Digital Banking Terms and Conditions

These Terms and Conditions were last modified on September 16, 2019.

Your acceptance of the Terms and Conditions. Read before continuing.
Visions Federal Credit Union is pleased to provide you with the information, content, tools, products and services on all Visions FCU Sites (the term "Visions FCU Sites" refers to all Visions FCU web sites and mobile applications, as well as to the content on them). Because these Terms and Conditions cover multiple web sites, some terms may refer to items that are available only on certain Visions FCU sites. These Terms and Conditions also include some important disclosures and information related to certain products and services. Your use of Visions FCU Sites is subject to these Terms and Conditions ("Terms").

These Terms and Conditions are a binding agreement between you and Visions FCU. By using or accessing the Visions FCU Sites, you accept and agree to be bound by these Terms and Conditions. Your use of Visions FCU Sites is governed by the version of the Terms and Conditions in effect on the date each Visions FCU Site is accessed by you. Visions FCU may modify these Terms and Conditions at any time and without prior notice. You should review the most current version of these Terms and Conditions by visiting the “Disclosures” page of visionsfcu.org found at https://www.visionsfcu.org/disclosures. These Terms and Conditions are in addition to any other agreements between you and Visions FCU, including any member or account agreements, and any other agreements that govern your use of information, content, tools, products and services available on and through the Visions FCU Sites.

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**Use of Visions FCU sites**
The Visions FCU Sites are intended only for your personal, non-commercial use, unless you and Visions FCU have agreed to otherwise in writing.

**Copyright policy, linking policy and trademarks**
The Visions FCU Sites are protected by applicable copyright laws. Accordingly, you may not copy, distribute, modify, post or frame-in the Visions FCU Sites, including any text, graphics, video, audio, software code, user interface design or logos.

Unless you and Visions FCU have agreed to otherwise, links from another web site to a Visions FCU Site must resolve to the top-level homepage of a Visions FCU domain (e.g., www.visionsfcu.org). In order to avoid confusion if you do link from another web site to a Visions FCU Site top-level homepage, your web site, and the link itself, may not suggest that Visions FCU endorses, sponsors or is affiliated with any non-Visions FCU web site, entity, service or product, and may not make use of any Visions FCU trademarks or service marks other than those contained within the text of the link.

All trademarks and service marks on the Visions FCU Sites belong to Visions FCU, except third-party trademarks and service marks, which are the property of their respective owners.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Visions FCU with the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;
2. A description of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works are the subject of a single notice, a representative list of such works;
3. An identification of the allegedly infringing material, and a description of where that material is located on the Visions FCU Site(s);
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that use of the disputed material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement by you, made under penalty of perjury, that the information you provide in your notice is accurate and that you are the owner of the allegedly infringed copyright, or that you are authorized to act on behalf of the copyright owner.

All correspondence regarding copyright infringement should be sent:
By mail: Visions FCU Attn: Digital Dept., 24 McKinley Ave, Endicott, NY 13760
By phone: 800-242-2120 ext. 10816 By email: digital@visionsfcu.org

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The Visions FCU Sites include general credit union information. Some of this content is supplied by companies that are not affiliated with any Visions FCU Entity ("Third-Party Content"). Visions FCU has not been involved in the preparation, adoption or editing of Third-Party Content and does not explicitly or implicitly endorse or approve such content. The Third-Party Content providers do not implicitly or explicitly endorse or approve the Third-Party Content.

While Visions FCU makes every attempt to provide accurate and timely information to serve the needs of users, neither Visions FCU nor the Third-Party Content providers guarantee its accuracy, timeliness, completeness or usefulness, and are not responsible or liable for any such content, including any advertising, products, or other materials on or available from third-party sites. Third-Party Content is provided for informational purposes only and Visions FCU and the Third-Party Content providers specifically disclaim any responsibility for Third-Party Content available on the site. You will use Third-Party Content only at your own risk. THE THIRD-PARTY CONTENT IS PROVIDED ON AN "AS-IS"
BASIS. THE THIRD-PARTY CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

THE THIRD-PARTY CONTENT PROVIDERS AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE THIRD-PARTY CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Prohibited uses
Because all servers have limited capacity and are used by many people, do not use Visions FCU Sites in any manner that could damage or overburden any Visions FCU server, or any network connected to any Visions FCU server. Do not use Visions FCU Sites in any manner that would interfere with any other party's use of the Visions FCU Sites.

Means of access
The Visions FCU Sites are generally intended to be viewed by a conventional web browser or mobile device with a screen resolution of 800 by 600 pixels or greater. Although you may use other means to access the Visions FCU Sites, be aware that the Visions FCU Sites may not appear accurately through other access methods, and you use them only at your own risk.
You should not access the Visions FCU Sites through devices or services that are designed to provide high-speed, automated, repeated access, unless such devices are approved or made available by Visions FCU.

Certain parts of the Visions FCU Sites are protected by passwords, secure access codes, or require a login. You may not obtain or attempt to obtain unauthorized access to such parts of the Visions FCU Sites, or to any other protected materials or information, through any means not intentionally made available by Visions FCU for your specific use.

Password security and notification
If you have a password for access to non-public areas of the Visions FCU Sites, you are solely responsible for maintaining the confidentiality and use of the password and other security data, methods and devices. Further, you are responsible for all activities that occur in connection with your password including all instructions electronically transmitted or use of any data, information or services obtained using your password and other security data. Visions FCU shall not be under any duty to inquire as to the authority or propriety of any instructions given to Visions FCU by you or via your password and shall be entitled to act upon any such instructions and Visions FCU will not be liable for any loss, cost, expense or other liability arising out of any such instructions. Accordingly, you should take steps to protect the confidentiality of your password. As an authorized user you accept full responsibility for the monitoring of your account including frequently checking your account information, reviewing your transaction history online or via mobile device and promptly reviewing any correspondence, account statements and confirmations received from Visions FCU. Notify Visions FCU immediately if you become aware of any unauthorized activity, disclosure, loss, theft or unauthorized use of your password. You agree to cooperate with Visions FCU in any investigation and agree to take corrective measures to protect your account from further fraudulent activity.
DISCLAIMER OF WARRANTIES
• VISIONS FCU DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES ABOUT THE VISIONS FCU SITES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE VISIONS FCU SITES ARE MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE" AND VISIONS FCU DOES NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED.
• VISIONS FCU DOES NOT WARRANT THAT THE VISIONS FCU SITES WILL MEET YOUR NEEDS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. VISIONS FCU ALSO MAKES NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF THE VISIONS FCU SITES WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE VISIONS FCU SITES WILL MEET YOUR EXPECTATIONS.

LIMITATION OF LIABILITY
• VISIONS FCU WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO INACCURATE INFORMATION, TRANSACTION FAILURES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE VISIONS FCU SITES AND THIRD-PARTY CONTENT, INCONVENIENCE OR DELAY). THIS IS TRUE EVEN IF VISIONS FCU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
• VISIONS FCU WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH SUCH VISIONS FCU DOES NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.
• IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnification
As a condition of your use of the Visions FCU Sites, you agree to indemnify and hold Visions FCU and its Third-Party Content providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your use of the Visions FCU Sites, or from your violation of these Terms and Conditions.

Changes to Visions FCU sites
Unless otherwise agreed, Visions FCU may discontinue or modify the Visions FCU Sites at any time without prior notice to you, and you accept those modifications if you continue to use the Visions FCU Sites.

Termination
Visions FCU may terminate your access to the Visions FCU Sites for any reason, without prior notice.

Governing law
Unless otherwise agreed, these Terms and Conditions and their enforcement are governed by the laws of the State of New York, without regard to conflicts of law, and shall inure to the benefit of Visions FCU’s successors and assigns, whether by merger, consolidation, or otherwise.

Severability
If a court of competent jurisdiction deems any provision unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

VISIONS FCU DIGITAL BANKING

END USER LICENSE AGREEMENT

“End User License Agreement”

Last Modified: September 16, 2019

PLEASE REVIEW THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING VISIONS FCU DIGITAL BANKING ACCESS, BECAUSE BY DOWNLOADING OR USING VISIONS FCU DIGITAL BANKING ACCESS YOU WILL HAVE INDICATED YOUR ACKNOWLEDGEMENT AND AGREEMENT TO EACH TERM, CONDITION, AND DISCLAIMER IN THIS END USER LICENSE AGREEMENT. The End User License Agreement, Terms and Conditions and Privacy Statement are collectively referred to as the “Terms and Conditions”. All access to and use of Visions FCU Digital Banking is subject to and governed by the Terms and Conditions.

VISIONS FEDERAL CREDIT UNION, ITS SUBSIDIARIES AND AFFILIATES (“OUR”, “WE”, “US”, “VISIONS FCU”, “PROVIDER”) WILL PROVIDE VISIONS FCU DIGITAL BANKING TO YOU ONLY UPON ALL OF THE TERMS, CONDITIONS AND DISCLAIMERS CONTAINED IN THE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS, CONDITIONS AND DISCLAIMERS, YOU ARE NOT AUTHORIZED TO STORE OR USE VISIONS FCU DIGITAL BANKING.

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1. **Services.** Visions FCU Digital Banking may enable access to and use of Visions FCU and/or third-party services and web sites (collectively and individually, “Services”). Both access to and use of the
Services may require Internet access and that you agree to additional terms and conditions.

2. Authority and Capacity. You represent, warrant and covenant that:
   a. you are at least eighteen (18) years old, and you are a U.S. citizen or are physically present in the United States as you access Visions FCU Digital Banking; and
   b. you are competent and you have the capacity and authority necessary to enter into this End User License Agreement.

3. Scope of License. The license granted to you for Visions FCU Digital Banking is limited to a non-transferable license to use Visions FCU Digital Banking on any compatible iOS6 or later device or similarly compatible Android device that you own or control and as permitted by (i) the Usage Rules contained in the App Store/Google Play Store Terms and Conditions (the “Usage Rules”) and (ii) the Terms and Conditions. Such license does not allow you to use Visions FCU Digital Banking on any device that you do not own or control (or for which you do not have authorization to install or run Visions FCU Digital Banking, such as where prohibited by applicable security policies in the case of corporate users), and you may not distribute or make Visions FCU Digital Banking available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense Visions FCU Digital Banking. You may not copy (except as expressly permitted by this license and the Usage Rules and the Terms and Conditions), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of Visions FCU Digital Banking, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with Visions FCU Digital Banking). Any attempt to do so is a violation of the rights of Visions FCU and its licensors. If you breach this restriction, you may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by Visions FCU that replace and/or supplement Visions FCU Digital Banking, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. VISIONS FCU DIGITAL BANKING IS LICENSED, NOT SOLD, TO YOU FOR USE ONLY UNDER THE TERMS AND CONDITIONS. VISIONS FCU RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.

4. No Amendment of Existing Terms and Conditions. The terms and conditions of this End User License Agreement do not amend, change or replace any other notices or information that you may receive in connection with your Visions FCU account including, without limitation, any information provided to you on your periodic statement or your agreement with Visions FCU governing your account (“Share/EFT Agreement”) which you can access here: https://www.visionsfcu.org/docs/disc_sharecheckeft.pdf

In case of any conflict between the terms and conditions of this End User License Agreement and your Share/EFT Agreement, the terms and conditions of your Share/EFT Agreement shall control.

5. Touch ID™, Face ID™ and Passcode Login. We may offer the option to log into the Visions FCU Mobile App using Touch ID™, Face ID™ and/or Passcode login. You can activate or deactivate these features by toggling on or off the “Touch ID” or “Face ID” or “Passcode Login” controls on the Settings screen and following the instructions. Visions FCU does not have access to your fingerprint, faceprint or passcode information. If you choose to save your User ID and Password, which is required to enable these Services, they will be encrypted and stored in your device's Apple iOS Keychain or your respective device’s storage.

You acknowledge that by enabling Touch ID™, you will allow anyone who has a fingerprint stored on your device access to your account on the Visions FCU Mobile App. We caution you against storing the fingerprints of others on your device. If you do, please make sure the individuals who have fingerprints...
stored on your device should be authorized to access the personal and payment information available through the Visions FCU Mobile App. Visions FCU reserves the right to suspend or disable this feature at any time. Touch ID™ and Face ID™ can only be associated with one Visions FCU User ID at a time on a device. For information on how Apple uses and stores your fingerprint and Keychain data, please see Apple's Privacy Policy and iOS Security Guide. Touch ID™ and Face ID™ is a registered trademark of Apple Inc.

Call us immediately at 800-242-2120 if you believe your device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization.

6. Transfers (Internal and External). Transfers are subject to these Terms and Conditions and your Visions Federal Credit Union Share/EFT Agreement. Visions Federal Credit Union reserves the right to refuse or cancel a transfer. We are obligated to notify you promptly if we decide to refuse or cancel any transfer request that complies with these terms and conditions. However, we are not obligated to provide notification of your transfer being refused or cancelled if you attempt to make transfers that are prohibited under this End User License Agreement, any additional agreement affecting the terms of your account(s), or federal and state law. You will also be held responsible for any additional fees charged in accordance with our Service Charge Schedule found at: https://www.visionsfcu.org/files/docs/service-charge-schedule.pdf.

Internal Transfers – “Internal Transfers” are monetary transfers between your eligible accounts at Visions Federal Credit Union. You may make one-time or recurring transfers between eligible accounts at Visions Federal Credit Union. Internal transfers are classified as funds transfers, member-to-member transfers and transfers using the Loan Payments function. Internal transfers initiated through digital banking before 9:00 P.M. (Eastern Time) on a business day are posted to your account the same day. Transfers completed after 9:00 P.M. (Eastern Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. Online banking identifies transfers based upon the User ID of the user who made the transfer.

External Transfers (For Personal Accounts Only) - “External Transfers” are monetary transfers to and from accounts that you are an authorized signer on at Visions Federal Credit Union and an external U.S. based Financial Institution, including but not limited to a transfer from an external Financial Institution to make a payment on your associated Visions Federal Credit Union loans and lines of credit. You acknowledge that the origination of ACH transactions to your account must comply with the provisions of U.S. law and that you are authorized to conduct transactions on all accounts involved in the transfer. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this service will be verified in accordance with our procedures.

When you add an external account, we will send two small micro deposits to your external account and then perform a single withdrawal of the micro deposits in the same total amount as an offset. You must demonstrate that you have access to the external account by correctly reporting the amounts of the micro deposits within Visions FCU Digital Banking. We reserve the right to impose a limit to the dollar amount of transfers and/or a limit to the total number of transfers that may be requested. We reserve the right to place a hold on any funds prior to debiting your funding account for the transfer amount or prior to crediting your Visions account from your external funding account. You are required to have sufficient funds available in the funding account of any transfer request(s) by the opening of the business day the transfer is to be processed. External Transfer limits are as stated; there is a maximum dollar amount of
$2,500 per day and $10,000 per month which includes both incoming and outgoing external transfers. In the event that a debit to any of your internal or external linked accounts, or any portion of any such debit, has failed and the credit side of such transaction has been made available, but cannot be funded, and we are unable to settle the transaction with either the debited or the credited account, we reserve the right, and you authorize us, to debit any of your Visions accounts (including joint accounts) to the extent necessary to offset any resulting deficiency. We reserve the right to resubmit a debit in the event of an insufficient or uncollected funds return. If we are unable to recover from you, then the recovery process set forth in your Share/EFT Agreement will apply. An External Transfer must be properly submitted using the service by 4:00 P.M. Eastern Time to be processed the same Business Day and will post to the receiving account, loan or line of credit no later than three business days after the “Transfer On” date, otherwise it will be processed on the following Business Day and post no later than four business days. For External Transfers, we reserve the right to wait a period of no more than three (3) business days after debiting your account prior to submitting a credit to the destination account of the transfer, and/or place a hold on a credit to the destination account of the transfer. When you schedule any type of transfer or recurring transfer for a future date using the service, it must be properly submitted at least one (1) calendar day prior to the desired processing date. All scheduled or recurring transfers for a future date will only be processed on Business Days. If the future date for processing is not a Business Day, the transfer will be processed on the next Business Day following the scheduled date. With respect to ACH transactions, if you receive credit for the completion of a transfer but there are/were insufficient funds available in your account and/or the debit to your account is returned for any reason you understand and agree that you are responsible for reimbursing us for the amount of the transfer, along with any additional fees in accordance with our Service Charge Schedule. You further understand that any and all ACH transactions processed by us is purely at our discretion and that the payment by us under these circumstances in no way obligates us to pay the same or similar items in the future. ACH payments are governed by the rules of the National Automated Clearing House Association.

In general, External Transfers (either one-time or recurring) can be cancelled prior to the cut-off time (4:00 P.M. Eastern Time) on the business day they are scheduled to be processed. However, if the transfer’s status is approved, you can no longer cancel it. Immediate transfers cannot be cancelled via the service once the transfer has been processed. You waive all liability or damages for any payment made before we have a reasonable opportunity to act on your termination notice. Fees may be charged for any returned item in accordance with our Service Charge Schedule and are subject to change.

Various disqualifying events may occur during your use of the service. You agree that we may reduce the dollar limits on transfers as described above or terminate your eligibility to make future external transfers (including cancelling scheduled future external transfers), in each case without prior notice (other than any notice required by applicable law), upon occurrence of a Disqualifying Event. Each of the following is a "Disqualifying Event":

(i) Any of your Accounts with us are not current or are not in good standing.

(ii) You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Account with us.

(iii) You have had any prior External Transfers involving accounts at other financial institutions cancelled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.
(iv) You attempt to use External Transfers to transfer funds between your eligible consumer Accounts with certain non-consumer accounts at other financial institutions, or to transfer funds between your eligible business Accounts with certain non-business accounts at other financial institutions.

(v) We suspect fraud or unauthorized use has or may occur with respect to your Account(s) with us or with respect to any External Transfer(s).

Notwithstanding the forgoing, we may modify these terms and conditions and/or terminate your eligibility to make future external transfers for any reason, in our sole discretion, after providing at least 10 days' notice.

**Your Liability for Unauthorized Transfers** - CONTACT US AT ONCE at 800-242-2120 if you believe your digital banking password or your mobile handheld device has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). You assume full responsibility for the security and confidentiality of your passwords, mobile phone number and personal identification numbers used to access Visions FCU Digital Banking.

7. **Person-to-Person Transactions (Send Money).** Send Money is a person-to-person funds transfer service offered through the digital banking platform. In using this service, you agree to all the terms and conditions provided in this End User License Agreement. Restrictions and limitations may apply. Visions Federal Credit Union reserves the right to deny or refuse any transaction. The individual initiating a transaction using this service must be a current member of the credit union. Transactions are facilitated through Acculynk, thus the sending and receiving party must have agreed to all terms and conditions before using the service. Visions Federal Credit Union will not charge a fee for this service. In using this service, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the agreement.

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the P2P Send Money Services provided to You under this End User License Agreement. We do not and cannot warrant that Services will operate without errors, or that any or all Services will always be available and operational. Except as specifically provided in this End User License Agreement, or otherwise required by law, You agree that Our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any Services or products provided under this End User License Agreement or by reason of Your use of or access to P2P Send Money Services.

8. **Push Notifications.** When you are logged into Visions FCU Digital Banking, you may receive a message asking if you would like to allow push notifications. Push notifications are a way for an application to deliver information, including alerts, sounds and icon badges, to your mobile device. Push notifications can be delivered whether or not you are currently logged-in to and/or using the application and whether or not your device is in locked and/or in sleep mode. The following are examples of the types of push notifications we may send, depending on your account and/or your preferences:
   - Fraud-related notifications, which may ask you to verify certain transactions and include details of such transactions, such as merchant name and transaction amount;
• Credit-related notifications, which may include transaction details such as merchant name, transaction amount and information regarding declined transactions, if any;
• Information regarding offers available to you through Visions FCU Digital Banking; and/or
• Other information related to your account.

Visions FCU does not charge a fee for sending push notifications, but fees may be imposed by your carrier or service provider depending on your data plan.

If you do not wish for others to view your notifications, you should establish a passcode lock for your device, lock it when not in use and guard your device’s screen when it is in unlocked. If you do not wish to receive push notifications from us, click “Don’t Allow” or another similar button when prompted. If you allow push notifications from us but later decide you no longer want to receive them, you can adjust your settings in Visions FCU Digital Banking, if available, or turn them all off through your device notification settings.

9. Changes to this End User License Agreement. Visions FCU reserves the right to revise this End User License Agreement at any time. Upon modification, Visions FCU will update the date indicated after “Last Modified” at the beginning of this document. Any modifications to this End User License Agreement will only affect your and our respective rights and obligations from the “Last Modified” date and thereafter. If you do not agree with the modified terms and conditions, however, you must immediately then cease using Visions FCU Digital Banking. Your continued use of Visions FCU Digital Banking constitutes your continued agreement to the terms and conditions herein.

10. Collection and Use of Data. You agree that Visions FCU may collect the following information periodically and without further notice to you as a result of your use of the Services: technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals. You agree that our use of this information is governed by the Visions FCU Privacy Notice:

https://www.visionsfcu.org/Privacy/

11. Termination. The license granted hereunder is effective until terminated by you or Visions FCU. Your rights granted hereunder will terminate automatically without notice from Visions FCU if you fail to comply with any terms and conditions. Upon termination of the license, you must cease all use of Visions FCU Digital Banking, and destroy all copies, full or partial, of Visions FCU Digital Banking.

12. Objectionable Materials. You understand that by accessing and/or using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to access and/or use the Services at your sole risk and that Visions FCU shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

13. Third-Party Materials. Certain Services may display, include or make available content, data, information, applications or materials from third parties (“Third-Party Materials”) or provide links to certain third-party web sites. You acknowledge and agree that Visions FCU is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or web sites. Visions FCU does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any Third-Party Services, Third-Party Materials or web sites, or for any other
materials, products, or services of third parties. Third-Party Materials and links to other web sites are provided solely as a convenience to you.

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