

Online and Mobile Banking

Terms and Conditions

This Internet Banking Services Agreement ("Agreement") is a contract between you and Canvas Credit Union ("Canvas") which establishes terms and conditions for Internet Banking Services ("Mobile Banking" or "Online Banking").

In addition to this Agreement, the use of all Internet Banking Services provided by Canvas is governed by your Deposit Account Contract, Electronic Fund Transfer Disclosures, and any other agreement between you and Canvas. All of these agreements, as amended from time to time, are incorporated into this Agreement by reference.

1) Definitions

In this Agreement, the following terms have the following meanings:

- a.) "You" and "your" means the Canvas member who enrolls in or uses the Internet Banking Services.
- b.) "We," "us," and "our" mean Canvas Credit Union ("Canvas").
- c.) "Internet Banking Services" means any or all of the following services you use to access or manage your account(s): mobile banking, online banking, or other web-based applications. These services may be referred to in this Agreement by their individual names, or collectively as the Internet Banking Services. These services may be provided by Canvas through software and/or services obtained from Malauzai Software, Inc. and other third party providers.
- d.) "Access ID" or "User ID" is the identification you use to access the internet banking services.
- e.) "PIN" or "password" is the personal identification code selected by you and used to access the internet banking services.
- f.) "Accounts" mean the accounts on which you are the owner or co-owner at Canvas, and for which you use Internet Banking Services.
- g.) "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

h.) "Remote deposit capture service" means the use of software and/or hardware provided by Canvas to capture images of eligible items and deposit them to eligible accounts.

i.) "Business days" are Monday through Friday, excluding Federal bank holidays.

2) Acceptance of Terms & Amendments

Your use of the Internet Banking Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by law. If you do not consent to a modification of this Agreement or the Service, you may terminate and discontinue your use of the Service at any time by notifying us. Your continued use of the Service will indicate your acceptance of the revised Agreement.

3) Governing Law

This Agreement and the parties' mutual rights, liabilities, and obligations shall be governed by the laws of the State of Colorado and, to the extent applicable, other applicable federal laws and regulations.

4) Access

To use the Internet Banking Services, you must be a member at Canvas or a joint owner of an account at Canvas, acquire the computer hardware and software required to access the Internet Banking Services for which you are enrolled and/or qualify, access to Internet service, and an e-mail address. The Internet Banking Services can be used to access only the accounts that you have designated for access. You can add or delete your accounts from this Agreement by contacting Canvas. Access to your accounts through the Internet Banking Services will be based upon the identification of users and authority levels specified by you in the information you provide us. We undertake no obligation to monitor transactions through the Internet Banking Services to determine that they are made on behalf of the accountholder, except as required by law.

5) Your PIN(s) and Password(s)

For security purposes, you are required to change your password upon your initial login to Internet Banking Services, and you may be required to establish and change PIN(s) and Password(s) for the other Internet Banking Services in which you enroll. You accept responsibility for the confidentiality and security of your PIN(s) and Password(s). Upon a number of unsuccessful attempts to use your Password to access Internet Banking Services, your access to Internet Banking Services will be revoked. To re-establish access, you must contact us to have your password reset. We may establish

rules regarding the required length and/or complexity of PIN(s) and/or Password(s) used to access the Internet Banking Services.

6) Security

You understand the importance of your role in preventing misuse of your accounts through the Internet Banking Services and you agree to promptly examine your account statements as soon as you receive them and notify us immediately if you believe another person has attempted to access your account through the Internet Banking Services without your permission. You agree to protect the confidentiality of your account and account number, and your personal identifying information, including your Access ID(s), Password(s), and/or PIN(s).

7) Fees and Charges

Unless specifically disclosed, there are no fees for accessing your account(s) through the Internet Banking Services. Other fees may apply to particular services as described in applicable documents. These fees are outlined in the Fee Schedule that you received when you opened your accounts; you can view the most recent version of the Fee Schedule on Canvas's website. You are responsible for any telephone, Internet, mobile, or text service fees you incur in connection with your use of the Internet Banking Services.

8) Enrollment in Service

We reserve the right to refuse Internet Banking Services to any member who does not meet the criteria established by us and/or any third party we contract with to provide the Internet Banking Services.

9) Transfers

Transfers initiated through Internet Banking Services before 6:00 p.m. (MST) on a business day (defined as Monday through Friday, holidays not included) are posted to your account the same day in most instances. Transfers completed after 6:00 p.m. (MST) on a business day, Saturday, Sunday or banking holiday, may be posted on the next business day.

- a.) You may use the Service to transfer funds between your eligible Canvas accounts ("Internal Transfer").
- b.) You may use the Service to transfer to or from an account at another financial institution.
- c.) You may use the Service to transfer to individuals.

d.) You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount and any applicable fees.

e.) Electronic fund transfers initiated through Internet Banking Services which would result in an overdraft of your account can be canceled or refused, at our sole discretion.

f.) Federal regulations require financial institutions to limit the way withdrawals may be made from savings or money market accounts. Each transfer from a savings or money market account using the Internet Banking Services is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Internet Banking Services or any other methods outlined in your Deposit Account Agreement and accompanying disclosures.

g.) We may limit the type, frequency, and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

h.) You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

10) General Mobile Banking Provisions

a.) The availability, timeliness and proper functioning of Mobile Banking depends on many factors, including your Wireless Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Wireless Device. Neither we nor any of our service providers warrant that the Services or the mobile app will meet your requirements, operate without interruption or be error-free, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of Mobile Banking, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of date or loss of personalized settings. In order to properly use Mobile Banking, you should review and follow instructional aids provided on our website. You agree to accept responsibility for learning how to use Mobile Banking and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Mobile Banking service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Device.

b.) You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any related network, Wireless Device or mobile network which you utilize to access Mobile Banking.

c.) The Services and Software are provided "As Is" without warranty of any kind, express or implied including, but not limited to warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy, or completeness.

d.) Any deposit account, loan, or other banking product accessed through Mobile Banking is also subject to the agreements and disclosures provided at the time of your account opening, and any other agreements you have with us.

11) Your Responsibilities

You represent and agree to the following by using Internet Banking Services:

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

b.) **User Security.** You agree to take every reasonable precaution to ensure the safety, security, and integrity of your account and transactions when using Internet Banking Services. You agree not to leave your Device unattended while logged into Internet Banking Services and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Internet Banking Services, you are

responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of Internet Banking Services is available for use in locations outside of the United States. Accessing Internet Banking Services from locations outside of the United States is at your own risk.

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

d.) **No Commercial Use or Re-Sale.** You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Internet Banking Services or resell, lease, rent, or distribute access to Internet Banking Services.

12) Touch or Face ID™ and Fingerprint Sign In

If you have a compatible Device, Touch or Face ID and Fingerprint Sign-In Authentication are optional authentication methods offered by Canvas to sign into Mobile Banking. Fingerprints and facial information is stored on your Device only. Canvas never sees your fingerprint or facial information and does not store this fingerprint or facial information. **You understand that by enabling Touch or Face ID or Fingerprint Sign-In, anyone who has fingerprint or facial information stored on your Device will have access to your personal and payment account information on Mobile Banking.** Canvas reserves the right to suspend or disable this feature at any time. Touch and Face ID and Fingerprint Sign-In can only be associated with one User ID at a time on a Device. If you believe someone has gained unauthorized access to your account or your password has been stolen, you agree to contact Canvas as soon as possible.

13) Termination of Agreement and/or Services

You may cancel your Internet Banking Services at any time by notifying us by mail, phone, or electronically. Your access to the Internet Banking Services will be suspended after our receipt of your instructions to cancel the service. We may terminate, suspend, or limit your access to any or all of the Internet Banking Services for any reason at our sole discretion.

14) Limitation of Liability

Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the internet banking services or the use thereof or arising in any way out of the installation, operation, or maintenance of your computer equipment or from any inaccuracies, failures, or defects, whether based in contract, tort, or otherwise, even if we have been advised of the possibility of such damages, or any act or omission, or any event directly or indirectly resulting from such act or omission, of third parties (if any).

15) Indemnification

You agree to be solely liable for the use or misuse of the Internet Banking Services agree to indemnify, defend, and hold harmless Canvas and any third-party provider of software or services from any legal action or claim asserted against Canvas and/or third-party providers by any other party relating to your use of the Internet Banking Services and any claims, liabilities, damages, costs and expenses (including reasonable attorney fees) incurred by Canvas and/or its third-party provider as a result of your use or misuse of the Internet Banking Services.

16) Assignment

You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third-party service providers.

17) No Waiver

We will not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

18) Severability

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of the remainder of this Agreement or any of its provisions.

REMOTE DEPOSIT CAPTURE

19) Eligible Items

Only checks may be deposited through the Remote Deposit Capture Service. By depositing an item through the Service, you agree and warrant:

- a.) The item is payable to the person or persons who own the account into which it is being deposited;
- b.) The item has been properly endorsed (e.g. "John Smith for Mobile Deposit Only at Canvas CU");
- c.) The item is not drawn on a financial institution located outside of the United States;
- d.) The item is payable in United States currency;
- e.) The item is not dated in the future or more than six (6) months prior to the date of deposit;
- f.) The item has not been previously been presented for payment at Canvas or to any other party;
- g.) The item does not contain any alterations of which you know;
- h.) You do not know or believe the item to be fraudulent or unauthorized.

We may review or verify any item deposited through the Service, and we may reject an item for deposit for any reason without liability. If we reject an item through the remote deposit capture service, we may accept it through another channel (e.g. at a Canvas branch).

20) Image Quality

We may determine, at our sole discretion, whether an image of an item submitted through the Service is of sufficient quality for acceptance and presentment.

21) Errors

You agree that the provisions of your Deposit Account Contract regarding your responsibilities to notify us of errors apply to items deposited through the Remote Deposit Capture Service. You agree that the deposit of an item through the Remote Deposit Capture Service is not an "Electronic Funds Transfer" under the federal Consumer Financial Protection Bureau's Regulation E.

22) Availability of Funds

Subject to the other provisions of this Agreement, funds deposited through the Remote Deposit Capture Service will be available on the second (2nd) business day after the day of your deposit. If your account has been open and in good standing for more than 31 days, the first \$500 from such deposits may be made available immediately. If you make a deposit before 5:30 p.m. Mountain Time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:30 p.m. Mountain Time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. We may make some or all of the funds deposited through the Remote Deposit Capture Service sooner than the times described in this Paragraph, at our sole discretion. You agree that items deposited through the Remote Deposit Capture Service are not subject to the funds availability of the Federal Reserve Board Regulation CC, and that we may delay the availability of funds deposited through the Remote Deposit Capture Service if we determine that the item is not eligible as described in this Agreement or that the item is over any deposit limit we may establish, or if we believe for any reason that the item may not be paid.

23) Destruction of Original Items

After you use the Remote Deposit Capture Service to deposit an item, you agree not to deposit the same item anywhere else or through any other channel. You agree to retain the item for fourteen (14) days, or longer if we request it, and then destroy the item or otherwise make it incapable of further deposit or presentment. You agree to be liable for the failure to destroy items as described in this Agreement, or if an item is deposited through the Service and the same item is later presented or deposited again.

24) Deposit Limits

We may establish limits on the total number of checks or total amount of checks deposited through the Remote Deposit Capture Services. We may establish or change such limits at any time with or without notice to you.

25) Limitation on Service

When using the Remote Deposit Capture Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Remote Deposit Capture Service, in whole or in part, or your use of the Remote Deposit Capture Service, in whole or in part, immediately and at any time without prior notice to you. You agree not to hold us

liable for interruptions in the availability or functionality of the service, which may occur without notice to you for technical or other reasons.

BILL PAY

26) Fees

You will not be charged a monthly fee for the Bill Pay Service as long as three (3) electronic bill payments are sent each calendar month. If three (3) payments are not sent during a calendar month, a fee of \$3.95 will be charged on the last business day of the month regardless of whether the Bill Pay Service was used during the billing cycle. Fees for other transactions or optional services (e.g., insufficient funds or Stop Payment requests) may apply as specified in our Rate & Fee Schedule. You are responsible for any telephone or internet access fees that are assessed by your utility or internet service provider.

27) Payees

A "Payee" is a vendor, person, or entity to whom you wish a payment to be directed. You may add a new Payee by selecting the "Payee" tab and entering the Payee's information. A Payee may be any vendor, person, or entity within the United States, but we reserve the right to refuse to add a Payee for any reason. We are not responsible for any payments that cannot be made due to incomplete, inaccurate, or outdated Payee information.

28) Payments

You may schedule single payments or recurring payments to Payees you have added to the Bill Pay Service:

a.) Single Payments. A single payment will be processed on the business day (generally Monday through Friday, except holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cutoff time on that date. The daily cutoff time is 2:00PM Mountain Time. A single payment submitted after the cutoff time on the designated process date will be processed on the next business day. If you designate a nonbusiness day (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

b.) Recurring Payments. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day

does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date. If the calculated processing date is a nonbusiness date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

29) Limits

The daily use of the Bill Pay Service is limited to \$5000 in transactions per personal account. The daily use of Bill Pay Services for business accounts is limited on an account-by-account basis; to determine the limit for a particular business account, please contact Canvas.

30) Payment Arrival Dates

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.

31) Canceling a Payment

A bill payment can be changed or canceled any time prior to the cutoff time on the scheduled processing date.

32) Availability of Funds

We may, at our option, pay a scheduled payment which exceeds the balance in your checking account by transferring the amount of the resulting overdraft from your available line of credit or savings account, subject to the terms of your Deposit Account Contract and other agreements you have with us. Per Federal regulations, preauthorized telephone, Internet or automatic transfers from prime savings to cover checking account overdrafts cannot exceed six (6) in number per calendar month.

33) Liability

We are not liable if the Bill Pay Service is unable to complete a payment for any of the following reasons:

- a.) Your Account does not contain sufficient funds to complete the payment or transfer, or the transfer would exceed the credit limit of your established line of credit account, if applicable (see the "Availability of Funds" section of this Agreement for more details);
- b.) The Bill Payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- c.) The Payee mishandles or delays a payment sent by the Service;
- d.) You have not provided the Bill Pay Service with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment;
- e.) You failed to promptly notify us after you learn that you have not received credit from a Payee for a bill payment; or
- f.) Circumstances beyond the Bill Pay Service's control (such as, but not limited to, fire, flood, or interference from an outside force) that prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances.

34) Payroll Processing

Business account users can process payroll payments via the Bill Pay Service. We are not liable for ensuring the accuracy of payroll tax deductions or any other payroll-related information.

35) Errors

The provisions about error resolution in the Electronic Funds Transfers Disclosures that were part of your Deposit Account Contract apply in full to all payments you schedule through the Bill Pay Service.

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