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or malfunctions of your home computer, device, and related equipment.

In order to use the Services, you must first obtain your own personal Access Device with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and/or Software, which requires a web browser with Java scripting capabilities and 128-bit SSL encryption. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your Access Device, and for all related costs. You are solely responsible for virus protection and maintenance of your Access Device. Financial Institution shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Financial Institution may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement or any applicable Product Schedule at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered.

Types of Transactions

- You may use YOUR\$ to access your accounts and perform the following functions:
- Transfer funds between certain financial accounts.
- Review account balance and transaction history for certain financial accounts.
- Download your account information to financial management software programs, if applicable.
- Communicate with us via secure messaging.
- Place a stop payment request.
- Submit a deposit account application form.
- Submit a loan application form.
- Monitor your credit score
- Pay Bills
- Send Money via Person to Person Transfers.
- Mobile Deposit Checks

TVFCU may, from time to time, introduce new services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments. From time to time, we may amend these terms and modify or cancel the services we offer without notice, except as may be required by law.

Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your account agreement and disclosures; and transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable.

Member to Member Transfers

You may transfer funds from your Tennessee Valley Federal Credit Union account to another unrelated Member's checking, savings, or loan account at Tennessee Valley Federal Credit Union. Transfer account information for another Member's accounts can be used for a one-time transfer or can be saved and selected for future transfers. The saved transfer account may be referred to as a "linked account". To protect the privacy and security of our members, you should obtain permission and verify proper information with the other Member. A notification confirming the transfer instructions will be sent to both you and the Member receiving the funds by email (to the extent there is an email address associated with the account). The transaction on the periodic statement for both the sender and receiver will show the amount of the transfer along with a truncated account number for both the credit ("TO" account) and the debit ("FROM" account). You understand that you may only transfer funds into the account you establish and cannot request funds from the account(s), nor will you have access to any information regarding the other Member's account, other than name and account number. You agree and accept responsibility for obtaining permission from the owner of the account prior to sending funds to their account using this Service.

External Account Aggregation

The External Account Aggregation, "Investnet Yodlee", service allows you to access and collect the account information of your accounts at other financial institutions using the Link and View External Accounts feature within the Digital Banking service. The External Account Aggregation service is offered through our third party service provider, who acts on behalf of the Credit Union. As a condition to your account use of the Service, you make the following representations and warranties:

External Account Ownership and Authority

You represent and warrant that you: (a) have legal ownership of all accounts and assets that you designate for aggregation by the Service, (b) have full power, right, and authority to authorize and permit TVFCU to receive the external account data and to grant the licenses to that data provided for herein, or has obtained all such required authorizations and permissions, (c) are not subject to any legal or regulatory limitations that would limit or restrict the Service's ability to request and receive aggregated data, and (d) have all such rights in, and licenses to, the information contained in the aggregated data as may be required in order to permit you to grant to TVFCU the licenses granted hereunder, or have obtained such rights and licenses as are necessary for purposes of this Agreement.

You acknowledge and understand that by adding an external aggregated account, of any kind (business, personal, asset, or liability), some or all Users, including the current or future Users, may have access to the external aggregated account data therein. You acknowledge that access to aggregated accounts within Digital Banking will remain available to Users until it is deleted. We recommend only aggregating accounts with common ownership. We discourage any consumer Users from aggregating business accounts with their personal account due to an increased

risk of liability. We may prohibit you from aggregating accounts that belong to another person or entity within your Digital Banking profile.

Authorization to Access Third Party Accounts

You understand and agree that, in order to provide the Service, it is necessary for us to access third party websites and databases containing information regarding your accounts and financial relationships as designated by you ("Third Party Accounts"), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize us to access such Third Party Accounts to retrieve such information as requested or authorized by you, or for any other purpose authorized by this Agreement. You represent to us that you have the right to authorize and permit us access to your Third Party Accounts and information. You hereby expressly authorize and permit us to use information submitted by you including account passwords and user names to access your Third Party Accounts to provide the Service. You understand and agree that at all times your relationship with each Third Party Account provider is independent of the Credit Union and your use of the Service. You acknowledge and agree that when we access and retrieve information from the third party accounts, we and our service provider are acting as your agent, and not as the agent of or on behalf of the third party. We will not be responsible for any acts or omissions by the financial institution or other provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third Party Account by such provider. You agree that the Credit Union shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (a) access to the third party accounts by us or our service provider; (b) our retrieval of or inability to retrieve information from the third party accounts; (c) any inaccuracy, incompleteness or misinformation contained in content retrieved from the third party accounts and (d) any charges imposed by the provider of any third party account. You further agree, the Credit Union will not be liable to the Member or any entity or individual for any loss, damage, or expense arising from permissible access given to any User, at any time, even if that User is not an authorized signer or authorized person, to view, control, authorize, or aggregate any Third Party Account through Digital Banking. The Member hereby agrees to indemnify and keep Tennessee Valley Federal Credit Union harmless against all actions, claims, or demands arising from actions of any User pertaining to the External Account Aggregation service or Third Party Accounts. You agree you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further agree you will not use the Service in any manner that could damage, disable, overburden, or impair account aggregation or interfere with any other party's use and enjoyment of account aggregation. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through account aggregation. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason. You understand and agree that the Service is provided "as is." We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings. You understand and expressly agree that use of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download of such material and/or data.

Discontinuing Service and Deletion of Third Party Accounts

You agree and understand that you must delete your aggregated Third Party Accounts in Digital Banking if you wish to discontinue using the External Account Aggregation feature. You further acknowledge it is the responsibility of the User to immediately delete any aggregated Third Party Account that no longer meets the obligations of this Agreement. We reserve the right to discontinue the Service at any time if you fail to follow the terms of this Agreement.

Service Limitations

The following limitations on YOUR\$ transactions may apply in using the services listed above:

If you have a joint owner on an account that has access to the joint account through YOUR\$ you understand that this owner or authorized user may access all accounts and services associated with the account (which may be linked through YOUR\$) and all other accounts having the same account prefix (i.e. account number and all suffixes associated with said account number and account owner).

Transfers

You may make funds transfers to other accounts of yours as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except

as limited under this agreement or your account or loan agreements. No transfer may be made from an account that requires two or more signatures.

Available Funds

We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Account Information

The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

Bill Payments In addition to this YOUR\$ Agreement

When you sign up for the bill payment service you will be required to accept a Bill Pay Agreement which covers Bill Pay terms and conditions, and rights and responsibilities related to the YOUR\$ Bill Pay service.

Restrictions

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using YOUR\$. You may not gain, or attempt to gain, access to any online Financial Service server, network or data not specifically permitted to you by TVFCU or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with TVFCU or its suppliers.

Accessibility

You can usually access YOUR\$ seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of YOUR\$ may not be available due to system maintenance or reasons beyond TVFCU's control. TVFCU does not warrant that YOUR\$ will be available at all times. In addition to the reasons set forth below, we may modify, suspend, or terminate access to your YOUR\$ at any time and for any reason without notice or refund of fees you've paid. When unavailable, you may use our Choice24 telephone account access system, an automated teller machine ("ATM") or a TVFCU branch office to conduct your transactions.

Security

We are strongly committed to protecting the security and confidentiality of our members account information. For consumer enrollment, you will need your account number, social security number, date of birth, and zip code. During enrollment you will establish your user ID and password.

You are responsible for all Digital Banking transactions and the confidentiality of your password. Your user ID and password will give you access to TVFCU accounts via YOUR\$. TVFCU is entitled to act on any instructions it receives using your login credentials. For security purposes, it is recommended that you memorize your user ID and password and do not write it down or save within your browser. We also recommend that you change your password regularly to try and avoid misappropriation by a third party. Your password can be changed on our YOUR\$ site. You agree that if you give your password to anyone else, they are authorized to make withdrawals, transfers, or loan advance requests on your account and that you assume all responsibility for any such transactions made. If you permit other persons to use your mobile device, login information, or any other means to access Digital Banking, you will be held responsible for any transactions they authorize, and we will not be liable for any damages resulting to you. If at any time the Digital Banking password is obtained by an unauthorized person you must log in and change your Digital Banking password immediately and contact the Credit Union. Tennessee Valley Federal Credit Union may terminate or restrict Digital Banking transactions at any time without prior notice.

When using Digital Banking I understand that the transactions are being completed via the Internet. Tennessee Valley Federal Credit Union offers several layers of technology, including Multifactor Authentication, to ensure that transactions made by Digital Banking remain confidential. It is essential that security does begin with the browser being used on your own computer. It is highly recommended that you use the latest version of your browser. When you are finished using Digital Banking you should log out of your account before leaving the computer to ensure no one else views your online account information. In order to help protect your account information from unauthorized access, you should always log out of the system when each session is complete. Logging-out will help prevent unauthorized persons from using the service and viewing your account(s).

Digital Banking utilizes Multifactor Authentication for enhanced security. You will be asked to verify your identity to complete certain actions including but not limited to logging in, completing transactions, or making changes to your profile. Verification codes will be sent by text, phone call, or authenticator application. It is your responsibility to ensure that your contact information is complete and current. For more information about Multifactor Authentication you may visit ffiec.gov.

Biometric Login

Mobile Banking supports authentication using Face recognition ID or Fingerprint ID to login, depending on your device's capability. Once authenticated, you can choose to log into the Mobile App using Face ID or Fingerprint ID in lieu of entering your Username and Password. If your mobile device offers this functionality, you may enable it directly through your mobile device settings.

NOTE: Please remember once you enable biometric authentication for Mobile Banking, anyone with facial recognition or a fingerprint stored on your device will have access to your account. You can turn off this feature in your mobile device settings at any time.

You are responsible for safeguarding the Access Codes, including your Biometric Logon, and your Mobile Device. Providing these Access Codes or Biometric Logon to another person effectively constitutes a grant of authority to access your accounts under Consumer Financial Protection Bureau Regulation E ("REG E").

Liability for Unauthorized Access

You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use YOUR\$ or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, notify us at once if you believe anyone has used your access code or accessed your accounts through YOUR\$ without your authorization. Calling TVFCU may be the quickest way of keeping your possible losses down.

Electronic Signature

You agree and consent the use of a keypad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgement, consent, terms, disclosures or conditions, constitutes your signature, acceptance, and agreement as if actually signed by you in writing. Further, you agree no certification authority or other third party verification is necessary to the validity of your electronic signature; and the lack of such certification or third party verification will not in any way affect the enforceability of your signature or the resulting contract between you and Tennessee Valley Federal Credit Union. Any user e-signed document shall be deemed to be an original document when printed and used in the normal course of business.

Consent to Electronic Delivery

Electronic Records

We may provide an electronic document delivery service within Digital Banking. If you choose to subscribe to or use this service, you understand and agree to the following terms and conditions and authorize the Credit Union to provide to you in electronic format, by email, website posting, or through Digital Banking interaction, the following communications (collectively referred to herein as "Communications"). Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the account or the product or service available through Digital Banking for your account.
- Notices or disclosures about a change in the terms of your account or associated payment feature and responses to claims.
- Privacy policies and notices.
- Monthly account statements for your account(s) or other such communications that we may include from time to time as part of your enrollment in the e-statements program.

Withdrawal of Consent

If you wish to withdraw your consent, you may do so at any time. Withdrawal of your consent will immediately terminate the delivery of future Communications to you in electronic form and may prevent access to previous electronic communications within Digital Banking. To withdraw your consent, contact the Credit Union by phone at 423-634-3600, visit any of our branch locations, or write to Tennessee Valley Federal Credit Union, P.O. Box 23967, Chattanooga, TN 37422. Fees may apply as described in the Credit Union's Fee Schedule.

Paper Copies

You may request a paper copy of any document sent to you electronically. You may request a copy by contacting Tennessee Valley Federal Credit Union at 423-634-3600, by visiting any of our branch locations, or by writing to Tennessee Valley Federal Credit Union, P.O. Box 23967, Chattanooga, TN 37422. Fees may apply for paper copies of transactions or periodic account statements in accordance with our fee schedule. See our Fee Schedule for details.

Updating Your Records

It is your responsibility to provide us with an accurate and complete email address and contact information. Should this information change, it is your responsibility to maintain and update any changes promptly. You can update your contact information within Digital Banking. You may also contact the Credit Union by phone at 423-634-3600, visit any of our branch locations, or video chat a personal consultant using tvfcuLIVE Stream. If you fail to update or change an incorrect email address or other contact information, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our website or within Digital Banking, whether actually received or not.

Please Note: Do not send personal information via email. It is not a secure means to update your information.

Consent to Contact

By enrolling in and using the Digital Banking service, you authorize Tennessee Valley Federal Credit Union, its agents, Service providers, and other designees or assignees to contact you using the contact information you have provided. You expressly consent to receive autodialed or prerecorded calls, automated emails, and autodialed or automated text messages related to the Digital Banking service to the phone number(s) and email address(es) you provide. You certify the contact information is accurate and that you are authorized to be contacted at such phone number(s) and email address(es). You agree to notify us immediately when your contact information changes or utilize the features in the Digital Banking service to update your contact information.

Billing Rights

In case of unauthorized transfers, errors or questions about your YOUR\$ transactions, please contact us according to the Billing Rights notice on your periodic account statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appears.

Periodic Statements

Transfers, withdrawals, and bill payments transacted through YOUR\$ will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Fees and Charges

Charges may apply to some YOUR\$ services. In addition, members are charged in accordance with our published fee schedule for NSF, stop payments, account transfers, loan late fees and any other fee noted in our fee schedule or on your contracts with TVFCU. A copy of our fee schedule may be obtained online at www.tvfcu.com or at any branch location. In the event your payment account has insufficient funds to cover any fees, TVFCU may deduct the fees from any other account you have at TVFCU in any order it chooses. If you close the designated payment account, you must notify TVFCU and identify a new payment account. Additionally, if you close all TVFCU accounts, you must notify TVFCU and cease all use of YOUR\$. If fees cannot be collected from any of your accounts, TVFCU may cancel all or some of your services. After cancellation, TVFCU may reinstate some or all of the services, at its

discretion, if you deposit sufficient funds in your account(s) to cover any accrued fees and pending transfers or debits. You are solely responsible for any telephone or internet service provider charges incurred when using YOUR\$.

TVFCU'S Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, we will not be liable:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, internet access, or our user instructions for making transfer and bill payment transactions.
- If your computer or device fails or malfunctions or YOUR\$ was not properly working and such problem should have been apparent when you attempted such transaction.
- If we experience a system outage.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given us complete, correct and current instructions so we can process a transfer or bill payment.
- If the error was caused by a system beyond our control, such as your Internet Service Provider.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.
- If there are other exceptions as established by us from time to time.
- If you, or anyone you allow, commits fraud or violates any law or regulation in connection with YOUR\$.

Using Third Party Apps or Payment Services

If you link any of your accounts or services to a third party app or payment service (including but not limited to Cash App, PayPal, Zelle or Venmo) you understand and agree that these are not Credit Union services; and any transactions you make will be subject to your agreements with the app or service provider. You understand that these apps and services do not provide the same protections from fraud or other misapplication of funds as traditional direct banking services. If we transfer any funds as directed by you or anyone you authorize to the app or third party service provider such transfer(s) shall in all respects be an authorized transaction and we will have no further obligation or liability if the app or provider then transfers the funds to a fraudster or the funds are otherwise misapplied. Further, you understand that funds transferred to/via a third party App may not be federally or otherwise insured; and you assume all risks should your funds become unavailable for any reason.

Damages and Warranties

In addition to the terms previously disclosed, TVFCU is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the use of YOUR\$ or in any way arising out of the installation, use or maintenance of your personal computer, device, hardware or software, including any software provided by TVFCU or one of its suppliers. In addition, TVFCU disclaims any responsibility for any electronic malware and/or virus(es) Member may encounter after installation of such software or use of YOUR\$. Without limiting the foregoing, neither TVFCU nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. TVFCU and its suppliers provide services from their own sites and they make no representation or warranty that any information, material or functions included in YOUR\$ are appropriate for use by you in your jurisdiction. If you choose to use YOUR\$, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither TVFCU nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of YOUR\$, or contained in any third party sites linked to or from TVFCU's web site(s). TVFCU MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF YOUR\$, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. TVFCU DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Indemnification

Member shall indemnify, defend and hold harmless TVFCU and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Member's negligence; (ii) Member's failure to comply with applicable law; or (iii) Member's failure to comply with the terms of this Agreement.

Additional Remedies

Due to the likelihood of irreparable injury, TVFCU shall be entitled to an injunction prohibiting any breach of this Agreement by Member.

Termination of YOUR\$

You agree that we may terminate this Agreement and your use of the YOUR\$ if you or any authorized users of your account breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. You are responsible for discontinuing future transfers or bill payments. If you terminate, you authorize us to continue making transfers and bill payments you have previously authorized. If you terminate, we reserve the right to make no further transfers or bill payments you have authorized.

Change in Terms and Notices

We reserve the right to assign our rights and delegate our duties under this Agreement to a company affiliated with us.

Enforcement

You agree to be liable to us for any liability, loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

This Agreement shall be governed by and construed in accordance with all applicable federal laws and regulations as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. If this Agreement is not consistent with any law, regulation or rule, then the law, regulation or rule will govern.

Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

Definitions

"Access Device" means access equipment, including but not limited to a personal computer "PC" or a Mobile Device, which meets the requirements for use of the Service.

"Account" or "Accounts" means one or more checking, savings, money market deposit, or loan account that you have with us or any third party which you choose to aggregate using the Service.

"Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

"Account Agreement" means the agreement between you and us that governs the use of your Account including the consumer membership agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

“Agreement” means this Consumer Digital Banking Service Agreement and any amendments made in accordance with the provisions of this Agreement.

“Applicable law” means, as to any person or entity, a requirement imposed by any federal, state, local or other law, regulation, rule, ordinance, determination of an arbitrator, order of a court or determination, order, finding, advisory opinion, guideline or requirement of any other governmental authority, which is applicable to and binding upon such person or entity, including without limitation, the laws, regulations and orders administered by the Office of Foreign Assets Control (OFAC), and the Financial Crimes Enforcement Network (FinCEN).

“Business” means any owner of an Account that is not a Consumer.

“Business Day(s)” means 8:00 a.m. to 5:00p.m. ET (Standard or Daylight) Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.

“Consumer” means a natural person that is an account owner.

“Credit Union”, “we”, “us”, “our” “TVFCU” or the affiliate of such entity that holds your accounts or provides you Services and any agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of the Digital Banking service.

“Electronic” means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

“External Account Aggregation” means a service that allows you to access and collect the account information of your accounts at other financial institutions using the Link and View External Accounts feature within Digital Banking.

“Individual” means any person, business, entity, trust, trustee, personal representative, executor, or other person.

“Member to Member Transfer” or “Linked Account” means a transfer between two unrelated TVFCU accounts.

This transfer can be business to business, business to consumer, consumer to business, or consumer to consumer. The unrelated transfer account may also be referred to an internal linked account.

“Mobile Device” means an Access Device that is mobile, including but not limited to a mobile phone, smartphone, tablet, any personal data assistant or other wireless device.

“Online Banking”, “Mobile Banking”, “Digital Banking” or “Service” means the service(s) described in this Agreement.

“Password” means the confidential identification consisting of a sequence of characters or numbers or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Digital Banking Services.

Third Party account(s)” means your accounts at another financial institution.

“Transfer” means a transfer of funds, initiated through Digital Banking Service, from one eligible account to another.

“Username” means a string of characters that identifies a specific user and which, in conjunction with a password authenticates a user and allows access to Digital Banking.

“User” or “Mobile User” means any individual user of the Digital Banking services who has been granted access to accounts.

“Website” means <https://www.tvfcu.com/> and any other Services related web pages of the Credit Union.

“You” and “Your(s)” mean each person with authorized access to your Account(s) who applies and uses the Digital Banking Service.

Disclosure for Business Registration

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This YOUR\$ Agreement covers your and our rights and responsibilities concerning the YOUR\$ offered to you by Tennessee Valley Federal Credit Union. YOUR\$ permits you to electronically initiate account transactions involving your accounts and communicate with TVFCU. In this Agreement, the words "you", "your" and "yours" mean those who request and use YOUR\$, any joint owners of accounts accessed under this Agreement or any person authorized by you to use your YOUR\$. The words "we," "us," "our," and "TVFCU" mean Tennessee Valley Federal Credit Union. The word "account" means any one or more accounts you have with us. By using YOUR\$, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. From time to time, we may amend these terms and modify or cancel the services we offer without notice, except as may be required by Law.

The terms of this Agreement are in addition to the terms of any other agreements you have with us, including the Account Card, Business Membership Agreement (account agreement), Rate and Fee Schedule, Funds Availability Disclosure, and any change of terms notices.

YOUR\$ DIGITAL BANKING SERVICE

Account Access

If we approve your enrollment for YOUR\$, you may use your personal computer or other device to access your accounts. There is no limit to the number of accounts you will be able to access using YOUR\$. You must use your YOUR\$ user ID, and your password to access your accounts. You should keep your user ID and password in a secure location. Any person having access to your YOUR\$ user ID and access code will be able to access your accounts through YOUR\$ and perform all transactions, including reviewing account information and making transfers to other accounts and to other persons.

Equipment Requirements

You will need access to a personal computer or device and the Internet. The required browsers are the most recent two releases of Microsoft Edge, Firefox, Safari, or Chrome. To view your eStatement, you will need the most recent version of Adobe Acrobat Reader®. If you choose to print your statement, you will need access to standard printing capabilities. You are responsible for the installation, maintenance and operation of your home computer or device, Internet access, and software. We will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or malfunctions of your home computer, device, and related equipment.

In order to use the Services, you must first obtain your own personal Access Device with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and/or Software, which requires a web browser with Java scripting capabilities and 128-bit SSL encryption. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your Access Device, and for all related costs. You are solely responsible for virus protection and maintenance of your Access Device. Financial Institution shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Financial Institution may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement or any applicable Product Schedule at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered.

Types of Transactions

You may use YOUR\$ to access your accounts and perform the following functions:

- Transfer funds between certain financial accounts.
- Review account balance and transaction history for certain financial accounts.
- Download your account information to financial management software programs, if applicable.
- Communicate with us via secure messaging.
- Place a stop payment request.
- Submit a deposit account application form.
- Submit a loan application form.
- Pay Bills
- Mobile Deposit Checks

TVFCU may, from time to time, introduce new services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments. From time to time, we may amend these terms and modify or cancel the services we offer without notice, except as may be required by law.

Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your account agreement and disclosures; and transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable.

Member to Member Transfers

You may transfer funds from your Tennessee Valley Federal Credit Union account to another unrelated Member's checking, savings, or loan account at Tennessee Valley Federal Credit Union. Transfer account information for another Member's accounts can be used for a one-time transfer or can be saved and selected for future transfers. The saved transfer account may be referred to as a "linked account". To protect the privacy and security of our members, you should obtain permission and verify proper information with the other Member. A notification confirming the transfer instructions will be sent to both you and the Member receiving the funds by email (to the extent there is an email address associated with the account). The transaction on the periodic statement for both the sender and receiver will show the amount of the transfer along with a truncated account number for both the credit ("TO" account) and the debit ("FROM" account). You understand that you may only transfer funds into the account you establish and cannot request funds from the account(s), nor will you have access to any information regarding the other Member's account, other than name and account number. You agree and accept responsibility for obtaining permission from the owner of the account prior to sending funds to their account using this Service.

Master User

A Master User shall mean and refer to the individual designated to be responsible for administering the use of the Digital Banking services for the business entity. Once authenticated and registered, the Master User may have access to add additional users through the Digital Banking platform.

The Master User must be designated as an Authorized Person on Tennessee Valley Federal Credit Union's Member Business or Organization Statement Resolution, Grant of Authority and Agreement "Resolution". In addition to being an Authorized Person, the Master User must also be a documented entity owner, officer, partner, member, manager, director, or legal representative acting on behalf of the business. While there can be multiple Authorized Persons listed on a business entity's Resolution, the first individual to register or set up the business's Digital Banking in Tennessee Valley Federal Credit Union's Digital Banking platform will become the Master User. There is only one Master User per business account. It is the entity's responsibility to ensure business account documents, as well as Digital Banking Access for the Master User and all Sub Users, are kept current and adhere to all Agreements.

Sub User

The Sub User shall mean and refer to any one or more individuals who are granted access to use Digital Banking services by the Master User or other Sub Users with permissions to add additional Users. There may be more than one or more Sub User(s) granted access. A Sub User may or may not be an authorized signer on the account. A Sub User that is not an authorized signer on the business account will only have account access online and account permissions as assigned by the Master User. The Credit Union will not be liable to the Business Member or any business entity or individual for any loss, damage, or expense arising from permissible access given to any User by a

Master User or Sub User, even if that User is not an authorized signer or authorized person, to view, transact, control, or authorize any account or Service offered through Digital Banking. The Member hereby agrees to indemnify and keep Tennessee Valley Federal Credit Union harmless against all actions, claims, or demands arising from actions of any User.

Business Shared Access

Once authenticated and registered, the Master User will have access to a business management console through Digital Banking services. The business management console will allow the Master User to assign access and limits to any designated Sub User(s) and to select specific share accounts and functions that each Sub User will be authorized to perform. Each designated Sub User authorized by the Master User will be prompted to establish his or her own log-in credentials. Sub Users will only be able to see the accounts and perform the functions authorized by the Master User. The Master User shall be responsible for: (1) Determining whether additional Sub Users should be granted access to which accounts and functions; (2) Setting up the authorizations in the Business Management console; (3) Assigning and, when necessary or appropriate, resetting User Names and Passwords for a Sub User; Sub User(s) will be prompted to reset their password after their first log-in; (4) Supervising Sub User access to the Digital Banking services; (5) Serving as the main contact for receipt of information relating to their account and their Sub Users' use of Digital Banking services; (6) As the Master User, you understand and agree that if a Sub User is granted access to manage users by you then that Sub User may also grant other Sub Users access to all the Digital Banking services; (7) The Master User agrees that all actions of the Sub User(s) with respect to Digital Banking services and accessing your accounts shall be deemed authorized by you; (8) The Master User understands that if assistance from Tennessee Valley Federal Credit Union is required for a Service initiated by a designated additional User who is not otherwise authorized on the account (i.e., business owner, authorized signer), the Master User will need to contact Tennessee Valley Federal Credit Union directly for assistance; and (9) The Master User can modify or remove access from a Sub User at any time. You agree to regularly obtain and review the audit trail of confirmed actions taken by all Users and to regularly review all Account transactions that have been requested using the Services. Such regular reviews must occur at least once every two (2) calendar days. You must notify us immediately if you (including any Sub Users) know of or suspect any unauthorized access to Digital Banking, the Website, or any unauthorized transaction or Instruction. You also agree to cooperate with us in connection with our review or investigation of any claim of an unauthorized or erroneous funds transfer initiated using Digital Banking, and you agree that we may review your records in connection with any such review or investigation, and in connection with any security-related audit or review of your compliance with the requirements of this Agreement.

Authorization of Transactions

You may implement a Single Authorization or a Dual Authorization for the authorization of transactions involving the movement of money. We recommend the use of Dual Authorization as added protection against possible fraud. Dual Authorization can be created when setting up Roles for Sub Users and may be controlled by setting dollar limits within the Sub User's Role. A Master User may allow another Sub User to have an authorization approval limit separate from their own transaction limits. Dual Authorization does not apply to the number of signatures required on checks, drafts, or negotiable orders of withdrawal written against your checking account(s) (regardless of whether your checking account(s) are enrolled in any Service). There is a greater risk with using Single Authorization as it allows any individual User that is signed into Digital Banking to authorize a transaction within their established limits without any review process. In addition, Single Authorization has a greater risk to you in the event of a hostile electronic takeover. Establishing a practice of creating Roles and Users with dual authorization, even creating a secondary User for the individual with Master User rights, will mitigate the risk of the potential loss. Dual Authorization may not be available for use with all Services within the Digital Banking service. Notwithstanding the foregoing, the Credit Union reserves the right, in the Credit Union's discretion, to require Dual Authorization as a condition for using any of the Business Digital Banking Service(s).

External Account Aggregation

The External Account Aggregation, "Investnet Yodlee", service allows you to access and collect the account information of your accounts at other financial institutions using the Link and View External Accounts feature within the Digital Banking service. The External Account Aggregation service is offered through our third party service provider, who acts on behalf of the Credit Union. As a condition to your account use of the Service, you make the following representations and warranties:

External Account Ownership and Authority

You represent and warrant that you: (a) have legal ownership of all accounts and assets that you designate for aggregation by the Service, (b) have full power, right, and authority to authorize and permit TVFCU to receive the

external account data and to grant the licenses to that data provided for herein, or has obtained all such required authorizations and permissions, (c) are not subject to any legal or regulatory limitations that would limit or restrict the Service's ability to request and receive aggregated data, and (d) have all such rights in, and licenses to, the information contained in the aggregated data as may be required in order to permit you to grant to TVFCU the licenses granted hereunder, or have obtained such rights and licenses as are necessary for purposes of this Agreement.

You acknowledge and understand that by adding an external aggregated account, of any kind (business, personal, asset, or liability), some or all Users, including the current or future Users, may have access to the external aggregated account data therein. You acknowledge that access to aggregated accounts within Digital Banking will remain available to Users until it is deleted. We recommend only aggregating business accounts with common ownership. We discourage any business Users from aggregating personal accounts with their business account due to an increased risk of liability. We may prohibit you from aggregating accounts that belong to another person or entity within your Digital Banking profile.

Authorization to Access Third Party Accounts

You understand and agree that, in order to provide the Service, it is necessary for us to access third party websites and databases containing information regarding your accounts and financial relationships as designated by you ("Third Party Accounts"), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize us to access such Third Party Accounts to retrieve such information as requested or authorized by you, or for any other purpose authorized by this Agreement. You represent to us that you have the right to authorize and permit us access to your Third Party Accounts and information. You hereby expressly authorize and permit us to use information submitted by you including account passwords and user names to access your Third Party Accounts to provide the Service. You understand and agree that at all times your relationship with each Third Party Account provider is independent of the Credit Union and your use of the Service. You acknowledge and agree that when we access and retrieve information from the third party accounts, we and our service provider are acting as your agent, and not as the agent of or on behalf of the third party. We will not be responsible for any acts or omissions by the financial institution or other provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third Party Account by such provider. You agree that the Credit Union shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (a) access to the third party accounts by us or our service provider; (b) our retrieval of or inability to retrieve information from the third party accounts; (c) any inaccuracy, incompleteness or misinformation contained in content retrieved from the third party accounts and (d) any charges imposed by the provider of any third party account. You further agree, the Credit Union will not be liable to the Business Member or any business entity or individual for any loss, damage, or expense arising from permissible access given to any User, at any time, by a Master User or Sub User, even if that User is not an authorized signer or authorized person, to view, control, authorize, or aggregate any Third Party Account through Digital Banking. The Member hereby agrees to indemnify and keep Tennessee Valley Federal Credit Union harmless against all actions, claims, or demands arising from actions of any User pertaining to the External Account Aggregation service or Third Party Accounts. You agree you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further agree you will not use the Service in any manner that could damage, disable, overburden, or impair account aggregation or interfere with any other party's use and enjoyment of account aggregation. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through account aggregation. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason. You understand and agree that the Service is provided "as is." We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings. You understand and expressly agree that use of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download of such material and/or data.

Discontinuing Service and Deletion of Third Party Accounts

You agree and understand that you must delete your aggregated Third Party Accounts in Digital Banking if you wish to discontinue using the External Account Aggregation feature. You further acknowledge it is the responsibility of the Master User to immediately delete any aggregated Third Party Account that no longer meets the obligations of this Agreement. We reserve the right to discontinue the Service at any time if you fail to follow the terms of this Agreement.

Service Limitations

The following limitations on YOUR\$ transactions may apply in using the services listed above:

If you have a joint owner on an account that has access to the joint account through YOUR\$ you understand that this owner or authorized user may access all accounts and services associated with the account (which may be linked through YOUR\$) and all other accounts having the same account prefix (i.e. account number and all suffixes associated with said account number and account owner).

Transfers

You may make funds transfers to other accounts of yours as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this agreement or your account or loan agreements. No transfer may be made from an account that requires two or more signatures.

Available Funds

We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Account Information

The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

Bill Payments In addition to this YOUR\$ Agreement

When you sign up for the bill payment service you will be required to accept a YOUR\$ Bill Pay Agreement which covers Bill Pay terms and conditions, and rights and responsibilities related to the YOUR\$ Bill Pay service.

Restrictions

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using YOUR\$. You may not gain, or attempt to gain, access to any online Financial Service server, network or data not specifically permitted to you by TVFCU or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with TVFCU or its suppliers.

Accessibility

You can usually access YOUR\$ seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of YOUR\$ may not be available due to system maintenance or reasons beyond TVFCU's control. TVFCU does not warrant that YOUR\$ will be available at all times. In addition to the reasons set forth below, we may modify, suspend, or terminate access to your YOUR\$ at any time and for any reason without notice or refund of fees you've paid. When unavailable, you may use our Choice24 telephone account access system, an automated teller machine ("ATM") or a TVFCU branch office to conduct your transactions.

Security

We are strongly committed to protecting the security and confidentiality of our members account information. For business enrollment, the account number, employer identification number, and zip code will be required. During enrollment you will establish your user ID and password.

You are responsible for all Digital Banking transactions and the confidentiality of your password. Your user ID and password will give you access to TVFCU accounts via YOUR\$. TVFCU is entitled to act on any instructions it receives using your login credentials. For security purposes, it is recommended that you memorize your user ID and password and do not write it down or save within your browser. We also recommend that you change your password regularly to try and avoid misappropriation by a third party. Your password can be changed on our YOUR\$ site. You agree that if you give your password to anyone else, they are authorized to make withdrawals, transfers, or loan advance requests on your account and that you assume all responsibility for any such transactions made. If you permit other persons to use your mobile device, login information, or any other means to access Digital Banking, you will be held responsible for any transactions they authorize, and we will not be liable for any damages resulting to you. If at any time the Digital Banking password is obtained by an unauthorized person you must log in and change your Digital Banking password immediately and contact the Credit Union. Tennessee Valley Federal Credit Union may terminate or restrict Digital Banking transactions at any time without prior notice.

When using Digital Banking I understand that the transactions are being completed via the Internet. Tennessee Valley Federal Credit Union offers several layers of technology, including Multifactor Authentication, to ensure that transactions made by Digital Banking remain confidential. It is essential that security does begin with the browser being used on your own computer. It is highly recommended that you use the latest version of your browser. When you are finished using Digital Banking you should log out of your account before leaving the computer to ensure no one else views your online account information. In order to help protect your account information from unauthorized access, you should always log out of the system when each session is complete. Logging-out will help prevent unauthorized persons from using the service and viewing your account(s).

Digital Banking utilizes Multifactor Authentication for enhanced security. You will be asked to verify your identity to complete certain actions including but not limited to logging in, completing transactions, or making changes to your profile. Verification codes will be sent by text, phone call, or authenticator application. It is your responsibility to ensure that your contact information is complete and current. For more information about Multifactor Authentication you may visit ffiec.gov.

Biometric Login

Mobile Banking supports authentication using Face recognition ID or Fingerprint ID to login, depending on your device's capability. Once authenticated, you can choose to log into the Mobile App using Face ID or Fingerprint ID in lieu of entering your Username and Password. If your mobile device offers this functionality, you may enable it directly through your mobile device settings.

NOTE: Please remember once you enable biometric authentication for Mobile Banking, anyone with facial recognition or a fingerprint stored on your device will have access to your account. You can turn off this feature in your mobile device settings at any time.

You are responsible for safeguarding the Access Codes, including your Biometric Logon, and your Mobile Device. Providing these Access Codes or Biometric Logon to another person effectively constitutes a grant of authority to access your accounts under Consumer Financial Protection Bureau Regulation E ("REG E").

Liability for Unauthorized Access

You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use YOUR\$ or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, notify us at once if you believe anyone has used your access code or accessed your accounts through YOUR\$ without your authorization. Calling TVFCU may be the quickest way of keeping your possible losses down.

Electronic Signature

You agree and consent the use of a keypad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgement, consent, terms, disclosures or conditions, constitutes your signature, acceptance, and agreement as if actually signed by you in writing. Further, you agree no certification authority or other third party verification is necessary to the validity of your electronic signature; and the lack of such certification or third party verification will not in any way affect the enforceability of your signature or the resulting contract between you and Tennessee Valley Federal Credit Union. Any user e-signed document shall be deemed to be an original document when printed and used in the normal course of business.

Consent to Electronic Delivery

Electronic Records

We may provide an electronic document delivery service within Digital Banking. If you choose to subscribe to or use this service, you understand and agree to the following terms and conditions and authorize the Credit Union to provide to you in electronic format, by email, website posting, or through Digital Banking interaction, the following communications (collectively referred to herein as "Communications"). Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the account or the product or service available through Digital Banking for your account.
- Notices or disclosures about a change in the terms of your account or associated payment feature and responses to claims.
- Privacy policies and notices.
- Monthly account statements for your account(s) or other such communications that we may include from time to time as part of your enrollment in the e-statements program.

Withdrawal of Consent

If you wish to withdraw your consent, you may do so at any time. Withdrawal of your consent will immediately terminate the delivery of future Communications to you in electronic form and may prevent access to previous electronic communications within Digital Banking. To withdraw your consent, contact the Credit Union by phone at 423-634-3600, visit any of our branch locations, or write to Tennessee Valley Federal Credit Union, P.O. Box 23967, Chattanooga, TN 37422. Fees may apply as described in the Credit Union's Fee Schedule.

Paper Copies

You may request a paper copy of any document sent to you electronically. You may request a copy by contacting Tennessee Valley Federal Credit Union at 423-634-3600, by visiting any of our branch locations, or by writing to Tennessee Valley Federal Credit Union, P.O. Box 23967, Chattanooga, TN 37422. Fees may apply for paper copies of transactions or periodic account statements in accordance with our fee schedule. See our Fee Schedule for details.

Updating Your Records

It is your responsibility to provide us with an accurate and complete email address and contact information. Should this information change, it is your responsibility to maintain and update any changes promptly. You can update your contact information within Digital Banking. You may also contact the Credit Union by phone at 423-634-3600, visit any of our branch locations, or video chat a personal consultant using tvfcuLIVE Stream. If you fail to update or change an incorrect email address or other contact information, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our website or within Digital Banking, whether actually received or not.

Please Note: Do not send personal information via email. It is not a secure means to update your information.

Consent to Contact

By enrolling in and using the Digital Banking service, you authorize Tennessee Valley Federal Credit Union, its agents, Service providers, and other designees or assignees to contact you using the contact information you have provided. You expressly consent to receive autodialed or prerecorded calls, automated emails, and autodialed or automated text messages related to the Digital Banking service to the phone number(s) and email address(es) you provide. You certify the contact information is accurate and that you are authorized to be contacted at such phone number(s) and email address(es). You agree to notify us immediately when your contact information changes or utilize the features in the Digital Banking service to update your contact information.

Billing Rights

In case of unauthorized transfers, errors or questions about your YOUR\$ transactions, please contact us according to the Billing Rights notice on your periodic account statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appears.

Periodic Statements

Transfers, withdrawals, and bill payments transacted through YOUR\$ will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Fees and Charges

Charges may apply to some YOUR\$ services. In addition, members are charged in accordance with our published fee schedule for NSF, stop payments, account transfers, loan late fees and any other fee noted in our fee schedule or

on your contracts with TVFCU. A copy of our fee schedule may be obtained online at www.tvfcu.com or at any branch location. In the event your payment account has insufficient funds to cover any fees, TVFCU may deduct the fees from any other account you have at TVFCU in any order it chooses. If you close the designated payment account, you must notify TVFCU and identify a new payment account. Additionally, if you close all TVFCU accounts, you must notify TVFCU and cease all use of YOUR\$. If fees cannot be collected from any of your accounts, TVFCU may cancel all or some of your services. After cancellation, TVFCU may reinstate some or all of the services, at its discretion, if you deposit sufficient funds in your account(s) to cover any accrued fees and pending transfers or debits. You are solely responsible for any telephone or internet service provider charges incurred when using YOUR\$.

TVFCU'S Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, we will not be liable:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, internet access, or our user instructions for making transfer and bill payment transactions.
- If your computer or device fails or malfunctions or YOUR\$ was not properly working and such problem should have been apparent when you attempted such transaction.
- If we experience a system outage.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given us complete, correct and current instructions so we can process a transfer or bill payment.
- If the error was caused by a system beyond our control, such as your Internet Service Provider.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.
- If there are other exceptions as established by us from time to time.
- If you, or anyone you allow, commits fraud or violates any law or regulation in connection with YOUR\$.

Using Third Party Apps or Payment Services

If you link any of your accounts or services to a third party app or payment service (including but not limited to Cash App, PayPal, Zelle or Venmo) you understand and agree that these are not Credit Union services; and any transactions you make will be subject to your agreements with the app or service provider. You understand that these apps and services do not provide the same protections from fraud or other misapplication of funds as traditional direct banking services. If we transfer any funds as directed by you or anyone you authorize to the app or third party service provider such transfer(s) shall in all respects be an authorized transaction and we will have no further obligation or liability if the app or provider then transfers the funds to a fraudster or the funds are otherwise misapplied. Further, you understand that funds transferred to/via a third party App may not be federally or otherwise insured; and you assume all risks should your funds become unavailable for any reason.

Damages and Warranties

In addition to the terms previously disclosed, TVFCU is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the use of YOUR\$ or in any way arising out of the installation, use or maintenance of your personal computer, device, hardware or software, including any software provided by TVFCU or one of its suppliers. In addition, TVFCU disclaims any responsibility for any electronic malware and/or virus(es) Member may encounter after installation of such software or use of YOUR\$. Without limiting the foregoing, neither TVFCU nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. TVFCU and its suppliers provide services from their own sites and they make no representation or warranty that any information, material or functions included in YOUR\$ are appropriate for use by you in your jurisdiction. If you choose to use YOUR\$, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither TVFCU nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of YOUR\$, or contained in any third party sites linked to or from TVFCU's web site(s). TVFCU MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF YOUR\$, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. TVFCU DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Indemnification

Member shall indemnify, defend and hold harmless TVFCU and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Member's negligence; (ii) Member's failure to comply with applicable law; or (iii) Member's failure to comply with the terms of this Agreement.

Additional Remedies

Due to the likelihood of irreparable injury, TVFCU shall be entitled to an injunction prohibiting any breach of this Agreement by Member.

Termination of YOUR\$

You agree that we may terminate this Agreement and your use of the YOUR\$ if you or any authorized users of your account breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. You are responsible for discontinuing future transfers or bill payments. If you terminate, you authorize us to continue making transfers and bill payments you have previously authorized. If you terminate, we reserve the right to make no further transfers or bill payments you have authorized.

Change in Terms and Notices

We reserve the right to assign our rights and delegate our duties under this Agreement to a company affiliated with us.

Enforcement

You agree to be liable to us for any liability, loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

This Agreement shall be governed by and construed in accordance with all applicable federal laws and regulations as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. If this Agreement is not consistent with any law, regulation or rule, then the law, regulation or rule will govern.

Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

Definitions

"Access Device" means access equipment, including but not limited to a personal computer "PC" or a Mobile Device, which meets the requirements for use of the Service.

"Account" or "Accounts" means one or more checking, savings, money market deposit, or loan account that you have with us or any third party which you choose to aggregate using the Service.

"Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

"Business Account Agreement" means the agreement between you and us that governs the use of your Account including the business membership agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

"Agreement" means this Business Digital Banking Service Agreement and any amendments made in accordance with the provisions of this Agreement.

"Applicable law" means, as to any person or entity, a requirement imposed by any federal, state, local or other law, regulation, rule, ordinance, determination of an arbitrator, order of a court or determination, order, finding, advisory opinion, guideline or requirement of any other governmental authority, which is applicable to and binding upon such person or entity, including without limitation, the laws, regulations and orders administered by the Office of Foreign Assets Control (OFAC), and the Financial Crimes Enforcement Network (FinCEN).

"Authorized Person" means individuals duly authorized to act on behalf and transact any business on the entity's accounts with the Credit Union. Authorized Person(s) must be listed on Tennessee Valley Federal Credit Union's Business Membership Agreement or Business Resolution.

"Business" means any owner of an Account that is not a Consumer.

"Business Day(s)" means 8:00 a.m. to 5:00p.m. ET (Standard or Daylight) Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.

"Business Purpose" means any purpose other than for personal, family or household purposes.

"Consumer" means a natural person that is an account owner.

"Credit Union", "we", "us", "our" "TVFCU" or the affiliate of such entity that holds your accounts or provides you Services and any agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of the Digital Banking service.

"Dual Authorization" means a process under which a User may request approval to complete the performance of certain operations or transactions through Digital Banking.

"Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

"External Account Aggregation" means a service that allows you to access and collect the account information of your accounts at other financial institutions using the Link and View External Accounts feature within Digital Banking.

"Individual" means any person, business, entity, trust, trustee, personal representative, executor, or other person.

"Master User" means and shall refer to an Authorized Person as listed on the Tennessee Valley Federal Credit Union's Business Membership Agreement or Business Resolution, who is also a documented entity owner, officer, partner, member, manager, director, or legal representative acting on behalf of the business.

"Member to Member Transfer" or "Linked Account" means a transfer between two unrelated TVFCU accounts. This transfer can be business to business, business to consumer, consumer to business, or consumer to consumer. The unrelated transfer account may also be referred to an internal linked account.

"Mobile Device" means an Access Device that is mobile, including but not limited to a mobile phone, smartphone, tablet, any personal data assistant or other wireless device.

"Online Banking", "Mobile Banking", "Digital Banking" or "Service" means the service(s) described in this Agreement.

"Password" means the confidential identification consisting of a sequence of characters or numbers or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Digital Banking Services.

"Role(s)" means a group of feature permissions, accounts, and transaction limits that are applied to Sub Users.

"Single Authorization" means a process under which a User does not have to have approval in order to complete the performance of certain operations or transactions through Digital Banking.

"Sub User" means and refers to any one or more individuals who are granted access to use Digital Banking services by the Master User or by other Sub Users with permissions to add additional Users.

"Third Party account(s)" means your accounts at another financial institution.

"Transfer" means a transfer of funds, initiated through Digital Banking Service, from one eligible account to another.

"User", "Business User", "Mobile User", or "Business Online User" means any individual user of the business Digital Banking services who has been granted access to accounts. The User may be a Master User or Sub User for the business entity and may or may not be an authorized signer on the business account.

"Username" means a string of characters that identifies a specific user (Master User or Sub User) and which, in conjunction with a password authenticates a user and allows access to Digital Banking.

"Website" means <https://www.tvfcu.com/> and any other Services related web pages of the Credit Union.

"You" or "Yours" means the business entity, those who request and use this Service, any business owners, any designated authorized account signer granted authority through the resolution or other business account documentation, any users of this Service (including without limitation any electronic or mobile User) to use the Digital Banking services on behalf of the business entity, and any authorized Sub Users granted authority and who may or may not be authorized to sign on behalf of the business entity.

