

## **HCU Online Banking Agreement and Disclosure**

This Agreement sets out the rights and obligations of a user of the Heartland Credit Union Online and Mobile Banking transactional services (also known as HCU Online Banking and/or HCU Mobile Banking and hereby referred to as "Service" or "Services"). It describes the rights and obligations of Heartland Credit Union ("Credit Union" or "HCU"). Please read this Agreement carefully. By using this service you agree to be bound by the following agreement and disclosure. You will also be obligated to any subsequent changes to this agreement after you have been given written notice of the changes. The written notice will be posted to the Heartland Credit Union Online Banking website.

### **Definitions**

The following definitions apply in this Agreement. "HCU Online Banking" is the Web-based transactional service providing access to your Heartland Credit Union account(s); "HCU Mobile Banking" is an app-based or web-based transactional service utilizing a mobile phone, tablet, or other device; "Online Account" means any account from which you will be conducting transactions using these Services; Username is the member selected credential which uniquely defines an account; and "Password" is the member generated code selected by you after the initial sign on, that establishes your connection to the Service. "Time of day" references are to Central Standard Time or Central Daylight Saving Time, as applicable. "Transaction Date" means the day on which your transaction took place. Any "We", "Us", "Credit Union", or "HCU" refers to Heartland Credit Union which offers the Services, and which holds the accounts accessed by the Services. "Authorized Use" is use of the system by anyone using your "Password", who you have given the password, or to whom you have made the password available.

#### **1. Account Requirements**

In order to subscribe to the Services, you must have at least one active account with the Credit Union. Use of the services will be subject to the underlying deposit account or loan account agreement for each Account.

#### **2. Hardware and Internet Use**

##### **A. Technical Requirements**

In order to use the Services, you will need access to the Internet. Failure of your equipment to access the Internet, or any failure on your system that causes a problem with your transactions are risks that are accepted by you. We will make an effort to assist you in determining whether there is a system incompatibility problem between your system and ours, but ultimately problems with any incompatibility is a responsibility you accept.

##### **B. No Liability**

We are not responsible for any error, damage or other loss you may suffer due to the malfunction or misapplication of any software or system you use, including without limitation, any web browser, any Internet Service Provider, or any equipment you may use, including, without limitation, telecommunication facilities, computer hardware and modem. You are solely responsible for the setup and maintenance of your computer, modem, or other access devices. Except as specifically required in this Agreement or by applicable law, you agree that We will not be liable for any damage, whether direct, indirect, special or consequential or otherwise, including economic, property, personal, or other loss or injury whether caused by hardware or system wide failure, whether due to a virus or other disabling routine, or otherwise, or resulting from the installation, use, or maintenance of the equipment, or other items necessary to access or use the service.

##### **C. Data Services Charges**

You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Services. For example, your mobile service carrier or Internet provider may impose data usage or text message charges for your use of or interaction with HCU Online Banking or Mobile Banking, including while downloading any software, receiving or sending text messages, or other use of your computer, tablet, or other wireless device when using HCU Online Banking or Mobile Banking.

### **3. Availability of Services**

The Services are available 24 hours a day, seven (7) days a week, except during special maintenance periods or during unforeseen system outages.

### **4. Access to Services**

You will gain access to your Online Accounts through the use of your Internet enabled device, your Internet Service Provider, your Password, and your Username.

You agree and understand that the HCU Mobile Banking Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

The Credit Union assumes no responsibility for the operation, security, or functionality of any Internet Service Provider, mobile network, computer, or wireless device used to access the Services.

### **5. Use of your Password**

You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. In order to protect yourself against fraud, you need to adhere to the following guidelines:

- A. Do not give out your account information, Password, or Username.
- B. Do not leave your computer or wireless device unattended while using these Services.
- C. Never leave your account information within range of others, and
- D. Do not send privileged account information (account number, Username, Password, etc.) in any public or general email system.

### **6. If your password has been lost or stolen**

If your Password has been lost or stolen, call the Credit Union immediately at the phone numbers listed at the bottom of this Agreement. Telephoning the Credit Union is the best way of minimizing your losses. If you believe your Password has been lost or stolen and you tell Us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your Password without your permission. If you do NOT tell Us within two (2) business days after you learn of the loss or theft of your Password, and We prove We could have stopped someone from using your Password without your permission if you had told Us, you could lose as much as \$500. If you believe your Password has been lost or stolen, please use the Password change feature within the HCU Online Banking or HCU Mobile Banking Profile section to change your Password. If you find that someone has changed your Password, call Us immediately so that unauthorized transactions may be stopped.

### **7. Credit Union Transactions through the Services**

#### **A. Account Inquiry and Information**

You may use the Services to:

- i. Transfer funds between your Accounts that are checking, shares, VISA® or loan accounts.
- ii. View current balance information for your accounts.
- iii. Export your Account information to software such as Intuit Quicken financial management software, or such other software for which the credit union may from time to time decide to make export hooks.

Current year contributions into Traditional, Coverdell, Roth and SEP IRA share types are available via account transfer in HCU Online Banking and HCU Mobile Banking. Online withdrawals from these IRA share types are not offered. IRA withdrawals may be requested in person, by phone, by fax, or by email. The Credit Union does not accept responsibility for any such conversion utility, nor does it promise to continue to make this service available in the future.

## **B. Funds Transfer**

You may transfer funds between your Accounts that are checking or share accounts in any amount equal to or greater than \$0.01. When you request a funds transfer using the Services, you authorize Us to follow the transfer instructions and transfer the funds from the designated originating Account to the designated recipient Account. The "Transaction Date" is the date that the funds transfer is actually made. We deduct the amount of your funds transfer from the designated originating Account on the Transaction Date. We may refuse to act on your funds transfer instruction if sufficient funds, including funds available under any overdraft plan, are not available in your Account on the Transaction Date. Funds transferred to the designated recipient Account will be deemed deposited on the Transaction Date and will be available thereafter in accordance with our funds transfer availability policy.

## **C. Account Information**

The Account balance shown will be current as of the time you access it. The Account balance may include deposits still subject to verification by Us and may not include deposits or loans in progress, outstanding checks or payments, or other withdrawals, payments, credits, or charges. Twenty-four (24) months of transaction data will be imported, and transaction data will be retained within Online/Mobile Banking for a minimum of 36 months.

## **D. External Transfers**

External Transfers are a mechanism to move funds from/to your account at Heartland Credit Union and your accounts at other financial institutions via the ACH payment system. External accounts are validated via micro-payments. Allow two business days for processing transactions.

- a. For new accounts where the primary account holder is age 18 or older:
  - Outgoing Limit: \$0
  - Incoming Limit: \$1,000
  - Higher limits may be available upon request.
- b. The standard limit for accounts 91 days and older, where the primary account holder is age 18 or older:
  - Outgoing Limit: \$5,000
  - Incoming Limit: \$5,000
  - Higher limits may be available upon request.
- c. Minor Accounts where the primary account holder is under the age of 18 will be reviewed by request only, and requires the consent of all account owners.

## **E. Electronic Mail (Email)**

If you send the Credit Union an email message, We will be deemed to have received it on the following business day. The Credit Union will have a reasonable time to act on your email. You should NOT rely on email if you need to communicate with the Credit Union immediately during regular business hours. Instead, We advise you to speak with Credit Union personnel in person or by phone. Due to the non-secure nature of public email systems, We request that you do not send Us, or ask for, sensitive information such as account numbers, password, account information, etc. via any general or public email system. If you wish to contact Us in a secure electronic format, please use the form mail system on our website, a link to which can be found at the bottom of this Agreement. You can use this secure form based email system to contact the Credit Union regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Credit Union regarding other concerns of a confidential nature.

## **F. Mobile Check Deposit (InstaCheck™)**

- i. Mobile Check Deposit is designed to allow you to make deposits to your checking or share accounts from home or other remote locations by imaging checks and delivering the images and associated deposit information to the Credit Union or the Credit Union's designated processor.
- ii. Mobile Check Deposit converts your scanned checks into substitute checks, in accordance with the Check Clearing for the 21st Century Act ("Check 21 Act") and Federal Reserve Board Regulation CC ("Regulation CC"). Your use of the Mobile Check Deposit constitutes your acceptance of this Agreement.
- iii. Limitations of Service. When using Mobile Check Deposit, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Mobile Check Deposit has qualification requirements, and We reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Mobile Check Deposit, in whole or in part, or your use of the service, in whole or in part, immediately and at any time without prior notice to you.
- iv. Eligible Items. You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the Credit Union shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Kansas. You agree that you will not use Mobile Check Deposit to scan and deposit any of the following types of checks or other items:
  - a. Checks or items payable to any person or entity other than you.
  - b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
  - c. Checks or items containing obvious alterations to any of the fields on the front of the check or item, or which 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 or item is drawn.
  - d. Checks or items previously converted to a substitute check, as defined in Reg CC.
  - e. Checks or items drawn on a financial institution located outside the United States.
  - f. Checks or items that are remotely created checks, as defined in Reg CC.
  - g. Checks or items not payable in United States currency.
  - h. Checks or items dated more than six (6) months prior to the date of deposit.

- i. Checks or items prohibited by the Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account.
  - j. Checks or items payable on sight or payable through drafts, as defined in Reg. CC.
  - k. Checks or items with any endorsement on the back other than that specified within the Mobile Check Deposit instructions.
  - l. Checks or items that have previously been submitted through Mobile Check Deposit or through a remote deposit capture service offered at any other financial institution.
  - m. Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
  - n. Checks or items that are prohibited by the Credit Union's current Membership Agreement with you.
  - o. Checks or items that are in violation of any federal or state law, rule, or regulation.
- v. Image Quality. The image of an item transmitted to the Credit Union using Mobile Check Deposit must be legible. The image quality of the item must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
- vi. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through Mobile Check Deposit according to the instructions provided therein. You agree to follow any and all other procedures and instructions for use of the Mobile Check Deposit as the Credit Union may establish from time to time.
- vii. Receipt of Items. We reserve the right to reject any item transmitted through the Mobile Check Deposit, at our discretion, without liability to Us. We are not responsible for items We do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when We transmit a confirmation to you that We have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your Account. We further reserve the right to charge back to your Account at any time, any item that We subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our charge back of an ineligible item.
- viii. Availability of Funds. You agree that items transmitted using Mobile Check Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the service is received and accepted before 2:00 p.m. 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 Mobile Check Deposit will generally be made available in two (2) business days from the day of deposit. The Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as the Credit Union, in its sole discretion, deems relevant.
- ix. Disposal of Transmitted Items. Upon your receipt of a confirmation from the Credit Union that We have received the image of an item that you have transmitted, you agree to retain the check for sixty (60) days from the date of the image transmission. After 60 days, you agree to destroy the check that you transmitted as an image, prominently mark the item as "Electronically Presented" or "VOID", or otherwise render it incapable of representment. You agree never to re-present the item. During the time the retained check is available, you agree to promptly provide it to the Credit

- Union upon request to aid in the clearing and collection process, to resolve claims by third parties with respect to any time, or for the Credit Union's audit purposes.
- x. Deposit Limits. We reserve the right to impose limits on amount(s) and/or number of deposits that you transmit using the Mobile Check Deposit and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, We may reject your deposit. If We permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and We will not be obligated to allow such a deposit at other times.
    - a. For new accounts where the primary account holder is age 18 or older:
      - Per Item Limit: \$1,000
      - Daily Aggregate Limit: \$1,000
      - Monthly Aggregate Limit: \$2,500
      - Higher limits may be available upon request.
    - b. The standard limit for accounts 91 days and older, where the primary account holder is age 18 or older:
      - Per Item Limit: \$5,000
      - Daily Aggregate Limit: \$5,000
      - Monthly Aggregate Limit: \$15,000
      - Higher limits may be available upon request.
    - c. Minor Accounts where the primary account holder is age 13-17 will be reviewed by request only (opt-in):
    - d. Mobile Check Deposit is not available on Limited Accounts or minors under age 13.
  - xi. Hardware and Software. In order to use the Mobile Check Deposit, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union from time to time. The Credit Union is not responsible for any third party software you may need to use the Mobile Check Deposit. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
  - xii. Errors. You agree to notify the Credit Union of any suspected errors regarding items deposited through the Mobile Check Deposit immediately, and in no event later than 60 days after the applicable account statement is made available to you. Unless you notify the Credit Union within 60 days, such statement regarding all deposits made through the Mobile Check Deposit shall be deemed correct, and you are prohibited from bringing a claim against the Credit Union for such alleged error.
  - xiii. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in the Credit Union's sole discretion subject to the Membership Agreement governing your account(s).
  - xiv. Errors in Transmission. By using the Mobile Check Deposit you accept the risk that an item may be intercepted or misdirected during transmission. The Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
  - xv. Unreadable Drafts. Certain images submitted to Mobile Check Deposit may not be readable by automated systems, and may under certain circumstances be unable to deposit. Under no circumstances will the Credit Union be liable for items unable to be deposited through Mobile Check Deposit, or any fees or penalties associated with the inability to deposit an item.
  - xvi. User Warranties and Indemnification. You warrant to the Credit Union that:
    - a. You will only transmit eligible items.
    - b. Images will meet the image quality standards.
    - c. You will not transmit duplicate items.
    - d. You will not deposit or represent the original item.
    - e. All information you provide to the Credit Union is accurate and true.

f. You will comply with this Agreement and all applicable rules, laws and regulations.

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

## **G. One Time PIN**

One Time PIN (OTP) is an additional layer of security that helps safeguard specific Online and Mobile Banking transactions, including the ability to log in, by using your email or text-enabled mobile device for authentication. OTP can help protect you from online fraud by requiring that you enter a unique and time-sensitive security code before certain high-risk transactions.

The PIN must be entered while you are logged into an Online or Mobile Banking session. The OTP is in addition to, not instead of, your Online and Mobile Banking password.

You may be prompted to enter a OTP either during the log on process to Online or Mobile Banking, or when you attempt to perform certain high-risk transactions. The PIN will be sent to you by text message (also referred to as Short Messaging Service, or "SMS") to your enrolled mobile device, or alternatively via email.

By using HCU's Services, you expressly consent to HCU sending OTPs and other Service related text messages via SMS to your text-enabled mobile device. (As used herein, "text message" includes both One Time PINs and other Service related text messages.)

A new OTP may be sent to your mobile device or email address each time you seek to perform certain high-risk transactions through Online or Mobile Banking. You are responsible for all fees and charges associated with receiving text messages to your mobile device, including, but not limited to, text messaging, long distance and other charges of your carrier or other service providers.

If your mobile device's phone number changes, you are responsible for changing it in your online profile, and you may not be able to perform OTP authentication until you do so.

HCU cannot guarantee the delivery of the text messages due to circumstances outside of HCU's control, including, but not limited to, mobile network services, signal strength, carrier discretion or disruption, and HCU may not be able to assist in the resolution of such problems. You accept that your use of the Service may be limited by the services, capacities or capabilities of your carrier or mobile device. Your mobile service carrier and mobile device seller are responsible for their products and services, and you agree to resolve any problems with them directly without involving HCU. Delivery failure of the text message may impact your ability to perform certain transactions while logged into Online or Mobile Banking, including the ability to log in, under certain circumstances.

Delivery of text messages may be delayed or prevented by a variety of factors. HCU uses reasonable commercial efforts to provide text messages in a timely manner with accurate information, but does not guarantee the delivery or the accuracy of the contents of any text messages. HCU is not responsible or liable: for any delays, failure to deliver, or misdirected delivery of any text messages; for any errors in the content of any text messages; for any actions taken or not taken by you or any third party in reliance on any text messages; for any Service unavailability; or for your inability to conduct any Online Banking transaction.

HCU is not responsible or liable for any interception of text messages, or for unauthorized access to, or use of, your mobile device, computer systems, OTPs or other text messages. Nor is HCU responsible or liable for any defective or malicious software or code (such as virus or spyware) that may be on your mobile device or computer systems, or the use or actions of such software. You are solely responsible for controlling what software or code is on your mobile device and computer systems, and for preventing any third party from possessing, tracking, accessing, or using your mobile device, computer systems, text message PINs, or other text messages.

The Service is made available to you as a security tool to reduce the risk of fraudulent activity in your Online Banking accounts with HCU. Simply using the Service, however, is not by itself adequate to protect your Online Banking security.

If you believe your mobile device may be lost or stolen, you should immediately change your Online/Mobile Banking login password, and/or contact Us at the phone number or address listed at the bottom of this Agreement.

## **8. Fee Schedule**

The Credit Union offers the benefits and convenience of Online Banking and Mobile Banking transactions to you at no additional charge. All other normal transactional Credit Union fees apply.

## **9. Statements**

If you opted for paper statements, you will continue to receive your regular account statement either monthly or quarterly, depending on the type of account and type of transactions. If your statement shows transfers that you did not make, notify the Credit Union immediately by contacting Us at the phone number or address listed at the bottom of this Agreement.

If you do not notify the Credit Union within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days which would not have been lost if the Credit Union had been notified in time. If a good reason (such as a long trip or hospital stay) delayed you from contacting the Credit Union, the Credit Union may extend the time periods at its discretion.

## **10. Your Responsibility.**

In case of errors or questions regarding an Online Banking or Mobile Banking transaction, contact Us using the phone number or address listed at the bottom of this agreement.

We must hear from you at the telephone number or address listed, no later than sixty (60) days after We sent you the first statement on which the problem or error appeared. We will need:

- A. Your name and account number.
- B. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or you need more information.
- C. The dollar amount of the suspected error and date on which it occurred.

If the report is made orally, We will require that you send the complaint or question in writing within twenty (20) business days. We will notify you with the results of the investigation within ten (10) business days and will correct any error promptly. If more time is needed, however, We may take up to forty-five (45) days to investigate a complaint or question. If this occurs, We will credit your account within ten (10) business days for the amount you think is in error. This will allow you to use the money during the time it takes Us to complete our investigation. If your complaint



or question is not received in writing within ten (10) business days, We may not credit your account until the investigation is completed.

If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by Us are twenty (20) business days (instead of ten (10)) and ninety (90) calendar days (instead of forty-five (45)).

If We determine that no error occurred, We will send you a written explanation within three (3) business days after the investigation is completed. You may request copies of the documents that were used in the investigation.

#### **11. Our Responsibility.**

If We do not properly complete a transfer to or from your account on time or in the correct amount according to our agreement with you, We will be liable for the amount of any losses or damages incurred by you and resulting directly from such failure. We will not be liable in the following instances:

- A. If, through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
- B. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that We have taken.
- C. If there is a hold on your account, or if access to your account is blocked, in accordance with Credit Union policy.
- D. If your funds are subject to legal process or other encumbrance restricting the transfer.
- E. If your transfer authorization terminates by operation of law.
- F. If you believe someone has accessed your accounts without your permission, and you fail to notify the Credit Union immediately.
- G. If you have not properly completed the transfer online.
- H. If We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- I. If We have a reasonable basis for believing that unauthorized use of your Password or account has occurred, or may be occurring, or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with Us, or if We or you terminate this Agreement. There may be other exceptions stated in this Agreement and in other agreements with you. In no event shall We be liable for damages in excess of your actual loss due to our failure to complete a transfer, and We will not be liable for any incidental or consequential damages. If any of the circumstances listed above occur, We will assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

#### **12. Virus Protection.**

The Credit Union is not responsible for any electronic viruses, spyware, or other malware that you may encounter. We suggest that you routinely scan your computer(s) and/or mobile device(s) using a virus protection product as well as malware protection. Undetected malware may corrupt or destroy your programs, files, and your hardware, or may steal passwords or disclose other confidential data on your device(s).

#### **13. Disclosure of Information to Third Parties.**

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

- A. Where it is necessary for completing transfers.

- B. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- C. In order to comply with government or court orders, or other reporting requirements.
- D. If you give Us your written permission.
- E. Where, through action of your own, information about your account has been put onto the Internet in an insecure manner.
- F. As necessary to validate the authenticity of the end user.
- G. To Credit Union affiliated companies, unless you have completed a prior opt-out request.

**14. Inactivity; Termination.**

You are responsible for complying with all the terms of this Agreement and all other disclosures governing the deposit accounts which you access using electronic Credit Union services. We may terminate your electronic banking privileges under this Agreement without notice to you if:

- A. You do not comply with the agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing.
- B. You do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 365 day period. To cancel the Services, you must notify the Credit Union and provide your name and address. You may contact the Credit Union using the phone number or address listed at the bottom of this Agreement.

**15. Governing Law.**

This Agreement is governed by the laws of the State of Kansas and applicable federal law.

**16. Enforceability**

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. In the event that 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.

**17. Ownership & License**

You agree that the Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services

- A. In any anti-competitive manner.
- B. For any purpose which would be contrary to the Credit Union's business interest.
- C. To the Credit Union's 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 Services.

**18. DISCLAIMER OF WARRANTIES**

YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTY SERVICE PROVIDERS) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "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 AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT:

- A. THE SERVICES WILL MEET YOUR REQUIREMENTS.
- B. THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- C. THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE.
- D. ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**19. LIMITATION OF LIABILITY**

YOU AGREE THAT THE CREDIT UNION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE PROVIDED BY LAW.

**20. Termination**

The Credit Union reserves the right to terminate, suspend, or modify this Agreement at any time and for any reason. In the event of termination of the Services, you will remain liable for all transactions performed on your Account.

**21. Other Terms**

You may not assign this Agreement. This Agreement is entered into in Kansas and shall be governed by the laws of the State of Kansas 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.

**Contacting Us**

Heartland Credit Union can be contacted during normal business hours at 620.669.0177 or 800.428.8472 or by writing the Credit Union at:

Attn: Electronic Services Department  
Heartland Credit Union  
PO Box 1645  
Hutchinson, KS 67504

Online form email can be found on our website at [www.hcu.coop](http://www.hcu.coop).

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