



DIGITAL BANKING TERMS OF USE AGREEMENT

Introduction:

Pelican State Credit Union strives to provide You with the highest quality Digital Banking (the “Service”) available. By enrolling in the Service, You agree to all the terms and conditions contained in this Agreement and Disclosure (the “Agreement”).

We may offer additional Digital Banking services and features from time to time. Any added Service(s) and features will be governed by this Agreement and by any terms and conditions provided to You at the time the new Service or feature is added and/or at the time of enrollment for the feature or Service if applicable. These terms and conditions may be modified or cancelled from time to time without notice, except as required by law.

Definitions:

The following words Used in this Agreement have the meanings given below:

- “Account(s)” means Your eligible Pelican State Credit Union savings, checking, share certificate, loan, or other product information which can be accessed through Digital Banking.
- “Agreement” means this Digital Banking Agreement.
- “Device” means a supportable personal computer and/or mobile Device including a cellular phone, smart phone, or other mobile Device that is Web-enabled and allows Secure Sockets Layer “SSL” traffic capable of receiving text messages. Your wireless carrier may assess fees for data, text messaging, or Web services. Please consult Your wireless plan provider for details.
- “Digital Banking” means accessing Digital Banking for banking services through www.pelicanstatecu.com and via the MyPelican mobile app by the use of a Device using a secure login, password.
- “We,” “Us,” and “Credit Union” means Pelican State Credit Union.
- “Website” means Pelican State Credit Union’s Website: www.pelicanstatecu.com
- “You” and “Your(s),” means each person with authorized access to Your Account(s) through Digital Banking.

Agreement:

This Agreement contains the terms that govern Your use of the Credit Union Digital Banking application services. You may use this Service to access Your Accounts through the Internet or Device. By using Digital Banking to access an Account, You are agreeing to the terms of this Agreement, which supplements the terms and Agreements of Your Account(s) to which You have previously agreed. Examples of Accounts that You may elect to access include deposit Accounts and loan Accounts. Your Accounts will continue to be subject to the Agreements otherwise governing them, except where it is noted in this Agreement. Additionally, each Account will be subject to the following:

- The terms or instructions appearing on a screen when using Digital Banking
- The Credit Union rules, procedures, and policies applicable to each Account
- The rules and regulations of any funds transfer system Used in connection with Digital Banking and all applicable state and federal laws and regulations

This Agreement is subject to applicable federal laws and the laws of the state of Louisiana (except to the extent that this Agreement can and does vary such rules or laws).

Business Days:

Monday – Friday, excluding Federal Holidays. Our holiday schedule can be viewed on our Website.

Confidentiality:

We will abide with the Credit Union Privacy Policy in all transactions with You.

Changes:

Except as otherwise required by law, rule, or regulation, We may change the terms of this Agreement from time to time and at any time. When changes are made, We will update this Agreement at the Website and on the MyPelican app. The Website and app will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule, or regulation requires that it be updated at an earlier time. As always, You may choose to accept or decline changes by continuing or discontinuing the use of Digital Banking. Changes to fees or terms applicable to Accounts are governed by the Agreement otherwise governing the applicable Account.

Fees:

See Schedule of Fees and Charges. There are no monthly fees for accessing Digital Banking. Other fees may be assessed and billed separately by Your online service provider or Device provider. All telephone or wireless charges associated with Digital Banking are Your responsibility. All other fees which have been separately disclosed to You in connection with Your Account(s) will continue to apply to those Account(s) and to Your Digital Banking.

Digital Banking Description of Service:

Digital Banking is offered as a convenience and supplemental service to our Banking services for managing Your Accounts and utilizing services with Us. You may use the Service to transfer funds between Your eligible Credit Union Accounts. You may also be able to transfer to or from an Account at another financial institution using Digital Banking.

We reserve the right to limit the types and numbers of Accounts eligible and the right to refuse to make any transaction You request through Digital Banking. We may also reserve the right to modify the scope of the Service at any time. Digital Banking may not be accessible or may have limited service over some network carriers. Digital Banking may also not be supported by all Devices. The Credit Union cannot guarantee and is not responsible for the availability of data services provided by Your mobile carrier, such as data outages or "out of network" issues.

Use of Digital Banking Service:

We may modify the Service from time to time at our sole discretion. In the event of any modifications, You are responsible for making sure You understand how to use Digital Banking as modified. You also accept responsibility for making sure that You know how to properly use Your Device, and We will not be liable to You for any losses caused by Your failure to properly use the Service or Your Device.

Other Digital Banking Agreements:

You agree that, when You use Digital Banking, You remain subject to the terms and conditions set forth in Your existing Agreements with any unaffiliated service providers, including, but not limited to, Your service provider and that the 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 Digital Banking (such as data Usage or text messaging charges imposed on You by Your service provider). You also agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only Your service provider is responsible for its products and services, and You also agree to resolve any issues or problems with Your provider directly with the provider without involving Us. You agree to review Your Account disclosures carefully, as they may include transaction limitations and fees, which may apply to Your use of Digital Banking.

Equipment and Software:

The Credit Union does not guarantee that Your Device or mobile phone service provider will be compatible with Digital Banking. Mobile phones and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that Your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses"), which could result in damage to programs, files, and/or Your phone or could result in information being intercepted by a third party. The Credit Union will not be responsible or liable for any indirect, incidental, special, or consequential damages, which may result from such viruses. The Credit Union will also not be responsible if any non-public personal information is accessed via Digital Banking due to any of the

above-named viruses residing or being contracted by Your Device at any time or from any source. The Credit Union is not responsible for errors or delays or Your inability to access the service caused by Your Device. We are not responsible for the cost of upgrading the Device to remain current with the Service. We are not responsible for any damage to the Device or the data within.

Permitted Digital Banking Transfers:

You may use the Service to transfer funds between Your eligible Credit Union Accounts. You may also be able to transfer to or from an Account at another financial institution using Digital Banking.

You must have sufficient funds available in the selected Accounts at the time the transfer is received, including available overdraft protection (if applicable). We may process transfers that exceed Your available balance at our sole discretion. Applicable fees may apply as permitted by law.

Federal Regulations permit Us to limit the number of transfers allowed from a savings or money market Account per month. Digital Banking transfers may count towards this limit. Each transfer from a savings or money market Account using Digital Banking may be counted as one of the six limited transactions permitted each month (see Membership and Account Agreement, Business Membership and Account Agreement).

We may also limit the type, frequency, and amount of transfers for security purposes and may change or impose the limits without notice, at our option as permitted by law.

You agree to confirm the completion of each transfer in Your Account balance and transaction history before withdrawing transferred funds.

For Automated Clearing House (ACH)/electronic payments scheduled in advance or ACH/electronic payments that are authorized for recurring debits, You understand that this authorization(s) will remain in full effect until You wish to revoke this authorization(s).

You agree that all ACH transactions You authorize comply with all applicable law.

Your Responsibilities:

You agree to the following by enrolling in Digital Banking or by using the Service:

Account Ownership/Accurate Information. You agree that You are the legal owner of the Accounts and other financial information which may be accessed via Digital Banking. You agree that all information provided to Us in connection with Digital Banking is accurate, current, and complete, and that You are required to provide such information to Us for the purpose of Digital Banking. You agree You will keep the Credit Union informed on any changes to Your email address. You agree not to misrepresent Your identity or Your Account information as Well as keeping Your Account information up to date and accurate. You agree that You are an authorized User of the Device. You are responsible for all transactions You authorize using Digital Banking under this Agreement. If You permit others to use Your log in, password, or two-factor authentication information, You are responsible for any transactions they authorize or conduct on any of Your Accounts. We have the right to rely upon the access of Digital Banking using log in, password, or two-factor authentication information as legitimate.

User Security. You agree to take every precaution to ensure the safety, security and integrity of Your Account and transactions when using Digital Banking. You agree You will not give out Account information, User login, or passwords, two-factor authentication information, leave Your Device unattended while on Digital Banking, allow Your Device to store Your Username and password, leave Account information in view or range of others, nor will You send any private Account information via a public or general email system. You also agree to log out of Digital Banking completely if You are using a public Device. You agree not to leave Your Device unattended while logged into Digital Banking and to log off immediately at the completion of each access by You. You agree not to provide Your Username, password, or other access information to any unauthorized person including 2-step authentication information. If You allow access to Digital Banking to an unauthorized User, You will be responsible for any transaction they authorize, and We will not be liable for

any damages as a result. You agree not to use any personally identifiable information when creating shortcuts to Your Account. We recommend that You change Your password regularly. We are entitled to act on instructions received under Your password. For security purposes, it is recommended that You memorize Your password and do not write it down. You are responsible for keeping Your password and Account information confidential. If You believe that Your password may have been compromised, or that someone has transferred or may transfer money from Your Account without Your permission, or if You suspect any fraudulent activity on Your Account, notify Us immediately by calling 1.800.351.4877. You may also notify Us in writing at Pelican State Credit Union, P.O. Box 40088, Baton Rouge, LA 70816.

We make no representation that any content or use of Digital Banking is available in locations outside the United States. Accessing Digital Banking from locations outside the United States is at Your own risk.

User Conduct. You agree not to use Digital Banking, or the content or information delivered through Digital Banking in any way that would be considered illegal or violate any law or statute. Harassment or threatening language may result in the closure or suspension of Your Account. You also agree not to make commercial use of Digital Banking or resell, lease, rent, or distribute access to Digital Banking.

Indemnification. Unless caused by our intentional misconduct or gross negligence, You agree to indemnify, defend and hold harmless the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from third party claims, disputes, action or allegation of infringement, misuse, or misappropriation based on information, data, file, or otherwise in connection with the Service; Your violation of any law or rights of a third party or Your use or use by a third party of Digital Banking.

Errors:

In case of errors or questions about electronic fund transfers from Your savings and checking Accounts or if You need more information about a transfer on the statement or receipt, telephone Us at the following number or send Us a written notice to the following address as soon as You can. We must hear from You no later than 60 days after We sent the FIRST statement on which the problem appears. Call Us at:

(225) 408-6100
(800) 351-4877

or write to:

Pelican State Credit Union
PO Box 40088
Baton Rouge, LA 70835
Fax: (225) 408-6200

- Tell Us Your name and Account number.
- Describe the electronic transfer You are unsure about and explain, as clearly as You can, why You believe it is an error or why You need more information.
- Tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)* business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45** days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within ten (10)** business days for the amount You think is in error so that You will have the use of the money during the time it takes Us to complete our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within ten (10) business days, We may not credit Your Account. We will tell You the results within three (3) business days after completing our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We

used in our investigation.

* If You give notice of an error occurring within 30 days after You make the first deposit to Your Account, We may take up to 20 business days instead of ten (10) business days to investigate the error.

** If You give notice of an error occurring within 30 days after You make the first deposit to Your Account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, We may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after You make the first deposit to Your Account, We may take up to 20 business days instead of ten (10) business days to credit Your Account.

NOTE: If the error You assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, We will credit Your Account within five (5) business days unless We determine that the circumstances or Your Account history warrant a delay, in which case You will receive credit as described above.

Termination:

The Credit Union reserves the right to terminate Digital Banking, in whole or in part at any time with or without cause and without prior written notice as allowed by law. In the event You provide a termination notice, We may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. We also reserve the right to suspend the Service either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion including if a security breach has been attempted or has occurred. We may consider repeated incorrect attempts to enter Your Username or PIN as an indication of an attempted security breach. Termination of the Service does not affect Your obligations under this Agreement in respect to occurrences before termination.

Electronic Communication:

The Credit Union's Electronic Banking enables You to access Your Account(s) through an electronic Device. By activating/registering one or more Devices for this service, You agree to receive and send electronic messages about Your Accounts and/or request certain pre-authorized transfers on Your Account(s). You hereby acknowledge and accept that each message is sent to You without being encrypted and will include certain information requested on Your Account(s).

You may request and receive electronic messages concerning Your Accounts on any electronic Device. It is Your responsibility to determine if Your Device is capable of receiving electronic messages. The Credit Union's electronic messages are subject to the terms and conditions of Your Agreement(s) with Your provider even if Your use of the electronic service results in additional or charged fees.

Once You activate Your Device for this service, YOU are responsible for keeping any personal information in Your Device secure. For Your protection, You agree to login and remove Your Devices if lost, stolen, or compromised or Your provider was cancelled. You also agree to remove saved 2-step verification methods and erase messages that may contain Your electronic PIN, password, or other personal information.

You acknowledge, agree, and understand that Your receipt of any electronic messages may be delayed or prevented by factor(s) affecting Your provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message(s). You agree to the terms of the indemnification clause as specified in the Digital Banking Agreement. You also agree not to hold the Credit Union liable for any losses, damages, or costs that may arise in whole or in part, from:

- Non-delivery, delayed delivery, or the misdirected delivery of any message
- Inaccurate or incomplete content in any message
- Your reliance on or use of the information provided in any electronic service message for any purpose

We provide this service as a convenience to You. We reserve the right to terminate this service or begin charging a fee for this service at any time without prior notice to You, except where required by law. All provisions of any Agreements or disclosures previously made pertaining to Your Account(s) remain in effect and are not superseded or amended by

this Agreement.

Remote Deposit Capture Disclosure and Agreement:

Service Definitions:

"Business Day" is every Monday through Friday, Central Time, excluding Federal Reserve holidays. "Service" refers to the Credit Unions' Mobile Deposit Service.

Use of Service:

These Services allow You to deposit checks into eligible Credit Union Accounts from a remote location by capturing a picture of the item(s) with a compatible Device which then delivers the images and associated deposit information to the Credit Union electronically. You may use this Service for business & personal use in accordance with this Agreement. In order to use this Service, You must obtain and maintain, at Your expense, compatible hardware. We are not responsible for the functionality or maintenance of any third-party hardware or software You may need to use the Service.

Agreement Acceptance:

The acceptance of this Agreement and use of the Service means You agree to all terms and conditions in this Agreement. Please read this Agreement carefully and keep a copy for Your records.

Eligibility and Qualification Requirements:

To qualify for this Service, You must meet eligibility criteria as dictated by Us, including having all Accounts in good standing.

Limitations of Service:

When using this Service, You may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that You may incur. We reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to You. In the event this Service is not available to You, You acknowledge that You can deposit Your check at a branch location, through a participating ATM/ITM, or by mail.

Charges or Fees:

The Credit Union does not charge a Usage fee for this Service. We reserve the right to start charging for this Service at any time. If an item You transmit for deposit is dishonored, rejected or otherwise returned unpaid, You agree that We may charge back the amount of the return to the Account the check was originally deposited to, and You will be assessed a fee in accordance with the Schedule of Fees and Charges. If there are not sufficient funds in Your Account to cover the amount of the returned check, the Account will be overdrawn, and You will be responsible for payment. You agree that the Credit Union may debit any Account maintained by You in order to obtain payment of Your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that You are solely responsible for all such fees, limitations, and restrictions, and that We may contact You via Your wireless Device for any purpose concerning Your Accounts at the Credit Union, including but not limited to Account servicing and collection purposes.

Eligible Items:

You agree to capture and deposit only "checks" as defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.

Ineligible Items:

You agree that You will not use this Service to capture and deposit any ineligible items including but not limited to the following:

- Checks or items payable to any person or entity other than You
- Post-dated checks
- Checks or items containing an obvious alteration to any of the fields on the front of the check or item that You know or suspect or should know or suspect to be fraudulent.
- Checks or items drawn or otherwise issued by You or any other party on any of Your Credit Union Accounts

- Checks or items not payable in United States currency
- Money orders and cashier's checks
- US Treasury checks
- Items drawn on financial institutions located outside the United States
- Items previously converted to a substitute check
- Consumer loans, credit card, and mortgage payments
- IRA and share certificate deposits
- Savings bonds
- Checks that require authorization (e.g. COMCHEKS, BranchPay, RapidDrafts)
- State-issued registered warrants
- Checks from another financial institution to a closed Account

Image Quality:

The image of the item transmitted to Us must be clearly legible. The image being transmitted must comply with all standards for image quality established by ANSI, clearing house, association, or any other regulatory agency.

Endorsement Requirements:

You agree to endorse all items with Your signature and print "For Mobile Deposit Only at Pelican State Credit Union" on all items. The Credit Union reserves the right to reject all items that are not endorsed as specified.

Deposit Limits:

You may make up to \$35,000.00 per day and up to \$50,000.00 per month via mobile deposit. The Credit Union reserves the right to impose these limits and may change them at any time without notice.

Receipt of Items:

We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items not received or for images not transmitted. A Deposit Received Notification email is sent to confirm Your image was transmitted. However, such notification does not mean that the transmission was without error.

Provisional Credit and Availability of Funds:

You understand and agree that items transmitted utilizing Mobile Deposit Capture will not be subject to the funds availability requirements of Regulation CC.

Below is our general funds availability policy for this service:

- The first \$225 of funds from Items deposited under the terms of this Agreement will generally be available the same day.
- Remaining funds will generally be available on the second business day after the day of deposit.
- New Membership (120 days) receive \$0.00 immediate availability of funds deposited.
- Funds will generally be available on the 7th business day.

Funds may be delayed longer, at our sole discretion, based on factors related to Account activity, length of membership, check amount and collectability of the item. We will notify You if We delay Your ability to withdraw funds.

Credit given for the item is provisional and subject to final approval of the item.

With respect to each item, You send to the Credit Union for deposit, You agree to indemnify and reimburse the Credit Union for and hold the Credit Union harmless from and against any and all losses, costs, and expenses.

Method of Presentment:

The manner in which items are cleared, presented for payment, and collected shall be in the Credit Union's sole discretion.

Retention and Disposal of Items:

You agree to retain each item no fewer than 30 days after transmission. Promptly after such period expires, You must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check. You will promptly provide any retained item to the Credit Union as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

Errors or Discrepancies:

Notify the Credit Union at 1-800-351-4877 as soon as possible, if You believe Your statement is incorrect, or if You need more information about a transaction listed on the statement. We must hear from You no later than 60 days after We sent the FIRST statement on which the problem appeared. If You do not notify Us within 60 days from the date Your statement was sent, You may not be compensated for any losses.

Security Requirements:

To prevent unauthorized Usage of the Service, You agree to ensure the security of the personal computer and/or mobile Device You own and use to access the Service. By securing these Devices, We specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as Well as securing the physical Device from theft or unauthorized use. Additionally, the Credit Union may also request additional information from You.

Disclaimer of Warranties:

The Credit Union's representations, warranties, obligations, and liabilities and Your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by the Credit Union and its licensors "as is" and on an "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose. We make no warranty that the services (i) will meet Your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results that may be obtained from the service will be accurate or reliable, and (iv) that any errors in the services or technology will be corrected.

Limitation of Liability:

The Credit Union's liability for errors or omissions with respect to the data transmitted or printed by the Credit Union will be limited to correcting the errors or omissions.

User Warranties and Indemnification:

You warrant to the Credit Union that:

- You will only transmit eligible items that are properly endorsed.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or re-present the original item once it has been scanned and sent through this Service, unless specifically requested to do so by the Credit Union.
- All information You provide to the Credit Union is accurate and true.
- The Credit Union will not sustain a loss because You have deposited an image.
- You will comply with this Agreement and all applicable rules, laws, and regulations. Items You transmit do not contain viruses.

You agree to indemnify and hold harmless the Credit Union from any loss for breach of the warranty provision.

Change in Terms:

The Credit Union reserves the right to change the terms and conditions of this Service or terminate this Agreement without notice at any time.

Governing Law:

This Agreement supplements the terms of Your Membership and Account Agreement and Disclosures. Together they

constitute the entire Agreement between You and the Credit Union with respect to the services. You may not assign this Agreement. This Agreement is governed by the laws of the State of Louisiana and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.