

Notice of Updated Digital Banking Disclosures

To support our enhanced Digital Banking experience, we have updated our Digital Banking Agreement. The updated Agreement reflects enhancements to our digital banking services and is designed to make important terms and disclosures easier to understand. It also serves as a single comprehensive resource for the products and services available through Digital Banking and our Digital App.

What's Changing?

Our updated disclosures include:

- **Digital Banking's** enhanced features and functionality.
- **Modernized language and organization** to improve readability and reflect current digital banking services.
- **Consolidation of multiple agreements** into one comprehensive Digital Banking Agreement, including services such as Bill Pay and Mobile Check Deposit (eDeposit), and more.
- **New and expanded digital services included with our new platform**, including features such as:
 - Improved security
 - Instant Pay
 - AI-powered virtual assistance
 - Identifying merchants: It reveals the actual name and logo of the business when viewing transactions
 - And other new digital banking capabilities available now and as they become available

What This Means for You

These updates help ensure our disclosures accurately describe how our digital banking services work and the terms that apply when using them. While many of the changes are organizational or reflect existing services, the updated agreement also includes terms applicable to new features and enhancements available through our Digital Banking platform.

We encourage all members to review the updated Digital Banking Disclosures before continuing to use our digital banking services.

Thank you for choosing iTHINK Financial. We remain committed to help move you forward including our new enhanced Digital Banking experience.

iTHINK Financial Credit Union

Digital Banking Agreement

1. Introduction and Scope of Agreement

This Digital Banking User Agreement ("Agreement") governs the use of the digital banking services offered by iTHINK Financial Credit Union. This Agreement applies to both consumer and business account holders who access or use Digital Banking.

By subscribing to Digital Banking, using Digital Banking to access account information, making any transfer between accounts, making any payment to a third party, download/use of the mobile app and future digital services, or otherwise using the services described in this Agreement, you agree to the terms of this Agreement. This Agreement also governs any new digital services, features, products, channels, or technologies we may make available. We encourage you to keep a copy of this Agreement for your records.

The words "we," "us," "our," "iTHINK," "iTHINK Financial" and "Credit Union" refer to iTHINK Financial Credit Union. The words "you" and "your" refer to each person subscribing to Digital Banking and to each person who uses Digital Banking with the permission of the subscriber. This Agreement also covers authorized users, joint owners, business users, and any other person authorized to use your services, as applicable.

2. iTHINK Financial Credit Union Electronic Communications and Electronic Signature Agreement (E-Sign)

Electronic Communications and Electronic Signature Consent

This Agreement applies to all products, services, accounts, and relationships you have with iTHINK Financial Credit Union that are accessed, applied for, opened, maintained, or serviced electronically. By selecting 'I Agree,' electronically signing a document, enrolling in Digital Banking, opening an account electronically, or otherwise using an electronic service, you consent to receive electronic records and communications and to use electronic signatures.

Your Consent is Required

Your consent applies to disclosures, agreements, statements, notices, tax forms, adverse action notices, account communications, loan documents, Digital Banking, and other records related to your relationship with the Credit Union.

Electronic Signatures

You agree that electronic signatures, acknowledgements, and records have the same legal effect as handwritten signatures and paper documents.

Hardware and Software Requirements

We may not support some older operating systems or web browsers, so if you are using an outdated version, you may need to update it in order to get access to Digital Banking. To access electronic records

you must have: (1) a computer, tablet, smartphone or other device with internet access; (2) a supported web browser such as Chrome, Edge, Firefox, or Safari; (3) the ability to receive email; (4) sufficient storage or printing capability; and (5) software capable of viewing PDF documents, such as Adobe Acrobat Reader or a browser-based PDF viewer. We may update our hardware or software requirements. If the changes create a material risk that you will no longer be able to access electronic records, we will notify you as required by applicable law.

Availability of Records

You should download, print, or otherwise retain important electronic records for your files.

Demonstration of Ability to Access Electronic Records

By consenting, you confirm that you can access, review, download, save, and print electronic records, including PDF documents.

Paper Copies

You may request paper copies of electronic communications. Fees may apply as disclosed in the Credit Union Fee Schedule.

Withdrawing Consent

You may withdraw consent at any time by contacting the Credit Union. Withdrawal does not affect the validity of prior electronic records or signatures and may limit access to certain electronic services.

Consent

By selecting 'I Agree,' you acknowledge that you have read and understand this Agreement, you are confirming that you have the hardware and software requirements, that you are able to receive, review and retain electronic documents, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, and delegates identified in respect of your iTHINK Financial products and services.

Updating Contact Information

You agree to maintain a valid email address and promptly notify the Credit Union of any changes to your contact information.

Contact Information

If you need to contact us, use one of the following methods. You can contact us by telephone at 800.873.5100 to speak to a Member Service Advisor; by email at serviceplus@ithinkfi.org; or by mail to iTHINK Financial Credit Union, P. O. Box 5090, Boca Raton, FL 33431-0890.

3. Definitions

For purposes of this Agreement, the following terms apply. Undefined terms have the meaning provided in the applicable Membership Agreement, Business Account Agreement, Account Disclosures, Electronic Funds Transfer Agreement, or other agreement governing the applicable account or service.

Term	Meaning
Account	Any iTHINK Financial consumer or business deposit, share, loan, credit, or other account that is eligible for access through Digital Banking.
Account Disclosures	The Membership Account Disclosure, Membership Fee Schedule, Privacy Disclosure, Online Privacy Policy, NCUA Share Insurance Brochure, Loan Agreements and Disclosures, and any other applicable account or service disclosures.
Authorized Digital Banking User	Any person who uses Digital Banking with the permission of the subscriber, including a joint owner, co-borrower, business partner, associate, family member, or other person granted access through multiple-user functionality.
Business Day	Monday through Friday. Saturday, Sunday, and Federal holidays are not Business Days.
Electronic Fund Transfer or EFT	A transfer of funds to or from your account that is initiated electronically, including ATM transactions, debit card purchases, direct deposits, Digital Banking transfers, and automatic payments. EFTs do not include wire transfers unless specifically stated in this Agreement.
eMessenger	The Digital Banking eMessenger service through which eAlerts, eMessages, eNotices, eStatements, and other electronic services and documents may be delivered.
Support Messages	The secure messaging feature within Digital Banking used to send and receive messages regarding accounts or Digital Banking.
Digital Banking	A collection of secure online and mobile services that allows you to manage your accounts, transfer funds, pay bills, deposit checks, apply for accounts and loans, chat with our virtual assistant, and access other self-service banking tools anytime, anywhere.
Security Credentials	Your username, password, biometric identification, one-time password, security procedures, or other credentials used to access or authenticate activity through Digital Banking.
Username and Password	The credentials used to identify and authenticate you to iTHINK Financial when you use Digital Banking.

4. Relationship to Other Agreements and Disclosures

This Agreement supplements and does not replace the agreements and disclosures that govern your accounts and services. Those agreements include, as applicable, the **Membership Agreement and Disclosures, Business Membership And Account Agreement, Electronic Funds Transfer Agreement, Funds Availability Disclosures, Fee Schedules, Card Agreements, Loan Agreements, ACH authorizations, Privacy Notices**, and any terms provided by applicable service providers.

If this Agreement conflicts with another agreement, this Agreement controls only with respect to Digital Banking and only to the extent necessary to resolve the conflict. The other agreement controls the underlying account, loan, card, payment network, or service unless this Agreement expressly states otherwise or applicable law requires a different result. If a statement by an employee, contractor, or Service Provider conflicts with this Agreement, this Agreement controls.

You acknowledge receipt of and agree to the terms and conditions of the disclosures, fee schedules, and agreements associated with any account or service that you access, open, maintain, or use through Digital Banking.

5. Enrollment and Access

Once you establish membership in the Credit Union, you are eligible to enroll in Digital Banking. Enrollment in Digital Banking constitutes your authorization to iTHINK Financial to provide you electronic access to your linked eligible accounts. Consent to Receive Electronic Disclosures, the enrollment process requires your electronic consent to our E-Sign Agreement. You agree to comply with any security procedures we establish, including those procedures concerning signing on and creating and maintaining your security credentials. Enrollment may require identity verification, fraud screening, OFAC screening, account verification, and other authentication procedures established by the Credit Union. We reserve the right to deny your enrollment in Digital Banking, and to terminate, suspend or limit your access to Digital Banking at any time and for any reason, without giving you advance notice, consistent with applicable law.

6. Account Ownership, Authorized Users, and Delegated Access

Any person with access rights to an account, including but not limited to joint ownership, co-borrowers, Power of Attorney, Fiduciary users, business owners/officers, trustees, guardians, fiduciaries or other persons authorized by the Credit Union may register and use any or all features of Digital Banking. Digital Banking transactions performed by an authorized user of the account will be considered authorized transactions and, except as provided in this Agreement, iTHINK Financial will not be liable to you for any such transactions.

Digital Banking allows you to set up multiple users to control access to your account. You can create read-only or full-access features for your family or business partners and associates. You will be held liable for any activities performed by these individuals. It is your responsibility to monitor and maintain access for multiple users and to make any changes or suspensions as needed.

You and each user agree to establish and maintain a unique Username and Password separate from each other. You agree that no Username, Password, biometric identification, or security procedure should be shared with another party.

7. Security of Username, Password, and Authentication Credentials

You are responsible for maintaining the confidentiality and security of your Digital Banking credentials, including your username, password, personal identification number (PIN), security questions and answers, one-time passcodes, authentication codes, and any other access credentials used to access Digital Banking ("Security Credentials"). If you knowingly disclose authentication credentials to another person, transactions performed using those credentials may be treated as authorized to the fullest extent permitted by law.

You agree to:

- Keep your Credentials confidential and not disclose them to any other person.
- Not share, provide, or allow any other individual to use your Credentials, even if that person is a family member, friend, joint account owner, or trusted individual.
- Create strong passwords and change them when prompted or whenever you believe the security of your Credentials may have been compromised.
- Secure any device used to access Digital Banking by using available security features such as passwords, passcodes, biometric authentication, and screen locks.
- Log out of Digital Banking sessions when appropriate and safeguard your devices from unauthorized access.

You acknowledge that any transaction, instruction, or activity conducted using your Credentials may be treated as authorized by you to the fullest extent permitted by applicable law, even if performed by another person to whom you provided access.

If you believe that your Credentials have been lost, stolen, disclosed, compromised, or used without your authorization, you must notify the Credit Union immediately through the contact methods provided in this Agreement. Failure to promptly notify the Credit Union may increase your liability for unauthorized transactions as permitted by applicable law.

The Credit Union will never contact you and ask for your password or other confidential security credentials. If you receive such a request, do not provide the information and notify the Credit Union immediately.

Computer, Mobile Device, and Internet Security

You are solely responsible for the maintenance, installation, and operation of your computer and mobile device, and for the hardware and software used in accessing Digital Banking. iTHINK Financial is not responsible for errors, deletions, or failures that occur because of any malfunction of your computer, mobile device, or software, and is not responsible for any computer virus that affects your computer, mobile device, or software while using Digital Banking.

You acknowledge that internet communications involve security risks. You agree that you provide, receive, and request information via the internet with the knowledge that such information can be intercepted or viewed by unknown third parties. The Credit Union does not guarantee that downloads from its site will not contain a virus or other destructive device. You are responsible for protecting your information and maintaining your computer(s) and mobile device(s). You should Install and use firewall protection, and

keep antivirus programs, security settings, and software updates current to help reduce the risk of potential security breaches.

8. Availability of Services; Maintenance; Interruptions

You may access your account information through Digital Banking 24 hours a day, 7 days a week, except for interruptions due to maintenance or matters beyond iTHINK Financial control.

The Credit Union will make reasonable efforts to maintain the availability and uptime of Digital Banking services but shall not be liable for any temporary service interruptions. In such event, you are responsible for carrying out business through alternative delivery channels. iTHINK Financial makes No guarantee of uninterrupted availability. Planned maintenance may occur without notice and emergency maintenance may suspend access.

9. Digital Banking Services Available

After you successfully enroll, Digital Banking Services may include the ability to:

- View balance information and transaction history;
- Search for transactions;
- View or print images of checks where available;
- Import certain account information into supported personal financial management software;
- Send and receive secure messages through Support Messages;
- Set up and manage user access where available;
- Establish alerts for balances, transactions, messages, eStatements, security events, or other events;
- Conduct internal transfers, member-to-member transfers, recurring transfers, and external ACH transfers;
- Conduct transactions using Zelle® and/or Instant Payments
- Register for and use Bill Pay where available;
- Update personal information;
- Open new or additional eligible accounts;
- Access eStatements, eNotices, tax forms, and other electronic records;
- Use card-control, credit-score, fraud-prevention, or other features we make available; and
- Use additional services we add, modify, or make available in the future.

Not all services are available for all accounts, users, devices, access channels, or geographic locations. Services listed are examples and are not exhaustive. We may add, modify, suspend, remove, or limit services at any time, subject to applicable law.

10. Transfer Limits, Cutoff Times, Posting, and Funds Availability

Daily Processing Deadlines

iTHINK Financial's business days are Monday through Friday. Saturday, Sunday, and Federal holidays are not business days. Digital Banking transactions, such as funds transfers, that occur before our daily digital banking cutoff time on business days will be reflected in your transaction history the following Business Day.

Digital Banking transactions that occur after our daily Digital Banking cutoff time on business days or all day Saturday, Sunday, and Federal holidays will be reflected in your transaction history on the second business day. Transactions that have occurred and are not yet reflected in your account history may affect your available balance, and the amount of such transactions may appear in the available balance fields in Digital Banking.

Internal Transfers

You may transfer funds to your loan at iTHINK Financial or between your Savings, Checking, and Money Market accounts. You may make immediate transfers, schedule future-dated transfers, or establish recurring transfers. The available balance in the account from which the withdrawal for the transfer will be made and the available balance in the account to which the transfer will be credited will be updated as soon as the transfer is complete.

External Transfers

You may transfer funds to another financial institution in the United States and only to a savings or checking account. You may also bring in money from your savings or checking account at another U.S. financial institution to your accounts at iTHINK Financial. No international transfers are allowed.

You represent and warrant that you own or are authorized to use each external account you add or use, and that all information you provide for external transfers is accurate and complete. We may require account verification, including microdeposits, micro deposits, instant account verification, account-owner verification, or other methods. You authorize us and our service providers to initiate electronic transfers, reversals, corrections, returns, and related entries as necessary to process your external transfers and correct errors, subject to applicable law and rules.

Transfers Limits

We may establish limits on the dollar amount and number of transfers that you may make using the Service. These limits may vary based on the type of transaction, your account relationship, security considerations, or other factors. We may change these limits at any time without prior notice where permitted by applicable law. Current transfer limits are available within Digital Banking, by contacting us, or as otherwise communicated by us.

11. Bill Pay User Agreement

The Bill Pay service (Bill Pay) of iTHINK Financial Credit Union allows our members to schedule bill payments through the Service. You may use this bill pay service to direct iTHINK Financial to make payments from your designated eligible account to the person or entity you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the Digital Banking agreements, account agreements, disclosures and other documents governing your account.

Bill Pay service is available to digital banking users. Digital Banking users are generally personal and business account holders who only require easy online or mobile access to view balances, make transfers, pay bills, and more.

Accessing Bill Pay Service

The bill payment service can be accessed through iTHINK Financial Digital Banking at www.ithinkfi.org or through the iTHINK Financial digital banking application.

Fees

There is no monthly service fee for the Bill Pay service. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Credit Union to deduct the fee amount from your eligible account, along with any additional charges that may be incurred by you. Fees for these services will be disclosed in our Membership Fee Schedule, or within the Bill Pay service and prior to their use.

Additional optional service fees are subject to change at any time. Certain fees may be waived or reduced based upon your Membership REWARDS level. For more information, please refer to a REWARDS brochure or Fee Schedule, available upon request, or on our website at www.ithinkfi.org.

Eligible Payees

You are responsible for your bill pay management; including establishing a funding account for each payee, setting up payees, setting up bill presentment, and scheduling payments. Payments will be remitted (sent) on the date you schedule. A “payee” is the person or entity to which you wish a bill payment to be directed to. Eligible payees include persons or entities within the United States (including U.S. territories and APOs / FPOs). The Credit Union reserves the right to remove any payees that we determine to be ineligible for receiving payments through this service. You agree that any tax payments, court ordered payments such as child support, and government payments are discouraged, and you should not attempt to use this service for these types of payments. The Credit Union will not be liable for any claims or damages resulting from you scheduling payments to these types of payees through use of this Bill Pay service.

Payee information is the information that you provide for a bill payment to be made. By entering payee information (such as but not limited to payee name, address, account number), you authorize us to follow your payment instructions as provided. The Credit Union is not responsible for payments that cannot be made or are made to the incorrect party due to incomplete, incorrect, or outdated information. You may make utility payments to a local government. However, you may not pay any type of tax payment or tax obligation with this service. Nor may you make payments outside of the United States

Do not use Bill Pay to pay your iTHINK Financial real estate or consumer loan, or VISA credit card obligations, use the “Pay & Transfer” function within Digital Banking.

Bill Pay process

An eligible checking account is required to participate in the bill pay service. Savings or Money Market accounts are not eligible. Credit Union may change general limits at any time without notice unless otherwise required by applicable law. The Credit Union may also, at its discretion, modify or amend limits on a case-by-case, per member and per account basis. All transfer limits are subject to temporary reductions or restrictions to protect the security of member accounts and/or the transfer system.

You are able to schedule one-time or recurring payments through this service. The scheduled payments are either processed electronically, by card payment or by paper check, depending upon the ability of the payee to receive these payments. Payments delivered electronically will include your payment information, including your account number, and is sent via secure transmission.

Payments delivered by paper checks are mailed via the U.S. Postal Service.

- “Send on” is the day that the service begins the process of making the payment.
- “Delivery by” date is the day that the payment is expected or estimated to be received by the payee. Estimated delivery dates are estimates only. Neither the iTHINK Financial nor the processor guarantees postal delivery.

Cut Off Time

Bill Pay payments must be scheduled before 4:00 p.m. Eastern Time to be effective for that business day. Payments scheduled after 4:00 PM ET will be processed the Next Business Day. Payments cannot be changed or canceled after 4:00 PM ET; the payee must be contacted directly for any payment adjustments needed in these circumstances. Business Days do not include Saturdays, Sundays, or Federal holidays.

Cancelling a Payment

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date directly through the bill pay system. There is no fee for editing or canceling a payment that has not yet been processed. If you are unsuccessful in your attempt to edit or cancel a payment or if your attempt is after the cut-off time on the processing date, the payment will be made and you agree that you are responsible for the payment as originally authorized.

Stop Payments

After a payment has been remitted, but the check is still outstanding or not deposited by the payee, you may place a stop payment by notifying the Credit Union at 800.873.5100 or 561.982.4700. Stop Payments are not available on electronic payments. Stop Payments are available on check payments only. Fees for stop payments are applicable as outlined in your account agreement, Digital Banking Agreement, and the Schedule of Fees of the Credit Union.

Available Funds

You agree to have sufficient funds available in your account at the time you request a payment. If there are not sufficient funds in your eligible account to make the payment(s) you have authorized, we may (but we are not obligated to) advance the funds to make payment to the payee. You agree to pay us promptly for any amounts that we have provided to fund any payment you have requested. If the payment is canceled, you will need to make a new payment arrangement. Overdrafts and any fees associated with this activity are governed by your account agreement and the schedule of fees of the Credit Union. You further agree that we may charge a service fee for any returned payment, including, but not limited to, returns resulting from insufficient funds in your account, the fact that your account is closed, or because you provided incorrect account or routing information to us.

Our Right to Refuse to Make Payments

You agree not to use the Bill Pay Service to make payments to payees outside the United States (a “Prohibited Payment”) or that are a Specifically Designated National (SDN) or sanctioned country by the Office of Foreign Asset Control (OFAC). You further agree that the following payments should not be

processed through bill pay service, and if they are processed they are done at your own risk: (i) tax payments to the Internal Revenue Service or any state or other government agency, (ii) court-ordered payments, such as alimony or child support, criminal restitution, bankruptcy trustee payments, (iii) payments to insurance companies, (iv) escrow payments, or (v) securities purchases. In the event one of these payments are processed through Bill Pay services, you agree that we will not have any responsibility for any negative impact to you and you will be responsible for collecting any overpayment we have forwarded. We may refuse to make any payment that we believe to be prohibited by law. Payments that exceed the current loan balance or payoff amount may be rejected. This applies to both one-time and recurring payments. If a recurring payment is scheduled for an amount greater than the remaining loan balance, the final payment may be rejected rather than processed for a lesser amount. If you intend to pay your loan in full, please contact us to obtain the current payoff amount before submitting or scheduling your payment. We may also refuse to make any payment that we believe to be of higher risk, potential fraud, or from an account we decided to temporarily or permanently suspend from the service.

Joint Owners

You may establish your account to use the Bill Pay Service with another party. An account having more than one owner is called a joint account. Each joint owner is bound by all the terms and conditions of this Agreement, and all references to “you” and “your” in the Agreement shall include all joint owners. Each joint owner agrees to be jointly and individually responsible for all charges and other obligations of any and all joint owners under this Agreement. Unless we are otherwise notified, in writing, by all owners of an account, each joint owner has full and independent authority to use the Bill Pay service, the bill pay site, and the data as if they were the sole owner, and without the consent of or notice to any other joint owner.

Such powers include, without limitation, the authority to:

1. View all billing data and pay bills or other obligations of any joint owner;
2. Order the payment or transfer of funds from the funding account, whether or not such joint owner is an owner of the funding account;
3. Receive notices, confirmations, statements, demands and other communications concerning the Bill Pay Service for and on behalf of all owners;
4. Terminate, modify or waive any provision of this Agreement to the extent permitted herein;
5. Close the account at any time.

Service and Support

We have contracted with a non-affiliated third-party service provider, to offer this Bill Payment service. You understand that this service is not provided directly from the iTHINK Financial Credit Union.

Usage Limitations, Obligations and Availability

You agree to use Bill Pay Services and the Data only for lawful purposes. You are responsible for providing at your own expense all necessary telephone lines, Internet connection and equipment needed to access Bill Pay Services. Unless otherwise provided under these terms. The availability of Bill Pay Services, the Bill Pay Site and the Data may be subject to interruption and delay due to causes beyond our reasonable control.

Indemnity

You agree to defend, indemnify and hold us harmless from and against any third-party claims, including any damages, costs, expenses and attorneys' fees arising out of your use of the Bill Pay Services or the Data.

Term and Termination

You may terminate (cancel) this Agreement at any time providing written notice of termination, that we may require you to contact the Credit Union via telephone 800.873.5100 or 561.982.4700 to arrange for account closing and to confirm your identity.

iTHINK Financial has the right to terminate this agreement at any time. The Credit Union may remove your access to the bill payment service and/or optional services without prior notice if you:

- Discontinue use of the service with inactivity for a period of six (6) months or longer
- Violate any terms or conditions of this or any other agreements governing your relationship with the Credit Union
- Use the bill payment service for unauthorized, unlawful, and/or illegal purposes and activities
- Close your eligible account(s)
- Excessive insufficient funds activities per the Credit Union discretion

If iTHINK Financial terminates your use of the bill payment and/or optional service(s), your online bill payment information will no longer be available to you and all pending payments will be cancelled.

12. Digital Banking Mobile App Terms

Mobile Banking is part of Digital Banking and allows you to access eligible accounts and services using a mobile device, subject to the terms of this Agreement and the capabilities made available by iTHINK Financial.

You are solely responsible for the mobile device, software, internet connection, and wireless services used to access Mobile Banking. Wireless service providers and wireless carriers may assess fees, limitations, and/or restrictions that impact your use of Digital Banking Mobile App. You agree that you are responsible for all such fees, charges, limitations, and restrictions.

Biometric identification stored on your mobile device, such as Touch ID, Face ID, or Fingerprint, may be used to access your accounts through Digital Banking Mobile App. iTHINK Financial does not control the functionality of your biometric identification and does not have access to that biometric identification information. If you permit any other person to use your Digital Banking Username and Password or biometric identification, you authorize that person to access your accounts and are responsible for any transaction that person initiates or authorizes from your accounts, except as otherwise provided by applicable law.

13. Alerts, eMessenger, SMS/Text Messaging, Push Notifications, and Email Communications

eMessenger, eAlerts, eMessages, eNotices, and eStatements

By default, your registration for the Credit Union Digital Banking system denotes your further agreement to participate in the Credit Union eMessenger service by providing your consent and demonstrating your ability to receive electronic documents. By electing to receive eMessenger, eAlerts, eMessages, eNotices,

eStatements, and/or other electronic services through Digital Banking, you will no longer receive a paper copy of your personal or business account iTHINK Financial Credit Union Membership statement and/or credit card billing statement via mail through the United States Postal Service. Instead, you will receive the electronic equivalent of these documents, which you may print and/or save for your records. eMessenger, eAlerts, eMessages, eNotices, eStatements, and/or other electronic services delivery is not guaranteed. Alerts should never be relied upon as the sole means of detecting fraud. Members remain responsible for promptly reviewing statements.

We will continue to document and archive statements, tax notices, and other financial documents to ensure future availability under federally mandated retention requirements, whether produced electronically or in print. For tax purposes, you should always print and retain a copy of any IRS tax forms such as Form 1099-INT, and other important financial documents.

If you wish to restore your financial documents to paper format, follow the online instructions to cancel the eMessenger service. Certain fees may apply for the receipt of paper documents. Please refer to a current fee schedule or contact the Credit Union for further information.

Electronic Alerts

You may establish alerts to notify you when certain balance conditions are met, when transactions occur, when you have received messages from iTHINK Financial, or when eStatements are available. You may choose to receive alerts via email or mobile text. Your carrier standard text messaging rates may apply. To ensure delivery, data must be entered into the required format.

Email Address and Delivery

We will send your financial documents to you via email to the last known email address provided and verified by you. For your protection and security, we will not accept a change of email address via email, fax, U.S. mail, or telephone where the eMessenger procedures require changes through Digital Banking. The acceptable way to change your email address for eMessenger is by using the maintenance instructions within the Digital Banking eMessenger service.

If you fail to provide a valid email address, you agree that your failure is lack of ordinary care on your part. If we become aware that you are not receiving eMessenger emails, we may cancel your service and revert your financial document delivery back to paper format via U.S. Mail to your last known address on file with us.

Email and Secure Messaging

Although you may have email capabilities, normal internet email transmissions may not be secure. You agree to contact us electronically only through Support Messages within Digital Banking if your correspondence contains confidential information, such as an account number or Social Security number. You also agree to receive communications regarding your account electronically and will not attempt to circumvent receiving messages.

We may not immediately receive or review email or Support Messages, that you send. You must confirm urgent messages by completing a telephone call to us. We will have a reasonable opportunity to act on your email requests.

You cannot use email to report unauthorized use of Username and Password or biometric identification or to report an unauthorized transaction. See the Notices section regarding how to report these matters.

Calls, Texts, and Consent to Contact

By providing a telephone number for a landline or wireless cellular mobile telephone, you consent to receive calls, including autodialed and prerecorded messages and text messages, from the Credit Union or its non-affiliated third-party providers, such as its fraud prevention monitoring vendor. By providing an email address, you consent to receive emails from the Credit Union and its non-affiliated third-party providers regarding products and services.

SMS Short Codes

SMS Short Code	Description of Service
98667	Marketing SMS Messages for Members. The Credit Union will not send you SMS marketing materials unless you opt-in to this service.
42628	The Credit Union may send important information about your shares and loans to you using SMS communication. You may also receive one-time passwords to assist with verification and to ensure security of your membership when communicating with the Credit Union.
28640	iTHINK Digital Banking Alerts. Notifications related to transactions, including, but not limited to, account balance alerts or deposit confirmation alerts.

14. Fees and Charges

Many Digital Banking services are provided free of charge. However, check with your wireless carrier regarding charges for web-enabled services. You agree that by using this service you are responsible for all fees, charges, limitations, and/or restrictions that your wireless service providers and/or wireless carriers may assess. Future premium services may include separate fees.

Some account services requested through Digital Banking may require payment of a fee. Refer to the Membership or Business Account Fee Schedules available on our website at ithinkfi.org for a complete listing of fees. Fees will be charged to the account for which the service has been provided, unless otherwise stated. Fees and the services to which they apply are subject to change from time to time at iTHINK Financial discretion. iTHINK Financial reserves the right to charge for your use of Digital Banking, or to change fees for any transactions you make or services you use, after giving you any notice required by law or regulation.

Certain fees may apply for receipt of paper documents or returned eMessenger emails. Refer to the current fee schedule or contact the Credit Union for further information.

15. Consumer Liability for Unauthorized Electronic Fund Transfers and Error Resolution

Notify us IMMEDIATELY

You are responsible for all transactions you authorize using your Electronic Funds Transfer (EFT) services under this Agreement. If you permit someone else to use an EFT service, or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe access code has been lost or stolen, someone has accessed your account without authorization, or an electronic fund transfer has been made without your permission. Contacting us by telephone is the best way to limit your potential losses. You could lose all the money in your account, including funds available through any overdraft line of credit. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

For all other consumer, non-business, EFT transactions involving your access code, your liability for unauthorized transactions is determined as follows:

- If you notify us within two (2) business days after learning that your access code was lost or stolen, your liability will not exceed \$50.00 for unauthorized transactions made using your access code.
- If you do not notify us within two (2) business days, and we can establish that we could have prevented the unauthorized use had you notified us, your liability could be as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(800) 873-5100

or write to:

iTHINK Financial Credit Union
PO Box 5090
Boca Raton, FL 33431-0890
Fax: (561) 226-5415

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

16. Stop Payments, Preauthorized Transfers, and Payment Cancellation

Stop Payments on Checks

This section refers to your ability to stop payment on a check that you have written. Stop payments for an Automated Clearing House (ACH) transaction must be processed with a signed Stop Payment Order form and not via Digital Banking.

For a stop payment order to be effective, we must receive the request in time to give us a reasonable opportunity to act on it. To place a stop payment order via Digital Banking, the account number and check number are required. If you need assistance please contact us at 800.873.5100 or 561.982.4700. Unless your request is complete and accurate, we may be unable to identify the item subject to your request.

A stop payment order may be made and will be honored when made by the maker of the check or any other account owner who has withdrawal rights at least equal to the rights of the maker of the check. Stop payment orders placed using Digital Banking are considered written stop payment orders.

Written stop payment orders are effective for six months and may be renewed in writing for an additional six months. To renew a stop payment order, a new Stop payments may be requested through digital banking or by completing the stop payment order form located on our website. The forms can be emailed to serviceplus@ithinkfi.org, faxed to 561.982.4776 or mailed to iTHINK Financial, P.O Box 5090, Boca Raton FL, 334131-0890

You agree to hold iTHINK Financial harmless for the amount of the stop payment as well as for all expenses and costs, including attorney fees and charges from other financial institutions or companies, incurred by the Credit Union through refusing payment of the check on which a stop payment has been placed. You further agree to hold iTHINK Financial free of liability should payment be made contrary to this request if payment occurs through inadvertence or accident.

Canceling a Stop Payment

A stop payment order placed using Digital Banking may be canceled only by sending a notice using Message Center that includes the account number and check number, sending a letter including the account number and check number and other available check information by fax or mail, or visiting an iTHINK Financial branch. A stop payment order will be released only upon request from the account owner who authorized the stop payment to be placed.

ACH Stop Payments

Stop payments for ACH transactions must be processed with a signed Stop Payment Order form and cannot be made through Digital Banking.

17. Periodic Statements and Electronic Statements

iTHINK Financial will mail or deliver to you monthly account statements for your Credit Union accounts. The Credit Union will include any transfers or bill payments you authorize through Digital Banking on your statement.

You should promptly notify the Credit Union of any discrepancies, including any errors or inaccuracies related to data transmitted by any Digital Banking service. Unless provided otherwise by law, if you do not notify us of any errors within a reasonable period of time, not to exceed 14 days after we send or make available to you your statement and/or items, you cannot assert the unauthorized signature or alteration against us even if we are unable to show a loss due to your failure. If you do not notify us of the problem within 60 days of when we send or make available to you the statement and/or items, you forfeit any rights to assert a claim against us. You must report any other account problem within 60 days or lose your right to assert a claim against us. We encourage you to set up alerts to monitor your account activity.

In addition to monthly statements, iTHINK Financial will mail or deliver other important documents and tax forms, such as change-in-terms notices, certificate maturity notices, and IRS tax forms.

For eStatements and other eMessenger financial documents, the documents will be dated the day the eMessenger notice is sent to you by email. Any applicable time periods within which you must notify us of errors on your account statements begin on that email date, regardless of when you receive or open the eMessenger document.

18. Privacy, Confidentiality, and Disclosure to Third Parties

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

- As necessary to complete transfers;
- As necessary for activating additional services;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- In accordance with iTHINK Financial's Privacy Policy, which you can find on ithinkfi.org.
- We may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

Refer to our Privacy Notice and our Online Privacy Policy for details on your rights to confidentiality and opt-out choices for iTHINK Financial and its non-affiliated third-party service providers.

19. Third-Party Service Providers and Related Services

iTHINK Financial may use affiliates, service providers, contractors, vendors, and non-affiliated third-party providers in connection with Digital Banking, eMessenger, alerts, fraud prevention monitoring, credit score services, transaction processing, and other services. You agree that we may assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties.

By using Digital Banking, you may choose to authorize third-party financial applications, websites, or service providers ("third-party providers") to access information about your accounts or to initiate transactions on your behalf. Examples of these services include personal financial management tools, budgeting applications, account aggregation services, payment platforms, investment applications, accounting software, or other financial technology ("FinTech") services. These services may include providers such as Yodlee, Persona, Prisma, Ensenta, Biocatch, VISA DPS, Zendesk, CASAP, Nuuvia, Pinwheel, Payfinia, SavvyMoney, iPAY, Genesys, Vericast, Intuit (QuickBooks, Quicken) or other similar providers.

Your authorization allowing a third-party provider to access your account is solely between you and that third-party provider. The Credit Union does not control, endorse, sponsor, monitor, or assume responsibility for any third-party providers, its services, security practices, privacy policies, or the manner in which it collects, stores, uses, or shares your information.

Once you authorize a third-party provider to access your account information or initiate transactions, the Credit Union may rely on that authorization until you revoke it. Transactions or inquiries initiated by an authorized third-party provider may be treated as if they were initiated directly by you.

You acknowledge and agree that:

- You are solely responsible for selecting and authorizing any third-party provider.
- You should carefully review the provider's terms of service and privacy policy before granting access to your accounts.
- The Credit Union is not responsible for any loss, damage, unauthorized access, data breach, disclosure of information, service interruption, transaction error, or other issues arising from your use of any third-party providers.
- Your use of a third-party provider may result in your financial information being shared with entities that are not affiliated with the Credit Union and that may not be subject to the same privacy or security standards applicable to financial institutions.
- If you provide your Digital Banking credentials directly to a third-party provider, you assume the risks associated with doing so. Whenever possible, you should use secure authorization methods made available through the Credit Union or the third-party provider instead of sharing your username or password. The Credit Union may be unable to distinguish between member activity and provider activity.

You may revoke a third-party provider's access by using any available permission management tools offered through Digital Banking, by contacting the third-party provider directly, or by changing your Digital Banking credentials. Revoking access may not immediately terminate the third-party provider's ability to retain or use information previously obtained, and the Credit Union is not responsible for any information retained by the third-party provider after access has been revoked.

The Credit Union reserves the right, at its sole discretion and without prior notice when permitted by law, to limit, suspend, or terminate access by any third-party provider if necessary to protect the security of your account, comply with applicable laws or regulations, prevent fraud, reduce operational risk, or maintain the integrity of Digital Banking.

The Credit Union may support industry-standard data-sharing technologies, application programming interfaces (APIs), tokenized authentication, or other secure methods for authorizing access to account information. The availability of these technologies may change over time, and the Credit Union may modify the methods used to facilitate secure data sharing without prior notice.

Credit Score Service (SavvyMoney)

As a feature of your digital banking account, we will provide you with your credit score and report. This is a soft pull and will not affect your credit score.

You authorize our partner SavvyMoney, Inc. to continuously obtain your credit report and use the information to verify your identity, provide you with financial education, and invite you to apply for products and services made available by us.

[Click here](#) if you wish to decline enrollment in SavvyMoney services.

By clicking 'Yes, I Agree', you are accepting SavvyMoney's [Terms of Service](#) and [Privacy Policy](#) (unless you completed the decline enrollment instructions above). You may revoke this authorization at any time through your credit score profile settings.

20. Credit Union Liability for Failure to Complete Transfers

Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

We will not be liable for any of the following:

- If, through no fault of ours, you do not have enough available funds in your account to complete the transaction.
- If the account is subject to a pledge or security agreement or frozen because of a delinquent loan.
- If the transfer would cause you to exceed an applicable credit limit, account limitation, or transaction restriction.
- If the Digital Banking system, payment network, mobile service provider, internet service provider, telecommunications system, or other electronic system was not working properly and you knew about the problem when you initiated the transaction.
- If circumstances beyond our reasonable control prevent the transfer, despite reasonable precautions that we have taken. Examples include acts of God, natural disasters, power failures, internet outages, labor disputes, war, terrorism, governmental actions, network interruptions, equipment failures, or other events beyond our control.
- If interruptions or transmission failures caused by third parties.
- If your account is subject to legal process, a hold, restriction, pledge, security interest, court order, garnishment, levy, or other claim that restricts the transfer of funds.
- If the funds in your account are unavailable due to a hold, dispute, suspected fraud, investigation, or other restriction.
- Payments that exceed the current loan payoff amount may be rejected and returned. This applies to both one-time and recurring payments. If a recurring payment is scheduled for an amount greater than the remaining loan balance, the final payment may be rejected rather than processed for a lesser amount. If you intend to pay your loan in full, please contact us to obtain the current payoff amount before submitting or scheduling your payment.
- If you provide incorrect, incomplete, or inaccurate transfer instructions or account information.
- If you fail to properly follow the instructions for using Digital Banking.
- If we have reasonable grounds to believe that a transaction may be unauthorized, fraudulent, unlawful, or otherwise in violation of this Agreement.

- If any other exception stated in this Agreement or permitted by applicable law applies.

Except as otherwise required by applicable law, our liability for failure to complete a transfer shall be limited to your actual damage directly resulting from the failure. We shall not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, including loss of profits, loss of opportunity, or attorney's fees, unless such liability cannot be limited under applicable law.

21. Amendments; Changes to Services

We may, in our sole discretion, change Digital Banking services and the terms, including fees, set forth in this Agreement at any time. For example, we may add, delete, or amend terms or services, add or change fees, or change or limit the types of accounts accessible by Digital Banking. You will be notified of any such change as required by applicable law, either by mail or by Message Center. By continuing to use Digital Banking after a change becomes effective, you agree to the change.

State and federal laws, regulations, and clearinghouse rules that govern accounts and services may also change from time to time without notice unless notice is required by law.

22. Cancellation, Suspension, and Termination

You may cancel Digital Banking at any time. To cancel your Digital Banking Service, use Support Messages or send signed written notification with your unexpired valid ID to iTHINK Financial Credit Union, P.O. Box 5090, Boca Raton, FL 33431-0890. Termination will be effective after we have had a reasonable amount of time to act upon the request or written notice of termination, or a later date specified in that notice.

We reserve the right to terminate Digital Banking immediately and without notice:

1. In the event of improper use of the service;
2. In the event of a failure to comply with the security procedures; or
3. If all eligible accounts have been closed for ninety or more days.

We may terminate this Agreement with or without cause by attempting to provide advance written notice to you, although we are not obligated to do so. Termination will not affect iTHINK Financial rights and your obligations with respect to Digital Banking used by you, your payment obligations with respect to services performed by us, or any other obligations that survive termination. Termination of this Agreement will not affect or terminate agreements governing your accounts with iTHINK Financial.

23. Disclaimers, Limitation of Liability, Indemnification, and Release

Indemnification and Limitations on Credit Union Liability

iTHINK Financial will not be responsible for, and you expressly agree to indemnify, defend, and hold the Credit Union, its affiliates, service providers, contractors, directors, officers, employees, contractors, and agents harmless from every claim, damage, loss, delay, cost, including attorney fees, or liability that arises, directly or indirectly, in whole or in part, from:

1. Your actions or omissions, or those of third parties;
2. Your negligence or breach of any agreement with the Credit Union;
3. Lack of available funds in your account;
4. Any ambiguity, inaccuracy, or omission in any information provided to the Credit Union;
5. Any error, failure, or delay due to a breakdown in any computer or communications facility;
6. Accidents, strikes, labor disputes, civil unrest, fire, flood, water damage, war, emergency conditions, or other natural disasters;
7. Causes beyond the Credit Union's reasonable control;
8. Legal constraint;
9. The Credit Union inability to confirm the authority of any person to act on your behalf;
10. The Credit Union honoring or acting upon any instructions received in accordance with security procedures or otherwise in accordance with your instructions or this Agreement;
11. The Credit Union's failing or refusing to honor or act upon any instructions received that are not in accordance with security procedures, user guides, or Credit Union instructions;
12. Any warranty that the Credit Union is required or deemed to make to a third party in connection with your transactions; and
13. Your failure to comply with National Automated Clearing House Association (NACHA) rules or the rules of any clearinghouse or payment organization that processes transactions.

Limitation of Damages

Neither iTHINK Financial, nor its affiliates, service providers, contractors, directors, officers, employees, contractors, or agents shall be responsible under any circumstances for special, indirect, or consequential damages that you incur as a result of any actions or omissions, even if the Credit Union is aware of the possibility for such damages and regardless of the legal or equitable theory of liability asserted, including loss or damage from subsequent wrongful dishonor resulting from Credit Union acts or omissions pursuant to this Agreement.

Unless otherwise required by law, any claim, action, or proceeding by you to enforce the terms of this Agreement must be commenced within one year from the date that the event giving rise to the claim, action, or proceeding first occurs. These limitations apply to all causes of action, whether arising from breach of contract, tort, including negligence, or any other legal theory. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitation or exclusion may not apply to you.

Disclaimer of Warranty

DIGITAL BANKING SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND

OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

THE FOREGOING SHALL CONSTITUTE iTHINK FINANCIAL CREDIT UNION ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR SERVICE, EXCEPT AS OTHERWISE REQUIRED BY LAW.

24. Recording and Use of Communications

You and iTHINK Financial agree that all telephone conversations and data transmissions between you and the Credit Union or either of our agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means and for any lawful purpose. All recordings and discs, magnetic tapes, security reports, and related media and records used by the Credit Union for transactions contemplated by this Agreement remain the Credit Union property.

25. Governing Law, Waiver of Jury Trial, Severability, No Waiver, Assignment, and Survival

Governing Law

This Agreement shall be governed by the laws of the state in which the main office of iTHINK Financial that maintains your account is located and, where applicable, by federal law. Any issue relating to an account or service with the Credit Union shall be governed by the law specified in the agreement.

Waiver of Jury Trial

Where permitted by law, both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under this Agreement. iTHINK Financial's **BINDING ARBITRATION AND CLASS ACTION WAIVER** does apply and can be found in the [Membership Agreement and Disclosures](#).

Survival

The sections entitled Indemnification and Limitations on Credit Union Liability and Disclaimer of Warranty shall survive termination of this Agreement.

Severability

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

Assignment

You may not assign this Agreement to any other party. iTHINK Financial may assign this Agreement to any directly or indirectly affiliated company. The Credit Union may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver

iTHINK Financial shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Credit Union. No delay or omission by the Credit Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of rights or remedies on future occasions.

Captions

Captions are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

Entire Agreement and Benefit

This Agreement, including supplements found elsewhere in Digital Banking as amended from time to time, is the complete agreement between you and us with respect to the subject matter and supersedes any prior agreements, statements, negotiations, and understandings between you and us with respect to such subject matter. If performance of the services in accordance with this Agreement would result in violation of any present or future statute, regulation, or government policy to which iTHINK Financial is subject, this Agreement shall be deemed amended to the extent necessary to comply, and we shall incur no liability to you as a result of such violation or amendment.

This Agreement shall be binding upon and inure to the benefit of you and us and our respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against you or us under this Agreement. If there is a conflict between what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail.

Notices and Contact Information

Any notices to us, unless otherwise stated in this Agreement, must be in writing and shall be deemed to have been given or made on the date of delivery, in the case of hand delivery, or five business days after deposit in the U.S. mail, postage prepaid and addressed as required in this Agreement.

If you believe that any error has been made with respect to Digital Banking, dispute any transfer, payment, charge, or other entry involving Digital Banking, or believe any security problem exists, including the fact or possibility that any unauthorized person has access to your Username, Password, mobile device, or other security procedures or otherwise has access to Digital Banking, then you must promptly notify us by telephone by calling 561.982.4700 or 800.873.5100 and confirm such communication by written notice.

We shall not be deemed to have received notice until written notice has been given as provided in this Agreement, but telephonic notice may enable us to act to prevent or limit loss that may otherwise occur. Although you can transmit electronic mail directly to us using Message Center, no communication through that system or other electronic communication shall be deemed to constitute written notice to us of an error, dispute, or security problem, except as otherwise required by applicable law.

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

1. Support Messages: Use the feature in Digital Banking.
2. Telephone: 800.873.5100 or 561.982.4700.
3. Email: serviceplus@ithinkfi.org.

4. Fax: 561.226.5415.
5. Mail: iTHINK Financial, P.O. Box 5090, Boca Raton, FL 33431-0890.
6. In person: Visit any iTHINK Financial branch location.

26. Wire Transfer Services

Availability of Service

You may initiate eligible wire transfers subject to enrollment requirements, eligibility criteria, security procedures, transaction limits, processing schedules, applicable fees, and any additional requirements established by iTHINK Financial. Wire transfer services may be modified, suspended, or discontinued at any time without prior notice, except as required by applicable law.

Security Procedures

To protect your account and reduce the risk of fraud, all wire transfers initiated through Digital Banking are subject to the security procedures established by the Credit Union. These procedures may include, but are not limited to, multifactor authentication, one-time passcodes, device recognition, transaction monitoring, call-back verification, identity verification, security questions, or other authentication methods.

You agree that the Credit Union's security procedures are commercially reasonable and are designed to verify the authenticity of wire transfer requests rather than to detect errors in the content of a payment order. You agree to comply with all security procedures established by the Credit Union.

If the Credit Union accepts and processes a wire transfer request in good faith and in compliance with the agreed-upon security procedures, the wire transfer will be treated as authorized by you, whether or not you actually authorized the transaction, to the fullest extent permitted by applicable law.

The Credit Union reserves the right, but assumes no obligation, to utilize additional verification procedures before accepting or executing any wire transfer request.

Accuracy of Instructions

You are solely responsible for ensuring that all payment instructions are complete, accurate, and legible, including the beneficiary's name, account number, routing information, financial institution, SWIFT/BIC code (if applicable), amount, and any other required information.

You acknowledge that the Credit Union, intermediary financial institutions, and receiving financial institutions may rely exclusively on the account number, routing number, or other identifying information provided, even if such information identifies a person or account different from the beneficiary name provided.

The Credit Union has no duty to detect inconsistencies between the beneficiary's name and account number or other identifying information and shall not be liable for losses resulting from inaccurate, incomplete, inconsistent, or erroneous payment instructions provided by you.

Acceptance of Payment Orders

Submission of a wire transfer request does not obligate the Credit Union to execute the request. A payment order is considered accepted only when the Credit Union affirmatively accepts and executes the wire transfer.

The Credit Union may reject, delay, suspend, cancel, or refuse any payment order, with or without prior notice, including but not limited to the following circumstances:

- Insufficient available funds.
- Security or fraud concerns.
- Failure to satisfy authentication or security procedures.
- Incomplete, inaccurate, or inconsistent instructions.
- System maintenance or technical failures.
- Suspected unauthorized activity.
- Compliance with applicable laws, regulations, court orders, or governmental requests.
- Sanctions screening or anti-money laundering requirements.
- Any other circumstance in which the Credit Union reasonably believes rejection or delay is necessary to protect you, the Credit Union, or another party.

The Credit Union shall not be liable for any damages resulting from a delay or refusal to execute a payment order under these circumstances.

Processing and Cutoff Times

Wire transfers are processed only on Business Days and are subject to the Credit Union's established cutoff times. Payment orders received after the applicable cutoff time, or on weekends or federal holidays, may be treated as received on the next Business Day.

Processing may be delayed due to security reviews, fraud investigations, sanctions screening, operational issues, intermediary financial institutions, receiving financial institutions, or circumstances beyond the Credit Union's reasonable control.

Execution of a wire transfer by the Credit Union does not guarantee the time of receipt or availability of funds at the receiving financial institution.

Funds Availability and Fees

You authorize the Credit Union to debit the account designated in your payment order for the amount of the wire transfer together with all applicable fees, taxes, and charges.

Sufficient collected and available funds must be on deposit before a payment order will be accepted. The Credit Union may refuse to execute any wire transfer if sufficient available funds are not present.

Transaction Limits

The Credit Union may establish daily, per-transaction, monthly, recipient, or other limits applicable to wire transfers. Such limits may vary based upon account type, member relationship, transaction history, risk profile, or other factors determined by the Credit Union.

The Credit Union may change or waive such limits at any time without prior notice, unless otherwise required by law.

Cancellation or Amendment

Once a payment order has been submitted, it may not be cancelled, amended, or recalled.

The Credit Union may, but is under no obligation to, attempt to cancel, amend, or recover a wire transfer at your request. Any recovery depends entirely upon the cooperation of intermediary and receiving financial institutions and the availability of the transferred funds.

The Credit Union does not guarantee that any cancellation, amendment, or recall request will be successful.

International Wires

International wires can not be initiated in Digital Banking. To send an international wire contact the credit union or visit a branch.

Unauthorized or Erroneous Transfers

You agree to review your account activity promptly and notify the Credit Union immediately upon discovering any unauthorized, fraudulent, or erroneous wire transfer.

Failure to promptly notify the Credit Union may impair your ability to recover funds and may affect your rights under applicable law.

Limitation of Liability

Except as otherwise required by applicable law, the Credit Union shall not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating to any wire transfer, including lost profits, lost business opportunities, or loss of goodwill, even if advised of the possibility of such damages.

The Credit Union shall not be liable for delays or failures caused by events beyond its reasonable control, including acts of God, power failures, internet or telecommunications interruptions, cyberattacks, labor disputes, governmental actions, sanctions programs, intermediary financial institutions, receiving financial institutions, payment system failures, or other force majeure events.

Indemnification

You agree to indemnify, defend, and hold harmless the Credit Union and its directors, officers, employees, agents, and service providers from and against any loss, liability, claim, damage, cost, or expense (including reasonable attorneys' fees) arising from or relating to your wire transfer instructions, your failure to comply with this Agreement, inaccurate payment instructions, or your negligent, fraudulent, or unauthorized use of Digital Banking, except to the extent caused by the Credit Union's gross negligence or willful misconduct.

Governing Law

Wire transfers initiated through Digital Banking shall be governed by applicable federal law and, to the extent not preempted, the laws of the state governing your account. To the extent applicable, wire transfers shall also be governed by Article 4A of the Uniform Commercial Code, including any applicable funds transfer rules and operating circulars governing the payment system used to execute the transfer.

Consumer remittance transfers are subject to applicable federal consumer protection laws and the additional disclosures provided at the time of the transaction.

27. eDeposit User Agreement Terms and Conditions

Eligibility and Statement of Application Member hereby applies for eDeposits (hereafter referred to as “the Service”). Use of the Service constitutes acceptance of these Terms and Conditions. In order to remain eligible for the Service, Member must adhere to the requirements of the Terms and Conditions. From time to time, the Credit Union may announce additional features and/or system changes as they become available through the Service.

As used in this eDeposit User Agreement, the term:

- “Business Day” means any day which the Credit Union is open to conduct substantially all of its services, but does not include Saturday, Sunday or Federal holidays. “Calendar Day” means all days in a month, including weekends and holidays.
- “Cut Off Time” means that the check(s) that you have submitted through the eDeposit on regularly scheduled business days Monday through Friday by 3:00 PM ET will be processed by the Credit Union the same business day. eDeposits made on regularly scheduled business days after 3:00 PM ET, or on Saturdays, Sundays or Federal holidays, will be processed by the Credit Union on the next business day.
- “Electronic Check Image” means a legible, true and accurate reproduction of the front and back of the check that you have scanned and transmitted to the Credit Union unaltered as part of your eDeposit remote capture deposit transaction. Your checks are analyzed for meeting specific regulatory requirements, which may not be recognizable in your scanned image. For a successful transaction, you must confirm that the following things are present: Current or recent date; written dollar amount; payable to name; signature of payer; Magnetic Ink Character Recognition (MICR) information to include the routing number, account number, and check number; and your signatory endorsement. The quality of the image plays an essential part in whether or not your Electronic Check Image will be accepted. e. “Infraction” means inappropriate usage of the Service that results in an account adjustment (e.g., correction, reversal) and/or delays the Credit Union’s ability to process the deposit. Members who incur three (3) infractions will be restricted from further use of the Service.
- “Maximum Advance Amount” means the amount of funds for which the Credit Union will provide immediate provisional credit (Advance) from all Outstanding eDeposits, which will be available for your immediate use until deposits are processed at the Credit Union.
- “Notifications” means that when possible, the Credit Union will contact you via email about information on the eDeposit service. At its discretion, the Credit Union may also contact you via mail or telephone. Your failure to maintain an accurate email address, may result in the immediate termination of your eDeposit service without prior notice to you.
- “Retention Period” means that you agree to securely retain the originals of the checks that you have scanned and transmitted to the Credit Union as electronic check images via eDeposit for a period of no less than ninety (90) days. After each item has been processed through the Service, you will mark the original check as “Transmitted,” to ensure that the item is not duplicated or negotiated in any manner. After the retention period has expired, you agree to destroy the original checks using commercially reasonable security methods.

- “Security Interest” means that all present and future deposits into your accounts will secure any and all obligations that you and any joint owners owe the Credit Union, including all fees, charges and reasonable attorney fees, as well as all loan and credit card debt that you and any coborrowers may have with the Credit Union. Monies owed prior to death will continue to encumber your shares, deposits and collateral, in case of default after death, superseding the rights of any joint owners or beneficiaries. The Credit Union may report information about your account to credit bureaus and financial record reporting agencies, regarding negative balances, insufficient transactions, or other defaults and activities on your account that may be reflected in your credit report and financial records.

Access to the Service will be by means of your Digital Banking credentials. Credit Union’s Electronic Fund Transfer (EFT) Disclosure governs use of Digital Banking and is incorporated herein by this reference as if set forth in full. In the event any provision in the EFT Disclosure conflicts with any provision in this Agreement, the parties agree that this Agreement shall control. For details on the Credit Union’s “Electronic Fund Transfer (EFT) Disclosure,” please refer to the Credit Union’s Membership Disclosure.

About eDeposits The Service allows you to log into Digital Banking App and post certain check deposits for immediate provisional credit (Advance) using the “eDeposits” tab. The Maximum Advance Amount at any one time is \$5,000.00 for personal accounts. The Credit Union reserves the right to remove or decrease this amount at any time without prior notice to you. Generally, the Credit Union will give same day availability on the funds you deposit up to the Maximum Advance Amount specified above, however, we may hold any funds deposited in your account up to the Outstanding eDeposit Amount in accordance with the Credit Union’s Funds Availability Policy once the deposit is processed at the Credit Union. For more information, refer to the “Your Ability To Withdraw Funds” section of the Credit Union’s Membership Disclosure.

To use this Service, you must adhere to the following:

- Have a Credit Union Membership account in good standing (good standing to be determined by the Credit Union in its sole and absolute discretion).
- Be at least 18 years old, and have a qualifying Membership, and a savings, checking or money market personal account.
- Be registered to use Digital Banking.
- Maintain a valid email address, and immediately notify the Credit Union of any changes to account ownership, email, residential or mailing addresses, and telephone numbers.
- Properly endorse all checks. All parties must endorse all checks, and be primary Members or joint owners of the account(s). Third party checks will not be accepted.
- Write your Member Number, Account Number and “For Remote Deposit Only” under your endorsing signature on the back of each check.
- Ensure that all check information (check number, date, amount, etc.) matches the information on the check and the eDeposit Receipt exactly.
- Comply with these Terms and Conditions and all other requirements of the Credit Union, including any addendums or revisions that the Credit Union may deem necessary from time to time.

A fee will be assessed for adjustments made to your account in connection with the Service, and there may be other fees applicable to your use of the Service. Refer to the Credit Union’s Membership Fee Schedule for details.

Unacceptable Use The following information is disclosed to define some but not all instances of unacceptable use. Your failure to abide by this agreement may result, at the Credit Union's discretion, in the immediate revocation or restriction of the Service without notice to you.

DO NOT:

- Use the Service to deposit cash, bonds, or other prohibited items.
- Use the Service to deposit altered, incomplete or restricted endorsement checks.
- Use the Service to deposit checks that you anticipate receiving in the future. Each transaction must contain a corresponding original check at the time the item is entered into the eDeposit system.
- Use the Service for "Kiting," "Floating," or any other acts of fraud or illegal activities. These actions will be considered "Account Abuse," and will result in the immediate termination of the Service, and possible criminal prosecution.
- Use the Service for deposits to business, certificate, health savings, or individual retirement accounts.
- Use the Service for deposits to credit card, loan or mortgage accounts. Checks must be deposited to savings, checking or money market accounts. Available funds may then be transferred to make your loan payments using the Digital Banking "Funds Transfers" option.
- Use the Service to deposit checks drawn off from your own Credit Union account.
- Create or transmit duplicate checks or check images, or negotiate the original of any deposited item.

Failure to comply with these Terms and Conditions may result in a fee being assessed to your account, and you no longer being eligible to use the Service.

28. AI Chat Assistant

Using Our AI Chat Assistant

As part of our Digital Banking, iTHINK Financial Credit Union ("Credit Union," "we," "our," or "us") may offer an Artificial Intelligence ("AI") Chat Assistant to help answer questions, explain products and services, provide general information, and assist you in using our Digital Banking.

While we work to make the AI Chat Assistant helpful and accurate, it uses technology that can make mistakes. The AI Chat Assistant may occasionally provide incomplete, inaccurate, or outdated information or misunderstand your question. Please verify important information before relying on it.

Not Professional Advice

The AI Chat Assistant is provided for general informational purposes only. It does not provide legal, tax, accounting, investment, financial planning, or other professional advice. If you need advice about your specific situation, you should consult a qualified professional.

Protecting Your Accounts

The AI Chat Assistant may answer general questions without confirming your identity. However, if your request involves your account or requires us to take action, we may ask you to sign in, complete additional identity verification, or speak with a Credit Union representative.

For your protection, the AI Chat Assistant cannot bypass our security procedures or authentication requirements.

Requests About Your Account

Some requests cannot be completed through the AI Chat Assistant alone. Requests such as transfers, wire transfers, address changes, disputes, fraud claims, stop payments, beneficiary changes, loan servicing requests, or other account maintenance may require review or assistance from a Credit Union employee.

Submitting a request through the AI Chat Assistant does not mean the request has been completed. A transaction or request is not considered accepted or processed until you receive confirmation from the Credit Union through Digital Banking or another authorized communication.

When a Credit Union Representative May Help

If the AI Chat Assistant cannot answer your question, if additional verification is needed, or if your request requires human review, you may be connected with or referred to a Credit Union employee. In some situations, applicable law, regulation, or Credit Union policy requires that a team member handle your request.

Conversations and Transcripts

To help us provide service, improve the AI Chat Assistant, protect against fraud, maintain security, comply with legal and regulatory requirements, resolve disputes, and improve your experience, conversations with the AI Chat Assistant may be monitored, recorded, stored, and reviewed by the Credit Union and our service providers.

Conversation transcripts may become part of our business records and may be retained in accordance with our record retention policies and applicable law.

Your Privacy

Information you provide to the AI Chat Assistant is handled in accordance with our Privacy Notice, Online Privacy Policy and applicable law. Please avoid sharing information that is not necessary to help answer your question.

Availability

The AI Chat Assistant may not always be available. We may update, change, limit, suspend, or discontinue the AI Chat Assistant or any of its features at any time without prior notice.

Your Responsibility

You are responsible for protecting your usernames, passwords, one-time passcodes, and other security credentials. Never share them with anyone, including the AI Chat Assistant, unless you are using an authenticated feature within our Digital Banking that specifically requests the information as part of a secure process.

Always review account information and transaction details carefully. If you believe the AI Chat Assistant provided incorrect information or if you suspect unauthorized activity on your account, please contact us immediately using one of our official service channels.

Changes to the AI Chat Assistant

As AI technology continues to evolve, we may add, remove, or change features and capabilities of the AI Chat Assistant from time to time. Your continued use of the AI Chat Assistant after any changes become effective constitutes your acceptance of the updated service.

29. Instant Pay

If made available by iTHINK Financial Credit Union, you may use the Instant Pay service through Digital Banking to send eligible payments to participating financial institutions. Instant Pay payments are processed through a Instant Pay payment network and are intended to be completed within seconds; however, processing times may vary based on network availability, the receiving financial institution, or other factors beyond our control.

Use of the Instant Pay service is subject to this Agreement and any additional terms we may provide.

Authorization

By initiating an Instant Pay payment, you authorize the Credit Union to debit your designated account for the amount of the payment, together with any applicable fees, and to transmit the payment through the Instant Pay network.

You are responsible for ensuring that all payment information, including the recipient's name, account information, alias, phone number, email address, or other payment credentials, is accurate before submitting a payment.

Irrevocable Payments

Because Instant Pay payments are processed in real time, they are generally **final and irrevocable** once you authorize and submit the payment. In most cases, an Instant Pay payment cannot be canceled, stopped, reversed, or recalled after it has been transmitted.

If you send a payment to the wrong person, for the wrong amount, or as the result of a scam or fraud, recovery of the funds may not be possible. The Credit Union is under no obligation to recover or reimburse funds once an Instant Pay payment has been completed, unless otherwise required by applicable law.

Verify Before You Send

You should carefully verify the identity of the person or business you are paying before submitting an Instant Pay payment. Do not send Instant Pay payments to anyone you do not know or trust.

The Credit Union may display the recipient information you provide but does not independently verify that the recipient is the intended person or that the account belongs to the person you expect to receive the payment.

Confirmation of Payee

The Instant Pay network may not verify that the name of the person or business you enter matches the account or payment credentials of the intended recipient. Unless we specifically advise otherwise, you should not assume that a payment request, recipient name, email address, mobile phone number, account number, or other payment information has been independently verified by the Credit Union or the receiving financial institution.

You are responsible for confirming that the recipient information is correct before submitting an Instant Pay payment. The Credit Union is not responsible for payments sent to an unintended recipient due to incorrect, incomplete, outdated, or fraudulent payment information that you provide or authorize.

Fraud and Scam Warnings

Fraudsters frequently use urgent requests, impersonation, fake invoices, online marketplace scams, romance scams, investment opportunities, and other deceptive tactics to convince consumers to send immediate payments.

Before sending an Instant Pay payment, take time to confirm that the request is legitimate. If someone pressures you to send money immediately, asks you to keep the payment secret, or claims payment must be made through an Instant Pay payment service, you should independently verify the request before proceeding.

You are responsible for payments you authorize, even if you later discover that you were the victim of a scam or fraud, unless otherwise required by applicable law.

Security Reviews

For your protection and to help prevent fraud, the Credit Union may delay, reject, refuse, suspend, limit, or cancel an Instant Pay payment or your access to the Instant Pay service if we believe the transaction presents fraud, security, legal, compliance, operational, or other risks.

We may also request additional information or identity verification before processing certain payments.

Transaction Limits

We may establish daily, per-transaction, monthly, or other limits on Instant Pay payments. These limits may change at any time without prior notice based on account history, fraud prevention measures, operational needs, or other factors.

The availability of the Instant Pay service may also depend on whether the receiving financial institution participates in the Instant Pay network.

Availability

The Instant Pay service may not be available at all times. Payments may be delayed or unavailable due to maintenance, network interruptions, system outages, fraud prevention measures, or other circumstances beyond our control.

We do not guarantee uninterrupted availability of the Instant Pay service.

Errors and Unauthorized Activity

If you believe an Instant Pay payment was sent without your authorization, or if you believe your Digital Banking credentials have been compromised, you must notify the Credit Union immediately using one of our authorized contact methods.

Fees

Applicable fees for Instant Pay payments, if any, will be disclosed in our Fee Schedule or at the time the transaction is initiated.

Changes to the Service

The Credit Union may modify, suspend, discontinue, or impose additional conditions on the Instant Pay service at any time without prior notice, except where notice is required by applicable law.

Compliance and Sanctions Screening

To comply with applicable laws and regulations, including anti-money laundering, anti-terrorism financing, sanctions, and fraud prevention requirements, the Credit Union may review, monitor, delay, reject, suspend, cancel, or report any Instant Pay payment or related activity.

We may request additional information or documentation before processing a payment, and we may decline to process any transaction that we believe may violate applicable law, present an unacceptable risk, or otherwise conflict with our policies or the requirements of the Instant Pay network. We are not liable for delays or the non-processing of a payment resulting from these reviews or compliance obligations.

Fraud Prevention and Account Restrictions

Protecting our members from fraud is a priority. To help safeguard your accounts and the Instant Pay service, the Credit Union may use automated systems and manual reviews to monitor payment activity for unusual, suspicious, or potentially fraudulent transactions.

If we suspect fraud, unauthorized activity, a scam, account compromise, security concerns, or any activity that could expose you or the Credit Union to loss, we may, without prior notice and to the extent permitted by law:

- Delay, decline, or cancel an Instant Pay payment;
- Require additional identity verification or information before processing a payment;
- Temporarily suspend or restrict your ability to use the Instant Pay service or other Digital Banking;
- Reduce or modify transaction limits;
- Block access to your Digital Banking account until we are able to verify the activity; or
- Take any other action we reasonably believe is necessary to protect you, the Credit Union, our members, or the Instant Pay network.

These actions are intended to protect all parties and do not create any obligation for the Credit Union to detect, prevent, or recover every fraudulent or unauthorized transaction. You remain responsible for reviewing your account activity and promptly notifying us if you believe your account has been compromised or if you identify unauthorized activity.

Authorized Payments and Scam Awareness

You are responsible for all Instant Pay payments that you authorize, even if you later determine that the recipient misrepresented themselves, failed to deliver goods or services, or persuaded you to send the payment through fraud, deception, or other false pretenses, unless applicable law requires otherwise.

Because Instant Pay payments are processed quickly and generally cannot be canceled or reversed once submitted, you should take time to verify the identity of the recipient and the legitimacy of the payment before authorizing the transaction.

The Credit Union cannot guarantee that a payment request is legitimate or that the person or business requesting payment is who they claim to be. A payment request, invoice, QR code, email, text message, telephone call, or other communication directing you to send an Instant Pay payment should not be considered proof that the request is valid.

Scammers frequently impersonate financial institutions, government agencies, law enforcement, utility companies, employers, family members, online marketplaces, charities, technical support providers, and other trusted organizations. They often create a false sense of urgency or instruct consumers not to discuss the payment with others.

The Credit Union will **never** ask you to send yourself money, transfer funds to a "safe" or "secure" account, or send an Instant Pay payment to prevent fraud, protect your account, reverse a transaction, or verify your identity. If you receive a request of this nature claiming to be from the Credit Union, you should not complete the payment and should contact us immediately using a verified telephone number or other official communication channel.

If you believe you have authorized an Instant Pay payment because of fraud or a scam, notify the Credit Union immediately. While we may attempt to assist you, we cannot guarantee that funds can be recovered once an Instant Pay payment has been processed, and we are not responsible for losses resulting from payments that you authorized, except as otherwise required by applicable law.

We encourage you to remain vigilant when sending instant payments and to contact us before authorizing a payment if you have any doubt about its legitimacy.