

ONLINE BANKING (eBRANCH) AGREEMENT AND DISCLOSURE

This Online Banking Agreement is the contract which covers your and our rights and responsibilities concerning the Online Banking services offered to you by Kinetic Credit Union - a Community Credit Union. Our Online Banking service, termed "eBranch," permits you to electronically initiate account transactions involving your accounts and to securely communicate with Kinetic Credit Union. In this Agreement, the words "you", "your" and "yours" mean those who request and use eBranch, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," "our," and "Credit Union" refer to Kinetic Credit Union. The word "account" means any one or more accounts you have with Kinetic Credit Union. By requesting and using the eBranch service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

The terms and conditions of this Agreement are in addition to the terms and conditions of any and all other share account and credit agreements, including all such disclosures made pursuant to such agreements you have with the Credit Union.

ONLINE BANKING SERVICE

eBranch Account Access

The eBranch service is accessible seven (7) days a week, twenty-four (24) hours a day through the Credit Union's website located at www.kineticcu.com. You will need a personal computer and access to the Internet in order to use the eBranch service. You must use your password in conjunction with your User ID (Member Number) to access your Credit Union accounts via eBranch. You are responsible for the installation, maintenance and operation of any software and your computer. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or your computer.

eBranch Services

In addition to access to your various credit union accounts, the Credit Union currently offers the below eBranch services:

- Account Access
- Check Ordering/Reordering
- Quick Transfer
- Scheduled & Recurring Transfers
- E-mail Alerts & Notifications
- Web Connect & Account Export
- eStatements *(requires separate enrollment)*
- eDocuments *(requires separate enrollment)*
- Loan Application
- Stop Payment

- Secure Forms
- Finance Works
- Purchase Rewards
- My TurboTax *(requires separate enrollment)*
- Bill Pay & Presentment *(requires separate enrollment)*

Types of Transactions

Currently, you may use the eBranch service to:

- Access your Credit Union accounts
- Make balance inquiries
- Obtain account histories
- Verify check clearings
- Make loan payments
- Transfer funds between your various Credit Union sub-accounts within the same member number
- Order/reorder blank checks
- Setup/receive e-mail alerts and notifications
- Access, view, save and print eStatements
- Receive eDocuments (i.e., eNotices) securely from the Credit Union
- Request a Stop Payment on a check
- Request other account services through Credit Union's Secure Forms
- Export account information to your personal financial management software application like Quicken® or Microsoft® Money
- Prepare/file your taxes online
- Setup/manage account aggregation of your Credit Union and non-Credit Union accounts
- Setup/manage a budget, track expenses and view your spending habits
- Manage/receive VISA check/debit card purchase rewards discounts and cash back offers
- Setup/manage one-time, scheduled and recurring bill payments

- Add/remove bill payment payees
- Review bill payment history
- Setup/manage electronic presentment/payment of your non-Credit Union billing statements
- Setup/manage bill pay and presentment alerts

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

Fees

There are no fees associated with the use of any of the eBranch services; however, the Credit Union may impose a small processing fee at the account level in order to complete a requested transaction (i.e., stop payment). Members should always refer to the Credit Union's current Fee Schedule for a listing of account services that require a processing fee.

New Online Services

The Credit Union may, from time to time, introduce new online services. We will notify you of any new services in advance. By using these services when they become available, you agree to be bound by the terms and conditions communicated to you concerning these services.

TERMS AND CONDITIONS

The first time and each subsequent time thereafter that you access your Credit Union accounts through eBranch, you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this, as well as the related Agreement listed below:

- **FinanceWorks & Purchase Rewards Offers - End User License Agreement** - Provides you with personal and limited use of the FinanceWorks and Purchase Rewards services within eBranch.

Your eBranch Password

You will be given a Telephone Banking (TB) access code when you first open your account at the Credit Union that you will use as your temporary password the first time you access eBranch. You will be required to change the TB access code to a password of your choosing during initial sign-on. This password can be changed within eBranch through the User Options at your discretion. We recommend that you change your password regularly. The Credit Union will act on instructions received under your password. For security purposes, the Credit Union will require that you change your eBranch password every 45 days. It is recommended that you memorize your eBranch password and do not write it down. You are responsible for keeping your eBranch password, account numbers and other account data confidential.

Important: The Credit Union will never contact you via telephone, E-mail, text message, or through any other means and request that you divulge your eBranch sign-on credentials, account information, or any other personal non-public information.

Enhanced Logon Security

The Credit Union further protects your Credit Union accounts with its Enhanced Logon Security when accessing eBranch. Enhanced Login Security, also known as Multi-Factor Authentication, significantly increases your level of protection online. Not only will your password and user ID be recognized, but your computer will be recognized as well. If we don't recognize your computer - you have logged in from a public computer or one you have not registered before - you will be prompted to provide answers to multiple Challenge Questions - information that only you will know - and be provided the opportunity to register the computer you are signing into eBranch through for Enhanced Logon Security. This step acts as an additional line of defense against unauthorized access to your accounts. You will be required to setup Enhanced Logon Security during your initial eBranch sign-on and whenever your eBranch account sign-on credentials are reset by the Credit Union.

Forgotten Password Reset Feature

Should you forget your eBranch password, the Credit Union provides you with a means to reset your password yourself through the Credit Union's website. The Forgotten Password Reset feature can be accessed by clicking on the "forgot password?" link located under the Password field on our website. You will be presented instructions for resetting your eBranch password based on the Member Number you enter. Once reset, you will be able to sign-on to eBranch using the new password you selected.

Alternatively, you can call the Credit Union at 706.320.8500 (local) or 1.877.332.1269 (toll free) or 706.257.7536 (hearing impaired) and request that your eBranch password be reset.

Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor our service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Credit Union, OR by Internet browser providers such as Mozilla (FireFox browser) and Microsoft (Internet Explorer browser), OR by Internet Service Providers (ISP) OR by other online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, online financial services, or Internet browser or access software.

Service Limitations

The following transaction limitations may apply in using the eBranch services listed above:

- **Transfers.** You may make unlimited funds transfers from your Checking Account. However, transfers from your Regular Savings, a Special Secondary Savings, Scottie Savers, Xtreme Savers, Prime Club Savings, or Money Market Account will be limited to a total of six (6) in any one month. You cannot initiate transfers to or from IRA Accounts or any restricted accounts through eBranch. You can transfer to a line-of-credit or VISA account; however, you cannot initiate a transfer from a line-of-credit account, or a cash advance from a VISA account through eBranch. You may transfer or withdraw up to the available balance in your account, except as limited under this Agreement or your share or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
- **Account Information.** The account balance and transaction history information within eBranch may be limited to recent account information involving your accounts. The Credit Union only retains your online eStatements for a period of six (6) months before they are purged. To avoid

not having access to statement information older than 6 months, the Credit Union highly recommends that you either save your eStatements to your computer hard drive or print them for future reference. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

- **Bill Payment & Presentment.** We will process bill payment transfer requests only to those creditors that the Credit Union has designated in the Bill Payment service and such creditors as authorized by the member and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete or inaccurate. We will withdraw the designated funds from the member's Checking Account for bill payment transfers by the designated cut-off time on the date the member schedules for payment. We will process the member's bill payment transfer within 10 business days before the date they are scheduled for payment. Members must allow sufficient time for vendors to process their payment after they receive a transfer from us. Members must leave as much time as though they were sending their payment by mail. We cannot guarantee the time that any payment will be credited to a member's account by the bill payment payee. There is no limit on the number of bill payments per day. See our Bill Payment & Presentment page on our [website](#) for more information.

Changes to Charges, Fees or Other Terms and Conditions

We reserve the right to change the charges, fees or other terms and conditions described in this Agreement. However, when changes are made to any fees or charges, we will notify you online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Truth-in-Savings Rate and Fee Schedule located on our [website](#).

Disclosure of Account Information

We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers and bill payments;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your written permission.

Billing Errors

In case of errors or questions about electronic funds transfers from Savings and Checking Accounts or questions concerning transactions listed on your statements, members should follow the procedures outlined in the Credit Union's Billing Rights statement.

Financial Institution's Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction; if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy; or if the transaction involves a loan request exceeding your credit limit.
- If you use your card, access code or password in an incorrect manner.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, password, or any EFT facility for making such transfers.
- If the telephone or computer equipment used to conduct telephone banking or online/PC transactions is not working properly and you knew or should have known about the breakdown when the transaction was initiated.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

Enforcement

You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs, expenses from your account without prior notice. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

Governing Law

This agreement is governed by the bylaws of the Credit Union, federal laws and regulations of the United States, the laws and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

Termination of Online Banking Services

- **Termination of eBranch.** You agree that we may terminate this Agreement and your use of the eBranch services if you or any authorized user of your account or password breach this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your account or password. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day

following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

- **Dormant eBranch Accounts**. Dormant eBranch accounts are accounts that have had no activity for a period of six (6) consecutive months (i.e., the member has not logged into eBranch). Dormant eBranch accounts will be closed and all Recurring Transfer, eStatement, eDocuments, and Bill Payment & Presentment information will be purged from the system. All electronic account documents (i.e., eStatements and eNotices) that the member was receiving through eBranch will be converted to print documents/statements for the next billing cycle after the date that the member's eBranch account was purged from the system. In order to access the Credit Union's online banking services again, the member will need to re-enroll in eBranch.

PROTECTING YOUR ACCOUNT

Preventing Misuse of Your eBranch Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your electronic account documents and eStatements upon receipt. If you find that your records and our records disagree, you must immediately call the Credit Union at 706.320.8500 (local) or 1.877.332.1269 (toll free) or 706.257.7536 (hearing impaired). See the Credit Union's Billing Rights statement located on our website.

Security of Your Credit Union Telephone Banking (TTB) Access Code and eBranch Password

The TTB access code issued to you upon account opening is for your security when enrolling in eBranch. It is your responsibility to keep the TTB access code and your subsequent eBranch passwords confidential at all times. You should not disclose your access code or password to third parties or record them. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to use your password that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your password and the Credit Union suffers a loss, we may terminate your eBranch and credit union account services immediately.

Unauthorized Transactions in Your Credit Union Accounts

If you believe that someone has used your password or has transferred or may transfer money from your account without your permission, call the Credit Union at 706.320.8500 (local) or 1.877.332.1269 (toll free) or 706.257.7536 (hearing impaired) or write us at:

Kinetic Credit Union
Attention: Member Services
PO Box 9818
Columbus GA 31908-9818

What Types of Personal Information We Collect

The Personal Information that the Credit Union and our authorized service providers collects from or about you may include:

1. Contact Information such as name, postal address, and e-mail address;

2. Account numbers and other information on bills and other account documents you would like to view online;
3. Information about credit union checking accounts, if you decide to make payments from those accounts through the eBranch site;
4. Information maintained about you by consumer reporting agencies, including credit bureaus; and
5. Information to help verify your identity and authenticate your access to your eBranch account, including a password, challenge questions and challenge answers.

How We Collect Your Personal Information

The Credit Union and its service providers may collect Personal Information about you from the following sources:

1. Your enrollment applications, or similar forms;
2. Your use of the eBranch site and the products and services offered through it, including data transmitted to the Credit Union and its service providers through cell phones and other mobile devices;
3. Companies that provide content, such as electronic bills, to the eBranch site, or that use the Credit Union's electronic billing and/or electronic payment services at their sites;
4. Consumer reporting agencies; and
5. Other sources, as allowed by law.

Cookies and Other Related Issues

When you visit the eBranch site, we receive certain standard information that your browser sends to every website you visit, such as your IP address, browser type and language, access times and referring website addresses. This data does not identify you uniquely.

We may also receive additional information about your visit to the eBranch site, including the pages you view, the links you click and other actions you take in connection with the eBranch site and the products and services offered through it. This data is used to make the site design more efficient for our members.

Like most websites, the Site also uses "cookies," which are small text files placed on your computer by the web server when you visit the eBranch site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site (such as when you are going through the authentication process or using web chat), but a few are "persistent" cookies that stay on your hard drive and are read by the web server when you return to the site. The eBranch site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the eBranch site. Cookies cannot and will not be used to deliver or run programs on your computer. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you will not be able to sign-in or use other interactive features of the eBranch site that depend on cookies.

How We May Use and Disclose Your Personal Information

The Credit Union treats your Personal Information as confidential. The Credit Union does not sell or rent your Personal Information. The Credit Union does not share your Personal Information in a manner that differs from what is described in our Privacy Notice without your prior consent. We may use and disclose your Personal Information for the following purposes, including limited disclosures to nonaffiliated third-party service providers performing services on our behalf, and to certain other non-affiliated entities as described below:

1. To complete transactions and render products and services authorized by you (such as sharing the information with an electric company or other biller as necessary to allow the biller to authenticate you, to pay a bill, and to send messages to you related to the authorized products and services);
2. To send you information about additional products and services that have been or will be offered through the Site by the Credit Union and others; although you may opt out of receiving commercial email marketing messages from the Credit Union by following the opt-out processes described in those messages;
3. To perform fraud screening, to verify your identity, determine your credit history, collect on accounts, furnish delinquent account information to credit reporting agencies, and verify the information contained in your account (such as sharing information with a credit reporting agency during the account enrollment process);
4. To comply with laws and regulations, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend the Credit Union from claims, and to protect the Credit Union's rights and property, and as otherwise permitted by applicable law; and
5. As otherwise authorized by you.

Access to Your Personal Information in eBranch

You may review and update the Personal Information maintained about you through the "User Options" button in eBranch at any time to ensure that it is accurate and up-to-date.

How We Keep Your Personal Information Secure

To ensure that your Personal Information remains confidential, the Credit Union uses the industry's highest level of Secure Sockets Layer (SSL) technology to transmit and receive your Personal Information in an encrypted form.

Additionally, we maintain physical, electronic, and procedural safeguards to help prevent unauthorized access to your Personal Information. We update and test our technology frequently to improve these protections and to ensure the integrity of your Personal Information.

The Credit Union has policies and procedures that limit employee access to your Personal Information to those with a business reason to have such information. We educate our employees about the importance of confidentiality and member privacy, and we take appropriate disciplinary measures to enforce our privacy practices.

Protection for Former Members

We treat the Personal Information of our former members with the same care and respect as that of our current members.

Compliance with Applicable Laws

The Credit Union and our service providers complies with applicable laws and regulations pertaining to information about you, including U.S. federal laws pertaining to "nonpublic personal information" and "consumer report information." The Credit Union and our service providers uses and discloses those types of information only as permitted by applicable law and described in our Privacy Notice. For a printed copy of the most current Privacy Policy you may print it from our [website](#) on a printer attached to your computer or contact us by mail, by telephone, or by secure E-mail as described below.

CONSENT FOR ELECTRONIC DISCLOSURES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT

Introduction. You are submitting an application to the Credit Union. In order to do this, we need you to consent to our giving you certain disclosures electronically. This document informs you of your rights when receiving legally required disclosures, notices and information ("Disclosures") from the Credit Union. By completing and submitting an application through us, you acknowledge receipt of this document and consent to the electronic delivery of such Disclosures. All agreements with the Credit Union are subject to the terms and conditions of your Credit Union Membership Agreement.

Electronic Communications. Any Disclosures related to your Request will be provided to you electronically. However, if you wish to obtain a paper copy of any of the Disclosures, you may write to us at: P.O. Box 9818, Columbus, GA 31908-0818 with the details of your request. Paper copies will be provided to you at no charge.

Consenting to Do Business Electronically. Before you decide to do business electronically with the Credit Union, you should consider whether you have the required hardware and software capabilities described below.

Scope of Consent. Your consent to receive Disclosures and to do business electronically, and our agreement to do so, applies to all Credit Union electronic services.

Hardware and Software Requirements. To access and retain the Disclosures electronically, you will need to use the following computer software and hardware: Internet Explorer 6.0 or above, Mozilla Firefox 2.0 or above or equivalent software; and hardware capable of running this software.

Withdrawing Consent. You understand that you may not withdraw consent as to the disclosures we will provide to you at this time with your application. You may withdraw your consent to do further business electronically with us at no cost to you. You may do so by contacting us at the mailing address provided above or by using our secure email form. In your request, please clearly state that you wish to withdraw your consent to do further business with us electronically and that you wish to receive printed correspondence going forward. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic Disclosures will not be affected.

Changes to Your Contact Information. You should keep us informed of any change in your electronic or mailing address. You may write to Kinetic Credit Union at: P.O. Box 9818, Columbus, GA 31908-0818 regarding any such changes.

YOUR ABILITY TO ACCESS DISCLOSURES. BY COMPLETING AND SUBMITTING YOUR REQUEST, YOU ACKNOWLEDGE THAT YOU CAN ACCESS THE ELECTRONIC DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE.

CONSENT. BY COMPLETING AND SUBMITTING YOUR REQUEST, YOU CONSENT TO HAVING ALL DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM.

Contacting Us

If you have any questions concerning this Online Banking (eBranch) Agreement & Disclosure, please contact us in one of the following ways:

- In Writing: Kinetic Credit Union, Attn: Member Services, PO Box 9818, Columbus, GA 31908-0818
- By Telephone: 706.320.8500 (local); 1.877.332.1269 (toll free); 706.257.7536 (hearing impaired)
- By Secure E-mail: Click on the E-mail Us link located on the Contact Us page on our website

Disclosures Related to Other eBranch Services

The below links provide you with a preview of disclosures for eBranch services that require your acceptance during a separate enrollment. You will be presented with these disclosures as you enroll in each of the services within eBranch.

- eDocument Disclosure
- Online Bill Payment Agreement
- Turbo Tax for Online Banking Agreement
- Funds Transfer and Popmoney Agreement
- Shared Access Agreement

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.