



4830 N. Ballard Rd.  
Appleton, WI 54913  
920-882-4800

## ONLINE AND MOBILE BANKING SERVICES AND E-SIGN AGREEMENT

<b>A. INTRODUCTION .....</b>	<b>2</b>
<b>B. DEFINITIONS .....</b>	<b>2</b>
<b>C. SECURITY AND PRIVACY .....</b>	<b>3</b>
<b>D. SOFTWARE AND HARDWARE .....</b>	<b>4</b>
<b>E. DESCRIPTION OF THE ONLINE BANKING SERVICES .....</b>	<b>5</b>
<b>F. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS .....</b>	<b>5</b>
<b>G. LIMITATIONS ON AVAILABILITY OF ONLINE SERVICES .....</b>	<b>5</b>
<b>H. BILL PAY SERVICE.....</b>	<b>6</b>
<b>I. MOBILE CHECK DEPOSIT .....</b>	<b>12</b>
<b>J. OTHER FEATURES.....</b>	<b>15</b>
<b>K. SWITCH ACCOUNTS .....</b>	<b>16</b>
<b>L. ELECTRONIC DISCLOSURE AND CONSENT (E-SIGN AGREEMENT) .....</b>	<b>17</b>
<b>M. ACCESSING ACCOUNTS ON YOUR MOBILE DEVICE.....</b>	<b>18</b>
<b>N. YOUR ONLINE BANKING RESPONSIBILITIES.....</b>	<b>18</b>
<b>O. TERMINATION .....</b>	<b>19</b>
<b>P. SCHEDULE OF FEES.....</b>	<b>19</b>
<b>Q. NO WARRANTIES: LIMITS ON LIABILITY.....</b>	<b>19</b>
<b>R. GENERAL PROVISIONS.....</b>	<b>20</b>
<b>S. HOW TO CONTACT US .....</b>	<b>22</b>

## A. INTRODUCTION

This Online and Mobile Banking Services and E-Sign Agreement ("Agreement") governs the use of Prospera Credit Union's ("Prospera") Online and Mobile Banking Service ("Online Services") and describes your rights and obligations as a user of those Online Services. The Agreement also describes the rights and obligations of Prospera relative to the provision of the Online Services. Please read this Agreement carefully and in its entirety. We suggest you print a copy of this Agreement.

This Agreement constitutes the complete and exclusive agreement related to the Online Services, and supplements any other agreement or disclosure related to your Accounts at Prospera. In addition to this Agreement, you agree to be bound by and comply with the requirements of the agreements applicable to each of your Accounts. You should review your other Account agreements and disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Account(s) at Prospera or any statement by our employees or agents, this Agreement shall control as to the subject matter addressed herein. Please visit <https://myprospera.com/terms-and-conditions> to view all such agreements and disclosures.

Your use of the Online Services constitutes your acceptance of this Agreement. By requesting and using one of these Online Services and electronically verifying receipt of this agreement and disclosure, you agree to comply with the terms and conditions of this Agreement. If you are accepting this Agreement on behalf of a company or other business entity, you represent and warrant that you are authorized to do so and to bind the entity to the provisions hereof.

Once you establish membership in Prospera, you are eligible to enroll in Online Services and can do so by visiting <https://myprospera.com/eservices/online-banking>. Enrollment in Online Services constitutes your authorization to Prospera to provide you electronic access to your linked accounts. This Agreement shall become effective on the date you enroll in Online Banking and any change to, or amendment of this Agreement shall be effective as of the date notice of the change or amendment is provided to you by Prospera.

## B. DEFINITIONS

The following definitions apply in this Agreement.

1. **"Online Service(s)"** is the umbrella term used for Prospera online banking applications that provide members and their authorized users access to the financial services Prospera makes available online through its website (currently available at: <https://www.myprospera.com>), its Mobile App or through any other electronic technologies that may be developed and offered.
2. **"Online Banking"** means the Internet application portion of the Online Services accessed via a web browser regardless of device type.
3. **"Password"** is the customer-generated code selected by you for use during the sign-on.
4. **"Account"** means the Prospera Account from which you will be conducting transactions using the Online Service. Prospera reserves the right to determine which accounts can be Online Serviced using our Online Banking platform. Some accounts may not be available to view or transact through this platform.
5. **"We", "us", "our" or "Prospera"** refers to Prospera which offers the Online Services and which holds the Accounts accessed by the Online Services.
6. **"You" or "your"** refers to the owner of the Account(s), authorized signer on the Account or someone who is specifically designated by the Account holder to have access to the Account.
7. **"Mobile Banking" or "Mobile App"** refers to the portion of the Online Services accessed through an application (the "app") downloaded to your mobile device. The app allows you to perform various functions including viewing account balances and transaction information, bill payments and transferring funds.
8. **"Mobile Device"** refers to any handheld device used to access our Mobile App using Apple or Android Apps or Mobile Web Browser. These devices typically are smart phones, tablets, etc.
9. **"Communications"** means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.

10. **"Transactions"** means transactions that you may conduct in connection with your Accounts via the Online Services.

11. **"Business Days"** means Mondays –Fridays, except for Federal holidays which are excluded.

12. **"Payee"** means a person or business that you are paying.

### **C. SECURITY AND PRIVACY**

#### **1. Security of Online Services.**

Prospera is committed to online technology and continues to monitor and improve our Online Services software applications so that you can use Online Services to access your Prospera accounts safely and securely. For instance, the data passed to and from our internal servers to your computer or mobile device is encrypted. Encryption mitigates the risk of data being intercepted and/or viewed by unauthorized third parties. Prospera tests its firewalls by an independent third party to ensure reasonable precautions have been implemented to prevent unauthorized access. Each user session is limited to a specific length of idle time after which the session automatically times out, reducing the window of opportunity for someone without authority to access your account information should you inadvertently leave your computer or mobile device without first signing off.

#### **2. Passwords.**

When you enroll for the Online Services, you will select a Password to be used by you to access your Accounts and make transfers between Accounts through the Online Banking system. It is very important that you select a Password you will remember and that does not contain information about you that could be easily compromised. You are responsible for keeping your Password and account information confidential.

You may change your Password at any time while in the Online Banking system. Currently, your Password is case sensitive and must have at least ten (10) characters including at least one (1) number, one (1) letter, and one (1) special character. Password requirements may change from time-to-time.

If you are using the Online Services in connection with business Accounts, the following provisions apply:

- a. **Protecting Your Password.** You agree that Prospera may send notices and other communications to the current address shown in our records, whether that address includes a designation for delivery to the attention of any individual. You further agree that Prospera will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: (i) keep your Password (secure and strictly confidential); (ii) instruct each person to whom you have authorized to have a user Password that he or she is not to disclose it to any unauthorized person; and (iii) immediately notify us and select a new Password if you believe your Password has become known to an unauthorized person.
- b. Prospera will have no liability to you for any unauthorized payment or transfer made using your Password before you have notified us of possible unauthorized use and Prospera has had a reasonable opportunity to act on that notice. Prospera may suspend or cancel your Password without receiving such notice from you if we suspect that your Password is being used in an unauthorized or fraudulent manner. Prospera will have no liability for such suspension or cancellation.

#### **3. Disclosure of Account Information to Third Parties.**

It is our general policy to treat your account information as confidential. However, Prospera will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional Online Services;
- c. To verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
- d. To a consumer reporting agency for research purposes only;

- e. To comply with a governmental agency or court orders; or
- f. If you give us your written permission.

#### **4. Procedures.**

You represent that you have considered the security procedures of Online Services and find that the security procedures are commercially reasonable for verifying that the Online Services described in this Agreement or other communications that purportedly was initiated by you is, in fact, yours. In reaching this determination, you have considered the nature, types, and frequency of the Online Services you anticipate using pursuant to this Agreement.

### **D. SOFTWARE AND HARDWARE**

#### **1. Ownership & License.**

You agree that Prospera or its licensors or other designees retains all ownership and proprietary rights in the Online Services and the Online Banking platform, including in all associated content, technology, and website(s). Your use of the Online Services is subject to and conditioned upon your complete compliance with this Agreement and your failure to do so is grounds for us to terminate this Agreement. Without limiting the restriction of the foregoing, you may not use the Online Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Bill Pay Online Services.

#### **2. Malicious Software (Malware).**

Malware is software intentionally designed to cause damage to a computer after it is implanted or introduced. It includes computer viruses, worms, Trojan horses, ransomware, spyware, and other bugs. While we strive to prevent Online Services from becoming compromised by malware, we cannot guarantee that you will not come into contact with malware while accessing Online Services, and you agree that we are not responsible for any electronic virus or other type of malware you may encounter accessing Online Services.

We strongly recommend that you install and maintain anti-virus software on your personal computer and routinely scan your computer to detect and remove any viruses and other malware found. Undetected and unrepaired, malware may corrupt and destroy your programs, files and even your hardware. We make no warranties regarding malware of any type, and you agree that we will not be liable for any losses to you caused by malware on your computer or mobile device regardless of its origin.

#### **3. Devices and Equipment.**

You are solely responsible for your choice of equipment, wireless carriers, Internet or email service providers, web browsers, voice/data plans, etc., and for resolving any issues concerning operation, performance, availability, costs, etc., relating to any of the foregoing with the appropriate provider. Notwithstanding the foregoing, there are certain minimum technology requirements you must have to access and use Online Service:

##### **1. Access Through Our Website.**

To access, view and sign copies of electronic Documents and Disclosures, you will need to have:

- a. **access to a computer or other electronic device that can connect online to our website;**
- b. **an active email address and/or mobile phone number;**
- c. **a Current Version (defined below) of an Internet browser we support (such as Google Chrome®, Mozilla® Fire-fox®, Microsoft Edge®, or Apple Safari®); and**
- d. **software that is capable of receiving, accessing, and displaying communications received from us in electronic format (e.g., HTML, PDF) such as Adobe Acrobat Reader®.**

##### **2. Access Through Our Mobile App**

To access and use the online services available through our Mobile App, you must:

- a. **have a mobile device running on the latest version of either Apple™iOS or Android™OS; and**

- b. download the Current Version of our Mobile App, which is available through the Apple App Store® or Google Play®.

By “Current Version,” we mean a version of the software that is currently being supported by its publisher. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

#### **E. DESCRIPTION OF THE ONLINE BANKING SERVICES**

The Online Services currently allows you to do the following:

1. Access to your Accounts, and view account balances and statements. 18 months of transaction activity is available online for your review. The account balance shown may differ from your records because it may not include deposits not available for withdrawal, outstanding checks or other withdrawals, payments or charges that have not yet posted.
2. Pay bills online using Online Bill Pay Online Services if you have a checking Account open with us.
3. View check images online. Check images are identified for ease of reference.
4. Obtain account details. The information displayed in Online Banking is not an official disclosure. It does not replace your Prospera statement, account, or loan disclosures, and/or disclose all fees, charges, interest and/or amount due when displaying a loan payoff or negative balance payoff. For example, the actual payoff balance may be greater than the displayed balance due to the exclusion from the displayed mortgage loan payoff and/or loan payoff balance of interest and/or fees that may accrue through the date that you intend to pay off your loan.
5. Initiate certain Transactions from your Account (and view Transaction information), and transfer funds among designated Accounts. Funds may be transferred between specified checking, savings, and loan Accounts, and you may make one-time transfers or schedule future or recurring transfers.
6. Deposit checks to your account using our Mobile Check Deposit service.

Once you submit your request to enroll in Online Banking, you will be automatically enrolled in electronic delivery of all required Communications, including eStatements, for all eligible accounts. You may also choose to enroll in additional services such as Bill Pay. You may access your Accounts 24 hours a day, seven (7) days a week. However, the availability of the Online Services may be suspended for brief periods of time for purposes of maintenance, updating and revising of software. To enroll for the Online Banking system, you must have at least one Account with Prospera.

Unless otherwise specified, all Online Banking transaction requests received after the end of a business day and all transactions which are requested on Saturdays, Sundays, or Federal holidays will be processed on Prospera's next business day.

#### **F. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

Your consent to receive Communications electronically is governed by the E-Sign Agreement in Section L of this document. Consent to the E-Sign Agreement is required in order to access and use Online and Mobile Banking. By accepting this agreement, you are automatically enrolled in electronic delivery of required disclosures and statements, including eStatements by default for all eligible accounts. You may update your delivery preferences or withdraw your consent in accordance with the terms outlined in the E-Sign Agreement.

#### **G. LIMITATIONS ON AVAILABILITY OF ONLINE SERVICES**

Subject to the terms of this Agreement and our scheduled unavailability time, you will generally be able to access your eligible accounts through Online Services and use any of its services 7 days a week, 24 hours a day, 365 days per year. During our scheduled unavailability time, however, some or all Online Services may be unavailable due to system maintenance or upgrades, and Online Services may be unavailable, or its services may be limited, at any time due to circumstances beyond our control. We make no warranties or guarantees as to the availability of Online Services. If you are unable to access Online Services to view your accounts and/or schedule a transfer or payment, and your inability to do so is because of a scheduled or unexpected unavailability, we will not be responsible or liable for any loss or harm you may incur due to a late payment, or for any inconvenience you may experience during periods in which you cannot access Online

Services. If you find you cannot access Online Services and you need to initiate an electronic transaction or otherwise need immediate access to your accounts, please call 920-882-4800 for further assistance.

## **H. BILL PAY SERVICE**

The Bill Pay Online Service enables you to make both recurring and one-time payments from one or more of your designated checking Account(s) to the “Payees” you choose in accordance with this Agreement. Bill Pay service is provided by a third-party vendor.

By choosing to use the Bill Pay service, you agree to be subject to the terms and conditions outlined in these Bill Pay Terms of Online Service.

### **1. Use of Online Bill Pay.**

The Bill Pay service permits you to send funds: (a) a person or entity to which you wish a payment to be directed or the entity from which you receive electronic bills (each person or entity, a “Payee”); (b) to other persons with accounts outside of Prospera; and (c) to your other accounts (persons described in (b) and (c), each a “Non-Biller Payee(s)”).

### **2. Payment Scheduling.**

- a. To schedule a payment, you must select a date your payment will be debited (such date, the “Scheduled Payment Date”) for each Payee. This will determine the date for your Payee to receive the payment (the “Deliver by Date”). When scheduling such payments, you must select a Scheduled Payment Date that results in a “Deliver by Date” which is no later than the date reflected on your Payee statement for which the payment is due (the “Due Date”) unless the Due Date falls on a nonbusiness day. If the actual Due Date falls on a non-business day, you must select a Scheduled Payment Date that results in a Due Date which is at least two (2) business days before the actual Due Date. All Deliver by Dates must be prior to any late date or grace period permitted by the Payee.
- b. The necessary funds must be made available in the checking account from which bill payments will be debited (your “Payment Account”) on the Scheduled Payment Date.
- c. The earliest possible Deliver by Date for each Payee (typically four business days from the current date if the Payee can receive the payment electronically or up to ten business days if the Payee is not capable of receiving the payment electronically) will be designated within the Online Service when you are scheduling the payment. Therefore, the Online Service will not permit you to select a Deliver by Date prior to the earliest possible Deliver by Date designed for the Payee. If the Payee permits, for a fee, Prospera may also offer a rush payment option (typically one to three business days) which may be paid via check or electronic payment, if supported by a Payee.
- d. You may choose to schedule payments to recur in the same amount at regular weekly, every other week, every four weeks, monthly, twice monthly, semi-monthly, every three months, every six months, or annual intervals. When you create a new Payee in the Online Service, it may take two business days to set up the Payee to receive payments. You should schedule a payment to a new Payee at least fourteen business days before any payment Due Date, to allow the Online Service time to set up the Payee and verify information about your account with the Payee.
- e. For all subsequent payments, you agree to allow at least four to fourteen days between the Scheduled Payment Date and the payment Due Date.
- f. If the Online Banking session during which you schedule a payment or transfer ends by 4:00 PM Central Time on a business day, the Bill Pay service will be considered to have received it on that day. Otherwise, it will be considered received on the following business day.

### **3. Prohibited Transactions.**

You agree not to use or attempt to use the Bill Pay service: (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a “money Online Service business” as defined in Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement.

You acknowledge and agree that Prospera has no obligation to monitor your use of the Bill Pay service for transactions and activity that are impermissible or prohibited under the terms of this Agreement; provided, however, that Prospera reserves the right to decline to execute any transaction or activity that Prospera believes violates the terms of this Agreement. PAYMENTS TO PAYEES AND NON-BILLER PAYEES OUTSIDE OF THE UNITED STATES OR ITS TERRITORIES ARE PROHIBITED THROUGH THE ONLINE SERVICE.

#### **4. Payment Authorization and Payment Remittance.**

- a. By providing the Bill Pay service with names, contact information, and/or account information of Payees and Non-Biller Payees to whom you wish to direct payments, you authorize the Bill Pay service to follow the information provided by you to the Bill Pay service for a payment to be made to a Payee or Non-Biller Payee (such as, but not limited to, Payee/Non-Biller Payee name, Payee/Non-Biller Payee contact information, Payee/Non-Biller Payee account number, and Scheduled Payment Date) (such information, "Payment Instructions") that it receives through the payment system. To process payments more efficiently and effectively, the Bill Pay service may edit or alter payment data or data formats in accordance with Payee/Non-Biller Payee directives.
- b. When any payment or other Online Service generates items to be charged to your Payment Account, you agree that the Bill Pay service may debit your Payment Account without requiring your signature on the item and without prior notice to you.
- c. When the Bill Pay service receives a Payment Instruction, you authorize the Bill Pay service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver by Date.
- d. You also authorize the Bill Pay service to credit your Payment Account for payments returned to the Bill Pay service by the United States Postal Bill Pay service, Payee or Non-Biller Payee, or payments remitted to you on behalf of another authorized user of the Bill Pay service.
- e. The Bill Pay service will use its best efforts to make all your payments properly. However, the Bill Pay service shall incur no liability if the Bill Pay service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:
  - i. If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
  - ii. The payment processing center is not working properly, and you know or, to the extent reasonably practicable, have been advised by the Bill Pay service about the malfunction before you execute the transaction;
  - iii. You have not provided the Bill Pay service with the correct Payment Account information, or the correct name, address, phone number, email address, or account information for the Payee or Non-Biller Payee; and/or,
  - iv. Circumstances beyond control of the Bill Pay service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction.

Provided none of the foregoing exceptions are applicable and you have a consumer account, if the Bill Pay service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Bill Pay service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

Provided none of the foregoing exceptions are applicable, and you have a business account, if Prospera fails or delays in making a payment or transfer pursuant to your instructions, or if Prospera makes a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, Prospera's liability shall be limited to interest on the amount that Prospera failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. Prospera may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and Prospera's payment to either party will fully discharge any obligation to the other. If Prospera makes a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if Prospera permits an unauthorized

payment or transfer after Prospera has had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, Prospera's liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed sixty (60) days' interest. If Prospera becomes liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where Prospera is headquartered for each day interest is due, computed on the basis of a 360-day year.

## **5. Payment Methods.**

The Bill Pay service reserves the right to select the method in which to remit funds on your behalf to your Payee or Non-Biller Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment, or a laser draft payment.

## **6. Payment Cancellation Requests.**

You may cancel or edit any scheduled payment (including recurring payments) by following the directions within the Bill Pay service. There is no charge for canceling or editing a scheduled payment. Once the Bill Pay service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## **7. Stop Payment Requests.**

The Bill Pay service's ability to process a stop payment request will depend on the payment method and whether a check has cleared. The Bill Pay service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Prospera at 920-882-4800. Although the Bill Pay service will make every effort to accommodate your request, the Bill Pay service will have no liability for failing to do so. The Bill Pay service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such Online Service as set out in the Schedule of Fees and Charges or the Business Account Fee Schedule.

## **8. Exception Payments.**

Tax payments and court ordered payments may be scheduled through the Bill Pay service, however such payments are discouraged and *will be scheduled at your own risk*. In no event shall the Bill Pay service be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Pay service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis posted or misdirected payments will be the sole responsibility of you and not of the Bill Pay service.

## **9. Bill Delivery and Presentment.**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Pay service's electronic bill options, you also agree to the following:

- a. **Information Provided to the Payee.** The Bill Pay service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Pay service may, at the request of the Payee, provide to the Payee your e-mail address, Online Service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about bill information.
- b. **Activation.** Upon activation of the electronic bill feature the Bill Pay service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.
- c. **Authorization to Obtain Bill Data.** Your activation of the electronic bill feature for a Payee shall be deemed by Prospera to be your authorization for Prospera to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide Prospera with your username and password for that Payee. By providing Prospera with such information, you authorize Prospera to use the information to obtain your bill data.



- d. **Notification.** The Bill Pay service will use its best efforts to present all your electronic bills promptly. In addition to notification within the Bill Pay service, the Bill Pay service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.
- e. **Cancellation of Electronic Bill Notification.** The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Bill Pay service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to plan for an alternative form of bill delivery. The Bill Pay Online Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- f. **Non-Delivery of Electronic Bill(s).** You agree to hold the Bill Pay Online Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
- g. **Liability to Payees.** This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

#### **10. Bill Pay Service Fees and Additional Charges.**

Any applicable fees will be charged regardless of whether the Bill Pay service was used during the billing cycle. There may be a charge for additional transactions and other optional Online Services. All such fees are detailed on our Fee Schedule. You agree to pay such charges and authorize the Bill Pay service to deduct the calculated amount from your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for all telephone access fees and/or Internet Online Service fees that may be assessed by your telephone and/or Internet Online Service provider.

#### **11. Failed or Returned Transactions.**

In using the Bill Pay service, you are requesting the Bill Pay service 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 insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Bill Pay service. In such case, you agree that:

- a. You will reimburse the Bill Pay service immediately upon demand the transaction amount that has been returned to the Bill Pay service;
- b. You will reimburse the Bill Pay service for any fees imposed by us as a result of the return;
- c. You will reimburse the Bill Pay service for any fees it incurs in attempting to collect the amount of the return from you; and,
- d. The Bill Pay service is authorized to report the facts concerning the return to any credit reporting agency.

#### **12. Address or Banking Changes.**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Bill Pay service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

#### **13. Payee/Non-Biller Payee Limitation.**

The Bill Pay service reserves the right to refuse to pay any Payee or Non-Biller Payee to whom you may direct a payment. The Bill Pay service will notify you promptly if it decides to refuse to pay a Payee or Non-Biller Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

#### **14. Returned Payments.**

In using the Bill Pay service, you understand that Payees/Non-Biller Payees and/or the United States Postal Bill Pay service may return payments to the Bill Pay service for various reasons such as, but not limited to, Payee's/Non-Biller Payee's forwarding address expired; Payee/Non-Biller Payee account number is not valid; Payee/Non-Biller Payee is unable to locate account; or Payee/Non-Biller Payee account is paid in full. The Bill Pay service will use its best efforts to research and correct the returned payment and return it to your Payee/Non-Biller Payee or void the payment and credit your Payment Account. You may receive communications from the Bill Pay service.

#### **15. Information Authorization.**

Your enrollment in the Bill Pay service may not be fulfilled if the Bill Pay service cannot verify your identity or other necessary information. If your account was added online the Bill Pay service may issue offsetting debits and credits to your accounts used for external transfers within the Bill Pay service and require confirmation of such from you in order to verify ownership of your Payment Account(s). You agree that the Bill Pay service reserves the right to obtain financial information regarding your account from a Payee or Prospera (for example, to resolve payment posting problems or for verification).

#### **16. Term and Termination.**

Your Bill Pay service will become effective on the date that you enroll an account for the use of the Bill Pay service and shall remain in full force and effect until termination in accordance with the following provisions:

- a. **Termination for Cause:** The Bill Pay service or Prospera may immediately terminate your use of the Bill Pay service without notice under the following conditions: (a) You do not pay any fee required by any agreement you have with Prospera or the Bill Pay service, (b) you do not comply with this Agreement or other agreements governing your accounts, including your Payment Accounts, (c) your accounts are not maintained in good standing, or (d) your account is inactive for a period of 120 days.
- b. **Termination for Convenience:** Prospera may terminate the Bill Pay service at any time without prior notice and with or without cause, including, without limitation, if you violate this Agreement or close your Payment Account. If more than one person can access a Bill Pay service, Prospera reserves the absolute right to terminate all access to the Bill Pay services upon the request of the account owner, any account co-owner, or any other person authorized to access the account. To terminate the Bill Pay service, you must notify Prospera and provide your name, address, the Payment Accounts, that you wish to discontinue use of the Bill Pay service, and the termination date of the Bill Pay service. When the Bill Pay service is terminated, any prescheduled bill payment will also be terminated. Your final charge for the Bill Pay service will be assessed at the end of your statement cycle for each account. Prospera and the Bill Pay service shall be given a minimum of three (3) business days to affect the termination. During that time, you will remain responsible for any pending bill Payment Instructions of record with the Bill Pay service. You may terminate the Bill Pay service by:

Calling: 920-882-4800

Writing to Prospera at: Prospera Credit Union  
4830 N Ballard Rd  
Appleton, WI 54913

#### **17. Availability of the Bill Pay Service.**

Access to the Bill Pay service is generally available 24 hours a day, 7 days a week, except during maintenance periods and during periods when access to the Bill Pay service is temporarily interrupted because of power outages, equipment and/or software malfunctions or failures. Prospera will not be liable under this Agreement for failure to provide access. Subject to applicable law, we reserve the right to modify, suspend, or terminate access to all or any part of the Bill Pay service at any time and for any reason without notice or refund of previously incurred fees. To the extent reasonably practicable, Prospera will attempt to notify you by posting a notice on our website in the event of any technical difficulties or other occurrence that may impede access to the Bill Pay services for a prolonged period.

#### **18. Third Party Software, Tools, and Bill Pay Services.**

Prospera is providing you with the means to access the third-party Bill Pay service under this Agreement (the "Third Party Software"). Such Third-Party Software may be located at a site owned or controlled by such third parties. Except as provided by applicable law, you agree that protecting your personal information other than in Prospera's internal systems is solely your responsibility and not the responsibility of Prospera, that Prospera is under no obligation to provide you with any

such Third-Party Software, and that in providing or arranging for access to the Third Party Software, Prospera is not assuming any responsibility or liability whatsoever, nor is Prospera suggesting or offering or creating any security procedure.

## **19. End User License Agreement.**

The Agreement applies to your use of the Bill Pay services and applies to your access to the Bill Pay services. You understand that some of the Bill Pay services contemplated by this Agreement are provided by third parties. Prospera shall not be liable for any Bill Pay services provided by such third parties. This Agreement shall be your license to use the Bill Pay services provided by Prospera or such third parties.

- a. The Bill Pay services are owned and operated by Prospera or its affiliates, licensors and/or third party Online Service providers (the "Credit Union Parties") and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing in the Bill Pay services (collectively, "Content") are the property of Prospera or Prospera Parties, and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks, Online Service marks, trade names, logos, and other indicia of origin (collectively, "Marks") appearing in the Bill Pay services are the property of Prospera or Prospera Parties. You may not make any use of any Content or Marks without the prior written consent of Prospera. No Content from the Bill Pay services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.
- b. In using or accessing the Bill Pay service you agree: (1) not to use the Bill Pay service for fraudulent purposes; (2) not to "spam" others or "phish" for others' personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, "deep link", attempt to obtain unauthorized access to or otherwise abuse, the Bill Pay service or affiliated or linked websites; (5) not to disrupt or interfere with any other user's enjoyment of the Bill Pay service; (6) not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (7) not to use meta tags or any other "hidden text" utilizing a Mark ; and (8) not to use the Bill Pay service in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person's privacy, violates any third party proprietary rights, or is in violation of any law or regulation.
- c. The Bill Pay service may contain links to third party websites and Online Services, over which Prospera has no control. You acknowledge and agree that Prospera does not endorse, verify, or make any representations regarding these third-party websites and Online Services and is not responsible for the availability of, and any liability arising from, any such third-party websites and Online Services. Prospera is not liable to you or any other party for any loss or damage which may be incurred by you because of these third-party websites and Online Services.
- d. Prospera reserves the right, without notice and at its sole discretion, to suspend or terminate your ability to access or use the Bill Pay service, and to block or prevent future access to and use of the Bill Pay service for any reason. Prospera may, in its sole discretion, terminate, change, modify, suspend, make improvements to, or discontinue any or all aspects of the Bill Pay service, temporarily or permanently, at any time with or without notice to you. You agree that Prospera shall not be liable to you or to any third party for any such modification, suspension, or discontinuance.

## **20. Electronic Disclosures and Communications.**

- a. Unless otherwise required by applicable law or pursuant to your written request, if we are required to provide a notice or other communications to you in writing, that notice, or other communications may be sent to you electronically to your email address as reflected in Prospera's then current records.
- b. You agree that Prospera may send notices and information about our products or Online Services to you electronically, to the extent allowed by law. Any notice Prospera gives you concerning the Bill Pay service is effective when Prospera sends you an electronic message or when Prospera mails or delivers the notice to you at the address we have for you in Prospera's records. Prospera may also display a notice to you within the Bill Pay service. Any notice Prospera sends you will be deemed to have been received by you within three days of being sent. If any of your accounts has more than one co-owner, notice to any one co-owner will be considered effective notice to all. You may request a paper copy of the information up to sixty (60) days after receiving Prospera's electronic message. Subject to applicable law, updates to this Agreement, as well as all disclosures, notices, and other communications regarding the Bill Pay service will be provided to you within the Bill Pay service. You can obtain free copies of any of these documents by contacting Prospera at 920-882-4800 during business hours.

- c. **Joint Accounts.** If the Bill Pay service is linked to one or more joint accounts, Prospera may act on the verbal, written, or electronic instructions of any authorized signer, even if some other document would require dual authorizations or dual signatures.
- d. **Joint and Several Liability.** If any one or more of your deposit accounts has co-owners, each co-owner will be jointly and severally liable for any obligation which arises from the use of the Bill Pay service.
- e. **No Extension of Credit.** You must have on deposit in your Payment Account sufficient amounts to enable Prospera to make the debit. Nothing in this Agreement will constitute or be deemed a commitment by Prospera to extend credit to you, or to grant you overdraft privileges. Prospera will not have any obligation to make any funds available to you to affect any payment being made by you or to enable you to use the Bill Pay service. Any obligation to extend credit to you or to otherwise make funds available to you must be set out in a separate agreement executed by Prospera through a person authorized to make credit decisions on Prospera's behalf.
- f. **Grant of Security Interest.** As security for your obligations to Prospera under this Agreement, you grant to us a present and continuing security interest in the following: (i) all of your accounts and all distribution/collection points related to any one or more of your accounts associated with the Bill Pay service; (ii) all now existing and all hereafter arising contract rights relating to your accounts associated with the Bill Pay service and the distribution/collection points related to any one or more of your accounts; (iii) all cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities and other items of value or payment intangibles belong to you or payable to you, which are now in or may in the future be in or paid or deposited to your accounts and which are now in or may in the future be in or deposited in any distribution/collection points related to any of your accounts; and (iv) all present proceeds and future proceeds of or related to the foregoing accounts, depository/collection points and cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities and other items of value or payment intangibles.

## **I. MOBILE CHECK DEPOSIT**

Mobile Check Deposit, which is available only through Prospera's Mobile App, allows you to make deposits to your eligible accounts from home or other remote location by photographing the fronts and backs of the checks using a camera-ready mobile device and delivering the images and associated deposit information to Prospera electronically. Your mobile device must meet our hardware and software specifications, and the camera on your mobile device must meet certain resolution requirements. These requirements and specifications may change from time to time and are detailed elsewhere in this section of the Agreement.

### **1. Using Mobile Check Deposit.**

You can deposit a check using an Apple iPhone running a current version of iOS and an Android Smartphone running a current version of Android OS. In addition, you will need a wireless internet connection for this Online Service.

### **2. Eligible Deposit Items.**

- a. You agree to scan and deposit only "checks" as that term is defined in Regulation CC, and only those checks or other items that we in our sole discretion elect to include as eligible for mobile deposit under this Agreement. **You agree that it will be a material breach of this Agreement to deposit checks that have been submitted previously through Mobile Check Deposit or through any remote deposit capture Online Service offered at Prospera or by any other financial institution. Any breach of this Agreement may result in the termination of your ability to use Mobile Check Deposit and/or Online Services.**
- b. You acknowledge and agree that the image of each check you transmit to us will be converted to an IRD ("Image Replacement Document" or "substitute check") for subsequent presentment, and upon conversion it shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.
- c. You also agree that you will not scan and deposit any of the following types of checks or other items, which are considered "ineligible items."
  - Checks payable to any person or entity other than the person who owns the account into which each check is being deposited.

- Checks containing an alteration on the front of the check, or checks you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks that are incomplete.
- Checks payable jointly, unless deposited into an account in the name of all the payees.
- Checks drawn on a financial institution located outside of the United States.
- Checks not payable in United States currency.
- “Remotely created checks” as that term is defined in Regulation CC.
- Post-dated checks and checks dated more than 6 months before the date of deposit (stale-dated checks).
- Checks with any restrictive endorsement on the back (other than the restrictive endorsement “For Mobile Deposit Only” as required by Prospera, or the appropriate marked checkbox to designate mobile deposit).
- Checks previously converted to a “substitute check” as that term is defined in Regulation CC, and which have previously been submitted through Mobile Check Deposit or through any remote deposit capture Online Service offered at Prospera or any other financial institution.
- Checks that require authorization.
- Checks payable on sight (“sight drafts”) or “payable-through-drafts” as these terms are defined in Regulation CC.
- Traveler’s checks, money orders, and savings bonds.
- Checks on which a stop payment has been issued or checks for which the account on which it is issued has insufficient available funds.
- Checks issued from a closed account.
- Checks drawn on a home equity line of credit or credit card advance (“convenience”) checks.
- Checks or other items prohibited by our procedures relating to our Mobile Check Deposit Online Service, or which are otherwise not acceptable under the terms of your Prospera account.

Prospera reserves the right, in its sole discretion, to determine what items may be considered ineligible items for purposes of depositing them via Mobile Check Deposit.

### **3. Endorsements and Other Deposit Procedures.**

For any item you deposit through Mobile Check Deposit, you agree to obtain the signature of the payee(s) on the back of the check and to include the restrictive endorsement “For Mobile Deposit Only” or if available mark the checkbox that indicates mobile deposit or endorse the check as otherwise instructed by us. You also agree to follow any and all other procedures and instructions for use of Mobile Check Deposit as we may establish from time to time.

### **4. Deposit Limits.**

We may establish limits with respect to the dollar amount and/or number of items you may deposit through Mobile Check Deposit during any established period, and these limits, which may be set on a daily or rolling basis, will change, in our sole discretion, from time to time. We may not provide advance notice of changes in these limits except as required by law. If you attempt to initiate a deposit in excess of the limits we establish for you, your deposit may not be accepted. If we permit you to make a deposit in excess of your limits, such deposit will still be subject to the terms of this Agreement and will not be considered a waiver of our limits with respect to future deposits.

### **5. Our Receipt of Checks and Other Items.**

- a. In general, if an image of an item you transmit through the Mobile Check Deposit Online Service is received and accepted on a business day that we are open, we consider that day to be the day of your deposit.

Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Mobile Check Deposit Online Service will generally be made available within 2 business days after the deposit date unless a hold is placed. Once the deposit has posted, the first \$225 of the deposit will be available on the next business day, and the Funds Availability Policy begins. If it is a check drawn on Prospera, it will be processed through the Federal Reserve Bank and held under our standard Funds Availability Policy. Funds will show as pending until posted to the account. Third party, stale- dated checks and checks that appear to be altered may require an extended hold or could be rejected. We reserve the right to hold checks in which we have reason to doubt collectability, or for any other reason as allowed by law. In those cases, you will be notified by electronic mail the next business day after the funds post to your account. Please remember that you may only deposit a check one (1) time.

- b. Notwithstanding the above, we reserve the right, in our discretion, to reject any item you transmit through Mobile Check Deposit without any liability to you. We are not responsible for items we do not receive or that are dropped during transmission. An image of any item shall be deemed received when you receive confirmation from us that we have received it. Receipt of such confirmation does not necessarily mean, however, that the transmission was free of errors, complete, or will be considered a deposit and credited to your account. We further reserve the right, at any time, to charge back to your account any item that we subsequently determine was not an eligible item or any item that is returned by the paying financial institution for any reason. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

#### **6. Retention and Disposal of Transmitted Items.**

Once you receive confirmation from us that we received your transmitted check image, you agree to retain and safeguard the check for at least 30 calendar days from the date of the transmission. After 30 calendar days, if you have verified that the funds have been credited to your account, you agree either to destroy the check, mark it as "VOID" or otherwise render it incapable of further transmission, deposit, or presentment. During the time you retain possession of the check, you agree to provide the check promptly to us upon request.

#### **7. Presentment of Items.**

The way an item is cleared, presented for payment, and collected shall be in Prospera's sole discretion subject to the Member Account Agreement or Business Membership Account Agreement governing your account.

#### **8. Errors in Transmission.**

By using Mobile Check Deposit, you acknowledge and accept the risk that an item you deposit may be intercepted or misdirected during transmission. We bear no liability to you or others for any intercepted or misdirected items or information disclosed through such errors. Moreover, when using the Mobile Check Deposit Online Service, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Online Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Online Services, in whole or in part, or your use of the Online Services, in whole or in part, immediately and at any time without prior notice to you.

#### **9. Errors and Discrepancies.**

In accordance with the terms of the Member Account Agreement or Business Membership Account Agreement governing your account, you agree to notify us immediately of any suspected errors regarding items deposited through Mobile Check Deposit, and in no event later than 33 calendar days after your applicable account statement showing the deposit is made available to you. Unless you notify us within 33 calendar days from the date the statement is made available to you, all deposits made through Mobile Check Deposit included on the statement shall be deemed correct, and you are prohibited from bringing a claim against us for any alleged error regarding such deposits.

#### **10. Image Quality.**

The image quality of the items you transmit to us using Mobile Check Deposit must be legible and comply with the requirements established and updated from time to time by us, the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, and/or any other applicable regulatory agency, clearinghouse, or association. For best results, you must ensure the image of the entire check is within the four (4) corners of the box, the information on the back of the check is legible, the check is properly endorsed, and it is zoomed in or out as necessary.

### **11. Cooperation with Investigations.**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of claims, including by providing, upon request and without cost to us, any originals or copies of items deposited through Mobile Check Deposit in your possession and your records relating to such items and transmissions.

### **12. Fees.**

There is no fee for Mobile Check Deposit. However, wireless Online Service provider charges may apply.

### **13. User Warranties and Indemnification.**

You warrant to us the following, and you agree to indemnify and hold us harmless from any loss for your breach of these warranty provisions:

- a. You will comply with this Agreement and all applicable rules, laws, and regulations.
- b. You will only transmit eligible items that are properly endorsed and meet our image quality standards.
- c. You will not transmit duplicate items.
- d. You will not re-deposit or re-present an original item once it has been scanned and sent through this Online Service, or any other mobile deposit Online Service, unless we specifically request you to do so.
- e. You will not store (other than as required under subsection 6 above - Retention and Disposal of Transmitted Items of this Mobile Check Deposit section) or make a back-up copy of any item you submit to us through Mobile Check Deposit.
- f. All information you provide to us is accurate and true.
- g. Prospera will not sustain a loss because you have deposited an item through Mobile Check Deposit.

Any breach of the above warranties may result in cancellation of the Online Services for your specific profile in the Prospera Mobile App, closure of your accounts, or termination of the member relationship.

## **J. OTHER FEATURES**

### **1. Card On/Off Feature.**

Prospera may provide Card On/Off functionality, if available. This feature lets you take control of your Prospera debit and/or credit cards to protect against unauthorized use. For example:

- a. If you have misplaced your card, turn it to the Off position. If you find it, and feel your Account has not been jeopardized, turn it back On and continue to use your card or;
- b. If you use your card infrequently, or are traveling without your card, turn it OFF. Then turn it On when you are ready to use. You are in control. Your mobile application shows you whether your card is On or Off.

Turning your card Off only impacts future transactions. Any previously authorized transactions will be paid, and any recurring transactions you had previously set up will still occur. Turning your card Off will not affect your checks, mobile or internet transfers, bill payments, or any other type of transactions in your Account(s).

This functionality does not replace the card holder's responsibility to report a lost or stolen card and Prospera does not warrant that this functionality will prevent unauthorized transactions in all situations. In all situations, it is your responsibility to review activity in your Accounts for propriety and to assure that any scheduled or recurring transactions occur when your card is Off.

### **2. User Access Feature.**

Prospera may permit functionality described as User Access Feature where you have granted unique login credentials to another user to view and/or transact on your account. If you wish to cancel this authorization and remove access from your account, you can delete the user you have given access to in the "Manage Users" section of online banking. You can also notify Prospera in writing (by mail or facsimile) or in person at a Prospera branch and include the name of the person to whom you have given your credentials. CHANGING YOUR PASSWORD WILL NOT REMOVE THIS FUNCTIONALITY. Prospera assumes no liability for access to, transactions through, or privacy obligations or claims related to your use of

the User Access feature functionality, including disclosure of your credentials to another party, and Prospera is not responsible for any failure or discontinuation of this functionality.

### **3. Member-to-Member Feature.**

Prospera may permit functionality described as the Member-to-Member Feature where you are able to set up accounts to transfer into if you know the other member's Last Name, Account Number, and Account Suffix. You must successfully pass any multi-factor authentication (MFA) challenges, and the account will be shown in the To section of New Transfer under Additional Actions. The account will be validated before the first transfer, and if incorrect information was input it will fail. CHANGING YOUR PASSWORD WILL NOT REMOVE THIS FUNCTIONALITY. If you would like to remove an account, you can do so under the Member-to-Member tab under Manage where you will be able to delete any accounts you have set up. Prospera assumes no liability for access to, transactions through, or privacy obligations or claims related to your use of the Member-to-Member Feature, and Prospera is not responsible for any failure or discontinuation of this functionality.

## **K. SWITCH ACCOUNTS**

Our Online Banking platform offers a switch account feature that allows you to conveniently switch between two accounts held at Prospera. With this feature, you can access and manage your various accounts using a single login session, saving you time and effort. By utilizing this feature, you acknowledge and accept the terms and conditions outlined in this Agreement and specifically those set forth below:

### **1. Eligibility.**

To be eligible for the switch account feature, both accounts you wish to link must have a profile created in our Online Banking platform. The credentials used for linking must match the login credentials of the account(s) being linked.

### **2. Accessing Switch Accounts.**

To access the switch account feature, log in to your online banking account using your valid credentials. Once logged in, you will find a switch account option under user settings that allows you to select and switch between your linked accounts. To complete the linking, you must successfully pass any multi-factor authentication (MFA) challenges. Please note that Call Center and Push Notification are not available MFA options for account linking.

### **3. Security Measures.**

We prioritize the security of your online banking experience. When using the switch account feature, we employ various security measures to protect your accounts, including but not limited to encryption, multi-factor authentication, and secure data transmission protocols. However, it is essential to maintain the confidentiality of your login credentials and take necessary precautions to safeguard your account information.

### **4. Account Management and Transactions.**

The switch account feature allows you to view account balances, transaction histories, initiate transfers between your linked accounts, and perform other account-related activities. Please note that the availability of specific features and transactions may vary based on the type of accounts you hold with our financial institution.

### **5. Liability and Responsibility.**

While we implement security measures to protect your accounts, it is important to understand that you are responsible for any actions taken using the switch account feature. You must ensure the accuracy of transactions initiated, verify account information, and promptly report any unauthorized or fraudulent activity.

### **6. Limitations and Modifications.**

We reserve the right to modify or suspend the switch account feature at any time without prior notice. In such cases, we will make reasonable efforts to inform you about any changes or disruptions that may affect your ability to switch between accounts.

### **7. Fees and Charges.**

There are no fees or charges associated with using the switch account feature.



## **L. ELECTRONIC DISCLOSURE AND CONSENT (E-SIGN AGREEMENT)**

### **1. Consent to Electronic Delivery of Communications**

By accepting this Agreement, you agree to receive all required Communications from Prospera Credit Union (“we,” “us,” or “our”) electronically. This includes, but is not limited to, account statements, notices, disclosures, agreements, fee schedules, tax forms, and other information related to your accounts and our services (collectively, “Communications”).

You also agree that upon enrollment in Online Banking, **eStatements will be the default method of statement delivery** for all eligible accounts. We will discontinue sending paper statements unless and until you opt out of eStatements by adjusting your preferences in Online Banking or by contacting us directly. Fees may apply for paper statement delivery, as outlined in our current Schedule of Fees and Charges.

### **2. Scope of Consent**

This consent applies to all Communications related to any accounts or services you access through Online or Mobile Banking, and to any future accounts or services you enroll in electronically.

### **3. Methods of Electronic Delivery**

We may deliver Communications to you by:

- Displaying them within Online or Mobile Banking;
- Sending them to your email address on file;
- Sending a secure link or attachment;
- Posting them on our website or in your online banking document center;
- Providing access through third-party service providers.

You agree to promptly notify us of any changes to your email address or other contact information.

### **4. Use of Electronic Signatures**

You agree that your electronic signature — including clicking “Accept & Continue” or similar buttons, checking boxes, or otherwise electronically indicating agreement — has the same legal effect as a handwritten signature.

### **5. Hardware and Software Requirements**

To access and retain electronic Communications, you must have:

- **A current version of a web browser (e.g., Chrome, Safari, Firefox)**
- **An internet connection**
- **A program capable of opening and saving PDF files**
- **A device that allows you to download or print files**
- **A working email account**

By accepting this Agreement, you confirm that you meet these requirements and are able to receive and retain electronic Communications.

### **6. Withdrawing Consent**

You may withdraw your consent to receive Communications electronically at any time.

To manage your delivery preferences for Statements, Notices, or Tax Documents, log in to Online Banking and navigate to Documents & Statements. From there, select Paperless Settings to view your current enrollment. You can change your preferences by selecting or unselecting the available checkboxes for each document type. **Please note:** Upon acceptance of this Agreement, you are automatically enrolled in electronic delivery for eligible Statements, Notices, and Tax Documents. You are not automatically enrolled in eStatements for credit card accounts; those will require separate enrollment by checking the box for the card within Paperless Settings.

You may also contact us to change your preferences or withdraw your consent by calling **920-882-4800** or emailing **contactus@myprospera.com**. Your request must include your full name, mailing address, telephone number, and email address. Withdrawing consent to all electronic delivery may impact your ability to use Online and Mobile Banking services, depending on the scope of your request.

### **7. Requesting Paper Copies**

You may request a paper copy of any Communication provided electronically by contacting us. A fee may apply for each paper copy requested.

## **M. ACCESSING ACCOUNTS ON YOUR MOBILE DEVICE**

Prospera's Mobile App will be available for download to access Online Banking with your mobile device. When a new version of the Mobile App is available, you will be notified of the update via an alert in the App Store for your device. Simply update the Mobile App and continue using it. We reserve the right to modify the Mobile App and the Online Services at any time. In the event of any modifications, you are responsible for making sure that you understand how to use the Mobile App as modified. By use of the modified Online Services, you agree to the terms and conditions that apply to them. We will not be liable to you for any losses caused by your failure to properly use the Online Services through the Mobile App and/or your Mobile Device.

The availability, timeliness, and proper functioning of the Online Services through the Mobile App or on your Mobile Device depends on many factors, including your Mobile Device, your Mobile Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, and software. Neither we nor any of our Online Services providers, warrants that the Mobile App, or the Online Services will meet your requirements, operate without interruption or be error-free, and neither we nor our Online Services providers, shall be liable for any loss or damage caused by any lack of availability or improper functioning of the Mobile App on your Mobile Device, or for any actions taken in reliance thereon, for any reason, including Online Service interruptions, inaccuracies, delays, loss of data or loss of personalized settings.

You agree, when you use the Online Services through the Mobile App and/or your Mobile Device, you remain subject to any terms and conditions of your existing agreements with any unaffiliated Online Services providers, including, but not limited to, your mobile network provider (i.e., AT&T, Verizon, etc.) and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Mobile App (such as data usage or text messaging charges imposed on you by your mobile network provider for your use of or interaction with the Online Services, which may include downloading the software, receiving or sending Online Banking text messages) or other use of your Mobile Device when using the software or other products and Online Services provided by Online Banking, and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile network provider is responsible for its products and Services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Neither we, nor any of our Online Service providers, assume responsibility for the operation, security, functionality or availability of any related network, Mobile Device, or mobile network which you utilize to access the Mobile App or Online Services.

## **N. YOUR ONLINE BANKING RESPONSIBILITIES**

You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Online Banking. You represent and agree that all information you provide to use in connection with Online Banking is accurate, current, and complete and that you have the right to provide such information to us for the purpose of using the Online Services. Each person who is referenced on Prospera's records as the Account holder or any individual specifically designated by the Account holder to have access to the Account is jointly and individually liable for all transactions initiated through the Online Services, including overdrafts, even if the Account holder did not participate in the event that resulted in the transaction.

You agree to monitor your Accounts and important account information through the Online Banking platform, periodic statements for your Account, if applicable, and important notices about your Accounts delivered by us electronically or by mail, in addition to any Online Services or information you may receive through Online Banking. You agree to keep informed of any changes to Online Banking by regularly visiting our website.

You agree not to misrepresent your identity or your Account information. You agree to keep your personal information (email address, etc.) current and accurate. You represent that you are an authorized user of the Mobile Device you will use to access the Online Services, and that you are authorized to download and install the software App on your Mobile Device. You must also notify us if you change your Mobile phone number.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Online Services. You agree not to leave your Mobile Device unattended while logged in to Online Banking and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any resulting damage to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. You agree not to give or make available your password or other means to access your Account to any unauthorized individuals. If you permit other persons to use your Mobile Device or other means to access your Mobile Device, you are responsible for any transactions they initiate, conduct,

or authorize. If you believe that your Mobile Device or other means to access your Account have been lost or stolen, or that someone may attempt to use Online Banking to access your Account(s) without your consent, you must notify us in accordance with the notification requirements set forth in Prospera's Electronic Funds Transfer Disclosure. In addition, you will lock your Mobile Device or take other steps necessary to stop unauthorized use of your Account(s) accessed through Online Banking.

You agree to comply with all applicable laws, rules, and regulations in connection with Online Banking. We make no representation that any content or use of Online Banking is available for use in locations outside of the United States. Accessing Online Banking from locations outside of the United States is at your own risk, and you are responsible for compliance with local laws.

#### **O. TERMINATION**

You may terminate this Agreement at any time by notifying us in writing and stopping your use of the Online Services. You must notify us at least 10 days prior to the date on which you wish to have your service terminated. If you have scheduled payments within this 10-day period, you also must separately cancel those payments. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible for payments scheduled during the 10 days following our receipt of your written notice of termination and all accrued fees and charges. If there is more than one account owner or if more than one person is authorized to access the account through the service, we may terminate the service upon the request of any account owner or person authorized to access the account.

We reserve the right to change, suspend or discontinue the Online Services, in whole or in part, or your use of the Online Services, in whole or in part, immediately and at any time without prior notice to you. Upon termination, you will remain liable for payments, transfers and other transactions in process and all accrued fees and charges.

#### **P. SCHEDULE OF FEES**

Except as provided for herein (or any other agreements between us pertaining to your Accounts), the Online Services are currently provided at no additional cost to members. This may change in the future, including where in connection with added Online Services. Also, you are responsible for web access and/or data or text message charges that may be billed by your mobile carrier. Check with your mobile carrier for details on specific fees and charges that may be applicable.

#### **Q. NO WARRANTIES: LIMITS ON LIABILITY**

##### **1. Disclaimer of Warranties.**

- a. **EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE ONLINE SERVICES PROVIDED UNDER THIS AGREEMENT, ANY THIRD-PARTY SOFTWARE MADE AVAILABLE TO YOU THROUGH PROSPERA, AND ANY RELATED UPDATES OR UPGRADES, ARE MADE AVAILABLE TO YOU THROUGH PROSPERA AT YOUR RISK AND ON AN "AS IS" AND "AS AVAILABLE" BASIS. PROSPERA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE ONLINE SERVICES OR ANY THIRD-PARTY SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR FREEDOM FROM INFRINGEMENT OR MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM, OR OTHER DISABLING ROUTINE, AND PROSPERA HEREBY DISCLAIMS ALL SUCH WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROSPERA DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT THE ONLINE SERVICE OR ANY THIRD-PARTY SOFTWARE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE ONLINE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE ONLINE SERVICES OR TECHNOLOGY WILL BE CORRECTED.**
- b. **NEITHER PROSPERA, NOR ITS ONLINE SERVICE PROVIDERS, SHALL BE LIABLE FOR FAILURES TO PERFORM OBLIGATIONS UNDER THIS AGREEMENT RESULTING FROM FIRE, EARTHQUAKE, FLOOD, OR ANY FAILURE OR DELAY OF ANY TRANSPORTATION, POWER, COMPUTER OR COMMUNICATIONS SYSTEM OR ANY OTHER OR SIMILAR CAUSE BEYOND OUR CONTROL.**
- c. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other legal rights, which vary by state.

## **2. Limitation of Liability.**

- a. **PROSPERA SHALL NOT HAVE ANY LIABILITY TO YOU OF ANY KIND ARISING OUT OF YOUR SELECTION OR USE OR NON-USE OF THE THIRD PARTY SOFTWARE OR ANY OTHER ALTERNATIVE PRODUCTS OR ONLINE SERVICES, AND IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY DAMAGES AGAINST PROSPERA OF ANY KIND ARISING OUT OF YOUR USE OF THE ONLINE SERVICES OR YOU SELECTION OR USE OR NON-USE OF THE THIRD PARTY SOFTWARE OR ANY OTHER ALTERNATIVE PRODUCTS OR ONLINE SERVICES, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED PROSPERA OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE ONLINE SERVICES (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH ONLINE BANKING) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT OR REPAIR OF THE ONLINE BANKING SERVICE. NOTHING IN THE FOREGOING IS INTENDED TO ALTER ANY RIGHT OR REMEDY YOU MAY BE ENTITLED TO PURSUANT TO ANY WRITTEN AGREEMENT BETWEEN YOU AND THE APPLICABLE THIRD-PARTY VENDOR OF ANY APPLICABLE THIRD-PARTY TOOL.**
- b. **IN NO EVENT SHALL WE OR OUR AFFILIATES OR ONLINE SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ONLINE SERVICE THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED WITH A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.**
- c. **THE FOREGOING TERMS OF THIS AGREEMENT SHALL CONSTITUTE PROSPERA'S AND ITS ONLINE SERVICE PROVIDERS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL PROSPERA OR THE ONLINE SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEY'S FEES, (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE ONLINE SERVICE.**
- d. **Because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitations may not apply to you. In addition, see Electronic Funds Transfer Disclosure for limits of liability provisions for transfers made using Online Banking, which section applies only to the extent not consistent with this limitation of liability provision.**

## **R. GENERAL PROVISIONS**

### **1. Entire Agreement.**

This Agreement, as it may be amended from time to time, together with any other disclosures or documents provided to you about the Online Services and Accounts, contains the entire agreement between you and Prospera and supersedes any other or oral communications and previous agreements, if any, regarding Online Banking and the Online Services.

### **2. Waiver.**

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement.

### **3. Assignment.**

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all our rights and responsibilities under this Agreement to any third parties or independent contractors. We may assign this Agreement to any future, directly or indirectly, affiliated company.

### **4. Third-Party Service Providers.**

You agree that we may use third parties to provide any of the online services we offer to you. If we do use third party service providers, you acknowledge and agree that we may share your personal information with them, on an as-needed basis, to provide the requested services and/or process your transactions; however, we will not share your personal information with third parties so that they can market to you. You also agree that if we use third-party service providers, they may rely upon your agreements, representations, and warranties in this Agreement, and that such service providers are

third-party beneficiaries of such agreements, representations, and warranties with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

**5. Governing law, Venue and Jurisdiction.**

This Agreement shall be governed by the laws of the State of Wisconsin without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of any jurisdiction other than the State of Wisconsin. Any lawsuit regarding this Agreement or the Online Services provided pursuant to this Agreement shall be brought in a court of competent jurisdiction in the State of Wisconsin to the exclusion of any other courts in any other jurisdiction. You hereby submit to the personal jurisdiction of the State of Wisconsin.

**6. Jury Trial Waiver.**

**WE EACH AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH DISPUTES BROUGHT UNDER THIS AGREEMENT.**

**7. Litigation Class Action Waiver.**

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EACH AGREE THAT ANY LITIGATION ARISING OUT OF THIS AGREEMENT, RELATING TO THE SERVICE, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF PROSPERA'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AND WE HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION OR TO SERVE AS A CLASS REPRESENTATIVE.**

**8. Severability.**

If any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**9. Notifications.**

Notices to you under this Agreement shall be sent to the email address that you have provided in connection with your setup of Online Banking if you have consented to receiving electronic communications. If you have elected to receive only paper notices, and otherwise at our option, we will mail notice to you at the last address shown for the Account on Prospera's records, or as otherwise permitted by law.

**10. Amendments.**

The terms of this Agreement, applicable fees, and Online Service charges may be changed or amended by Prospera from time to time. Further, Prospera may revise or update the Online Banking program from time to time. In the event of a change to this Agreement or a change to the program or Online Services, you will receive a notice sent to your email address, or a notice will be mailed to you via U.S. mail, or the notice may be posted on our website. If Prospera sends a notice of the change via email or posts it on our website, you will be deemed to have received it three (3) days after it is sent or posted. If we send a notice via U.S. mail, you will be deemed to have received it five (5) days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. Your continued use of Online Banking and the Online Services, after revised terms and conditions have been given to you, constitutes your acceptance of the revised terms and conditions.

**11. Lost, Stolen or Compromised Information.**

If you believe your Account information has been lost, stolen, or compromised, contact Prospera as soon as possible. In addition, log in to your Account and change password information. For general, operational questions, please use the contact information listed at the end of this Agreement.

**12. Indemnification.**

You agree to indemnify, defend and hold harmless Prospera and its affiliates, officers, directors, employees, consultants, agents, Online Service providers and licensors harmless from any and all claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, dispute, action, or allegation

of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Online Services; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of the Online Services.

**S. HOW TO CONTACT US**

Unless expressly directed otherwise in this Agreement, you may communicate with us by the following methods:

**Telephone:** 920-882-4800

**Email:** Using the address shown on our website, currently, [contactus@myprospera.com](mailto:contactus@myprospera.com)

**Mail:** Prospera Credit Union  
4830 N Ballard Rd  
Appleton, WI 54913