

Please read and print for your records the following Online Banking & Bill Pay Service Terms and Conditions Agreement (the "Agreement"). By using the Online Banking, Bill Pay and Mobile Service (the "Service"), each of you, jointly and severally, agree to the terms and conditions in this Agreement (and any amendments and/or addendums), along with The Electronic Fund Transfers Agreement and Disclosure, which is incorporated herein by reference.

In this Agreement, the terms:

1. "We", "us", "our", and "Credit Union" are used to refer to Sikorsky Credit Union ("Sikorsky Credit Union");
2. "You", "your", and "yours" refer to those who use the Online Banking & Bill Pay Service, any owner of an account, and any joint owners of accounts accessed under this Agreement or any authorized users of the Online Banking & Bill Pay Service;
3. "Service" refers to the Online Banking & Bill Pay Service;
4. "Account" means any one or more deposit accounts you have with Sikorsky Credit Union;
5. "Payee" means the vendor, biller, person or entity to whom you wish a bill payment to be directed;
6. "Payment Instructions" means the information provided by you to the Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, etc.);
7. "Payment Account" means your Checking Account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance from line of credit accounts (e.g., line of credit overdraft accounts) at Sikorsky Credit Union, from which all bill payments may be made and /or such funds collected;
8. "Business Day" means Monday through Friday, excluding holidays;
9. "Processing Day" means Monday through Saturday, excluding holidays, and is the point at which the payment process is initiated;
10. "Payment Date" means the date that you have requested the Online Bill Pay Service to begin processing your payment. If your Payment Date does not coincide with a Processing Day, the Online Bill Pay Service will begin processing your payment on the next Processing Day;
11. "Cutoff Time" means 10:30 pm Eastern Standard Time on the Payment Date and is the time by which you must transmit instructions to have them considered entered on that Payment Date.

#### **USE OF A THIRD-PARTY ONLINE BANKING & BILL PAY SERVICE PROVIDER(S)**

We have contracted with one or more third-party service providers to provide the Online Banking & Bill Pay Service to our members. If you should use any such services, including, but not limited to, TurboTax and/or Finance Works, the following provisions shall apply: (a) IN ADDITION TO, BUT NOT IN LIEU OF, THE OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, WE SHALL HAVE NO LIABILITY

RESULTING FROM YOUR USE OF ANY ONLINE BANKING & BILL PAY SERVICE THAT IS PROVIDED BY SUCH THIRD-PARTY SERVICE PROVIDERS;

and (b) we, in our sole discretion, reserve the right to change Online Banking Bill Pay service providers. Although the Service is provided using third-party providers, please direct all questions and inquiries on matters related to member-initiated Online Banking & Bill Pay transactions to Sikorsky Credit Union at 203-377-2252 or 888-753-5553.

#### **SIKORSKY CREDIT UNION ONLINE BANKING & BILL PAY SERVICE**

The Online Banking & Bill Pay Service is accessible from our Online address at: <https://www.sikorskycu.org> (the "Website").

#### **ACCOUNT ACCESS**

To access your account or use the Online Banking & Bill Pay Service you must use your login with your username and password and Personal Identification Number (PIN). You must have the required hardware and software. You will need a personal computer and/or mobile access device, online access and a web browser. The currently supported browsers are the latest version of the following: Google Chrome, Google Chrome Mobile, Mozilla Firefox, Safari, Safari Mobile and Microsoft Edge. You are responsible for the installation, maintenance and operation of any software and hardware required to access our Website. We will not be responsible for any errors or failures involving any telephone service, online service, or software installation on your computer. The Online Banking & Bill Pay Service is normally accessible seven (7) days a week, twenty-four (24) hours a day except for short periods for scheduled maintenance, upgrades and/or circumstances beyond our control.

Your accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. Additionally, each account and Online Banking Service will be subject to the following:

1. The terms or instructions appearing on a screen when using the Service;
2. Sikorsky Financial Credit Union's rules, procedures and policies that are provided to you (for example, the Member Share Account Contract) that are applicable to each account and each Online Banking Service;
3. Applicable state and federal laws and regulations.

We may, from time to time, introduce new Online Banking Services. When this happens we will update our Online Banking Service to include them. By using an Online Banking Service, you agree to be bound by the terms contained in this Agreement at that time.

#### **INDEMNIFICATION**

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your account, if you are an owner of an account you agree to indemnify and hold us, our directors, officers, employees, and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an account or the performance of an Online Banking Service, except to the extent such indemnification is

not permitted by law. You or your authorized user(s) provide this indemnification without regard to whether our claim for indemnification is due to the use of the Online Banking Service.

#### **TERMINATION**

In the event you wish to discontinue the Online Banking Service, you must contact Sikorsky Credit Union within 10 days prior to the actual Online Banking & Bill Pay Service discontinuation date. You must request Sikorsky Credit Union to discontinue the Online Banking Service for your account by mail to Sikorsky Credit Union, 1000 Oronoque Lane, Stratford, CT 06614, Attention: Member Service.

We may terminate this Agreement and/or your access to the Online Banking Service, in whole or in part, at any time without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

#### **ENFORCEMENT**

In the event either party brings legal action to enforce the Agreement; the parties agree that the legal action shall be brought in the State of Connecticut, United States of America. If you bring a legal action against us, or we bring a legal action against you and the legal action involves Online Banking Services or other matters discussed in this Agreement, you agree to be liable to us for any liability, loss, or expense, including reasonable attorneys' fees, if we win. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you.

#### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Connecticut and the United States of America as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified to the minimum extent required.

#### **ONLINE BILL PAY SERVICE ENROLLMENT**

After your acceptance of this Agreement and completion of the subsequent online registration you will be notified by e-mail when the Service has been activated for you. This process should not take longer than three Business Days. We reserve the right to refuse enrollment in the Online Bill Pay Service to any member who does not meet the Online Bill Pay Service criteria established by us. Included in these criteria are the requirements that the applicant has a checking account and is a member in good standing at Sikorsky Credit Union.

#### **ONLINE BILL PAY SERVICE(S)**

By providing the Online Bill Pay Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives from you or your authorized user through the Online Bill Pay Service. When the Service receives a Payment Instruction, you authorize it to debit your Payment Account and remit funds on your behalf.

Your accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. Additionally, each account and Online Bill Pay Service will be subject to the following:

1. The terms or instructions appearing on a screen when using the Service;
2. Sikorsky Credit Union's rules, procedures and

policies that are provided to you (for example, the Member Share Account Contract and the Electronic Fund Transfers Agreement and Disclosure) that are applicable to each account, the Online Banking Service and the Online Bill Pay Service;

3. Applicable state and federal laws and regulations.

#### **SCHEDULED PAYMENTS**

It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. Payment Instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Online Bill Pay Service on the next Business Day. If you properly follow our procedures, and the Online Bill Pay Service fails to send a payment according to the Payment Instructions received, Sikorsky Credit Union will bear responsibility for all late charges.

#### **PAYMENT METHODS**

Payment will be made to your Payee either by electronic delivery or by check. The method of payment depends upon the processing method that can be accommodated by the Payee or Online Bill Pay Service Provider (e.g., some Payees are unable to accept electronic payments).

#### **PROHIBITED PAYMENTS**

The following payment types are prohibited through the Service:

1. Tax Payments;
2. Court Ordered Payments;
3. Payments to Payees outside of the United States or its possessions/territories;
4. Payment for illegal activities.

In using the Online Bill Pay Service, you are requesting the system to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with Sikorsky Credit Union's established and published fees. Further, you also agree that a non-sufficient funds (NSF) fee may be charged to your account even if the payment is not returned but is paid and overdraws your Payment Account.

By enrolling in and using this Online Bill Pay Service you agree that Sikorsky Credit Union has the right to transfer funds from the available balance on your line of credit account as well as from all of your share accounts to recover funds for all payments that have been requested to be paid by you and your authorized user. This includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner.

#### **PAYEE LIMITATIONS**

The Online Bill Pay Service reserves the right to refuse to pay any person or entity to which you may direct a payment. The Online Bill Pay Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you.

This notification is not required if you attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this Agreement.

#### **MOBILE BANKING SERVICES**

Mobile Banking Services ("Mobile Banking Service" or "MBS") are

provided to you by Sikorsky Credit Union as part of the Online Banking and Bill Pay Services and are powered by a third party (the "Licensor") mobile technology solution.

Your use of the MBS is subject to the terms and conditions of any agreement between you and Sikorsky Credit Union that is applicable to the products and/or services accessed through MBS such as the Mobile Deposit Services Addendum to this Agreement, the Funds Availability Disclosure, the Member Share Account Contract and the Electronic Fund Transfers Agreement and Disclosure.

In order to access MBS, you must have a cell phone or other handheld device that can send and receive information using the technology that supports this Service (a "Mobile Device").

**Depending on the Mobile Device and telecommunications provider you use, you may be required to download and install an application or other software to your Mobile Device (a "Mobile Application") in order to access and use MBS. It is solely your responsibility to download and properly install any Mobile Application that is required in order to access MBS through your Mobile Device and telecommunications provider.**

You understand that the Mobile Application is being provided by a third party, and Sikorsky Credit Union has no responsibility whatsoever to you in connection with the Mobile Application. You are solely responsible for complying with all terms of use applicable to the Mobile Application, and properly downloading, installing, updating, and using the Mobile Application. Sikorsky Credit Union has no obligation whatsoever to notify you of any changes to or new releases for any Mobile Application and Sikorsky Credit Union shall have no liability for any claims or damages arising from or relating to the Mobile Application, or your failure to comply with any terms of use for the Mobile Application or your failure to download and properly install any update. You agree that any Mobile Application is licensed, not sold, solely for your use in accessing MBS.

1. FEES. All terms of the Sikorsky Credit Union Online Banking and Bill Payment Services Agreement are applicable to your use of Mobile Banking. Sikorsky Credit Union does not charge a fee for Mobile Banking; however, mobile service provider message and data rates may apply. Contact your mobile service provider for details on specific fees and charges. Message frequency depends on account settings.

By using Sikorsky Credit Union Mobile Banking, you are agreeing to the terms and conditions presented here and certifying that you are the account holder on the account you have accessed using Mobile Banking.

#### **ELECTRONIC DELIVERY OF SERVICE E-MAILS**

We reserve the right to communicate with you about your account(s) via e-mail. We will periodically send an e-mail to the e-mail address that you have provided to us when such communication is available for you to review. **We will never ask for your PIN or account information in any e-mail** or expose any sensitive information in any e-mail communications, such as: full account numbers, passwords and social security numbers. We reserve the right to send any or all of these communications by traditional paper methods, with or without notice, for any reason, including technological problems, address verification or security concerns, to comply with state or federal law, or any other reason.