



IHMVCU - Digital Banking Service Disclosure

This Digital Banking Service Disclosure (this “Disclosure”) is a binding agreement between IH Mississippi Valley Credit Union (“IHMVCU”) and the Member who consents to the terms of this Disclosure (“You”). This Disclosure operates in coordination with IHMVCU’s Member Service Agreement (“MSA”), and any capitalized terms not defined within this Disclosure have the meaning provided by the MSA. If there is any conflict, the terms of the MSA will control.

Digital Banking Service: IHMVCU’s Digital Banking Service (“Digital Banking”) allows You to manage your IHMVCU accounts simply and securely, anytime and anywhere you have internet access.

Signature and Acceptance: By clicking “Accept and Agree” below, You:

1. Agree to the terms and conditions of Digital Banking as set forth in this Disclosure and any additional agreements and disclosures governing (a) IHMVCU’s online and mobile banking services and (b) your accounts with IHMVCU and acknowledge that such action constitutes your valid electronic signature.
2. Represent that You have accessed, read, understood, and agree to the terms of the MSA, including the Electronic Funds Transfer Terms Disclosure, provided at account opening.
3. Agree that this Disclosure may be amended from time to time in accordance with applicable law and that You will be provided notice of such changes when required.
4. Consent to conduct business electronically with IHMVCU and to execute documents and agreements using electronic signatures.
5. Agree to allow IHMVCU to provide any or all communications electronically through online banking, mobile banking, email, or other electronic means.
6. Agree that the security measures outlined in this Disclosure are commercially reasonable and You agree to be bound by them.

To the extent allowed by applicable law, electronic records and signatures have the same legal effect as paper records and handwritten signatures. IHMVCU reserves the right to provide any disclosure or communication in paper form and may require certain communications from you to be provided in writing.

Requesting Paper Copies or Withdrawing Consent: You may request paper copies of this Disclosure or withdraw your consent to electronic delivery using your online banking portal or by contacting IHMVCU at the following address and phone number:

IH Mississippi Valley Credit Union
P.O. Box 1010
Moline, IL 61266
Phone: 309-793-6200

Withdrawal of consent will become effective within thirty (30) days of receipt and will result in future communications being provided in paper form. You acknowledge that choosing paper



delivery instead of electronic delivery may result in additional fees, as disclosed in the Rate and Fee Schedule found in “Our Rates & Service Charges.”

You agree to keep your contact information current and understand that IHMVCU may rely upon the most recently provided contact information when mailing paper communications.

Suspension or Termination of Digital Banking: IHMVCU reserves the right to suspend, terminate, or restrict certain access to Digital Banking at any time, with or without notice, for reasons including, but not limited to, fraud prevention, security concerns, or protection against loss. You acknowledge that such actions are reasonable and necessary to protect IHMVCU and its Members.

Term of Disclosure: This Disclosure remains in effect until terminated by You or IHMVCU. Termination of the MSA will automatically terminate this Disclosure. Upon termination, electronic delivery of notices will revert to paper delivery within thirty (30) days.

Access to Account Information: Digital Banking allows Members to access accounts for which that Member has legal authority to access, including primary, joint, or authorized signer accounts. Account access may be established using identifiers such as Social Security Number, Taxpayer Identification Number, or other identifiers as permitted by law.

Business Accounts: Business Account owners may authorize additional users to access their business’s online banking by granting credentials and assigning permission levels. By establishing or approving such access, You acknowledge and agree that each additional user that is granted access is acting with your full authority. You are solely responsible for determining appropriate access levels and for all transactions and activities conducted by any authorized user, whether initiated with or without your direct knowledge at the time. You assume full liability for any losses, errors, or fraudulent transactions that result from the actions of your authorized users or from the misuse of their credentials. It is your responsibility to properly administer user access, including timely setup, ongoing review of permissions, and immediate removal or modification of access when it is no longer appropriate. Failure to maintain accurate and current user access controls may result in increased risk of unauthorized activity, for which you will remain responsible.

Use of Digital Banking is optional. If you have filed for bankruptcy, the availability or use of Digital Banking does not constitute a waiver of bankruptcy protections, including the automatic stay or discharge.

Member to Member Account Transfers via Code: Members may transfer funds between different accounts held within IHMVCU by using a unique transfer code generated through the Online Banking platform (“M2M Code”). The M2M Code serves to authenticate the Member and authorize any transfer between accounts.

Members may change or reset their M2M Code at any time through the Online Banking platform. If an M2M Code is changed or reset, that Member is responsible for re-sharing the new M2M Code with any parties they wish to conduct intra-IHMVCU transfers. IHMVCU is not responsible for transfers attempted using an outdated, incorrect, or easily identified code.

All transfers conducted using the M2M Code are subject to the same terms, conditions, and limitations as other Digital Banking transfers, including verification requirements, transfer limits, processing times, error resolution, and applicable fees.

Member Information Updates and Account Security: Members may update certain personal information associated with their account, including address, email address, phone number, and other profile details, through Digital Banking. By accessing Digital Banking with your credentials, you authorize any person using those credentials to make changes to your account information, and such changes may be reflected in our core account records.

Confidentiality: You are responsible for maintaining the confidentiality and security of your Digital Banking credentials and for restricting access to your devices. You agree to review your account information regularly and to promptly notify us of any unauthorized access or changes.

Password and Security: You are responsible for safeguarding your login credentials and agree not to share them with unauthorized individuals. Notify IHMVCU immediately if You believe your credentials have been compromised or unauthorized activity has occurred. IHMVCU will not be responsible for losses resulting from unauthorized changes to any Member's account information made through Digital Banking unless such losses are otherwise required to be reimbursed under applicable law. Prompt reporting of unauthorized activity is necessary to help limit potential losses.

Alerts and Automated Notices: By providing a mobile phone number, You (1) certify that you are authorized to receive communications at that number, and (2) consent to receive automated text messages or calls, including those sent using an automated system and/or auto-dialer. Text message alerts and notices may include, but are not limited to, account alerts, security notifications, fraud alerts, transaction notifications, service messages, and other account-related communications.

Marketing messages may be sent only if you have separately consented to receive such messages. Message frequency will vary based on account activity and selected alert preferences, and message and data rates may apply. You may opt out of receiving text messages at any time by replying STOP to any message. For help, reply HELP or contact IHMVCU at (800) 722-0333. Mobile carriers are not liable for delayed or undelivered messages.

Your mobile number and text message information will be used in accordance with IHMVCU's Online and Mobile Privacy Policy. Information may be shared with service providers solely for the purpose of delivering text message communications.

Email Consent: By providing an email address, you consent to receive automated email communications. You are responsible for maintaining the security of your email account. IHMVCU does not guarantee the timeliness, delivery, or accuracy of any alerts. Alert information is provided solely for convenience and is not legally binding.

Multi-Factor Authentication: To help protect your account, IHMVCU may require the use of multi-factor authentication ("MFA"), including one-time passcodes delivered via text message, automated call, email, or other verification method in addition to username and password. By using these methods, You consent to receive such communications.

MFA Safeguarding: You are responsible for safeguarding your MFA verification methods, including any one-time passcodes sent to you. You agree not to share your MFA codes with any person, including family members, employees, or anyone claiming to represent IHMVCU. IHMVCU will never contact you to request your MFA code.

Access and Notification: Providing your MFA code to another person may allow them to gain access to your account and perform transactions or make changes to your account information. Any activity conducted using a valid MFA code may be treated as authorized unless you notify IHMVCU promptly of unauthorized access. You agree to notify IHMVCU immediately if You believe your login credentials or MFA verification methods have been compromised or used without your permission.

Disclosure of Account Information: Account information may be disclosed in accordance with IHMVCU's Online and Mobile Privacy Policy, to complete transactions, investigate fraud, comply with legal requirements, or respond to court orders.

Accurate Information: You are responsible for the accuracy of all information provided to IHMVCU through Digital Banking. IHMVCU is not responsible for errors resulting from inaccurate or incomplete information You have supplied.

Indemnification: You agree to indemnify and hold harmless IHMVCU, its officers, directors, employees, and agents from any claims or losses arising from your use of Digital Banking or reliance on information You provide.

Severability: If any provision of this Disclosure is determined to be invalid, the remaining provisions will remain in full force and effect.

Assignment and Waiver: You may not assign this Disclaimer. IHMVCU may assign or delegate its rights and obligations. Any waiver by IHMVCU must be in writing and signed and does not constitute a continuing waiver.

Limitation of Warranty and Liability: You understand and agree that Digital Banking is provided on an "as is" and "as available" basis. Except as otherwise expressly provided in this Disclosure or as required by applicable law, IHMVCU assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications, account information, or personalization settings.

You expressly understand and agree that your use of Digital Banking is at your sole risk. Any material data or information downloaded or otherwise obtained through Digital Banking is accessed at your own discretion and risk, and You are solely responsible for any damage to your computer, mobile device, or other equipment, or for any loss of data that results from such downloads or use.

Except as expressly set forth in this Disclosure or as required by law, IHMVCU makes no warranties of any kind, whether express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. IHMVCU makes no warranty or representation that Digital Banking will meet your

requirements or expectations; that Digital Banking will be uninterrupted, timely, secure, or error-free; or that defects will be corrected.

By entering, submitting, or otherwise providing information through Digital Banking, including but not limited to personal identifying information, card information, and account information, You acknowledge and agree that such information may be stored, processed, or transmitted as part of the Digital Banking operation. You understand and agree that, except to the extent required by applicable law, IHMVCU is not liable for any unauthorized access, disclosure, alteration, or destruction of information You have provided through Digital Banking, and that any information you transmit through Digital Banking is transmitted at your own risk.

IHMVCU disclaims any liability for damages, losses, or claims of any kind arising out of or related to unauthorized access to or use of your information by third parties.

To the maximum extent permitted by law, IHMVCU will not be liable to you or any third party for any direct, indirect, incidental, special, consequential, or punitive damages of any kind, including, but not limited to, damages for loss of profits, loss of use, loss of data, or other intangible losses, arising out of or related to (a) your use of or inability to use Digital Banking; (b) any inaccuracy or error in information provided through Digital Banking; (c) any transactions entered into through or based upon Digital Banking; (d) any security breach caused by a third party; or (e) any unauthorized access to or alteration of your transmissions or data, even if IHMVCU has been advised of the possibility of such damages and even if such damages were foreseeable.