Cornerstone Community Federal Credit Union
Bank. Borrow. Experience Freedom.

DIGITAL BANKING SERVICES AGREEMENT

Online Banking, Mobile Banking, Bill Pay, Person-to-Person (P2P), and Account-to-Account (A2A) Transfers

Effective Date	**October 27, 2026**
Member Notice	**Please retain this Agreement for your records.**

1. Introduction and Acceptance

This Digital Banking Services Agreement (the "Agreement") is between Cornerstone Community Federal Credit Union, a federal credit union ("Credit Union," "we," "us," or "our"), and each member or other authorized user who enrolls in or uses any covered Digital Service ("you" or "your").

"Digital Services" means the electronic and remote services that the Credit Union makes available from time to time, including online banking, mobile banking, electronic statements, alerts, account aggregation, transfers, bill payment, mobile deposit, remote check capture, person-to-person payment services, card-management functions, and other services identified in the applicable Service Schedule or enrollment flow.

This Digital Banking Services Agreement ("Agreement") governs your use of our online banking, mobile banking, Bill Pay, Person-to-Person ("P2P") transfer services, Account-to-Account ("A2A") transfer services, alerts, and any related digital services we make available through our website, mobile application, or other approved electronic channels.

By enrolling in, accessing, or using any of the Services, you agree to be bound by:

- this Agreement;
- our Membership and Account Agreement and Disclosures;
- our Funds Availability Policy;
- our Electronic Funds Transfer disclosures;
- our Privacy Policy;
- our Fee Schedule; and
- any additional disclosures, terms, instructions, or service-specific rules that we provide to you from time to time.

If you do not agree, do not enroll in or use the applicable Digital Service.

This Agreement does not replace the deposit or share account agreement, funds-availability disclosure, fee schedule, cardholder agreement, privacy notice, loan agreement, or other agreement governing a particular account or product. If there is a conflict, the more specific agreement or disclosure controls for the service or transaction at issue, subject to applicable law.

If there is a conflict between this Agreement and any service-specific disclosure, the more specific disclosure will control for that service.

2. Service Description

Subject to availability, enrollment requirements, and applicable law, the Credit Union may offer the services identified below. The Credit Union may not offer every service to every member or account and may add, remove, modify, restrict, or discontinue a feature as permitted by law and applicable agreements.

Our Digital Banking Services may include, as available from time to time:

- account inquiry and transaction history;
- internal transfers between eligible accounts;
- external transfers to or from eligible accounts at other U.S. financial institutions (A2A);
- Bill Pay services;
- P2P payments;
- mobile features such as alerts, account management tools, secure messages, mobile deposit and authentication features;
- other services we may add in the future.

Some features may not be available for all account types, all users, or all access channels.

Text and Mobile Alerts. If you enroll in text, SMS, or push alerts, you consent to receive autodialed or pre-recorded telephone calls and text messages from us or our Service Providers at the mobile number you provide, for purposes of administering the Services. Message and data rates may apply, and message frequency varies. You may opt out of text alerts at any time by replying STOP, or request assistance by replying HELP. Alerts are provided for your convenience only and are not a substitute for regularly reviewing your account statements and transaction history, and delivery of an alert is not guaranteed.

3. Definitions

For purposes of this Agreement:

Access Device means any computer, smartphone, tablet, wearable, or other approved device used to access the Services.

A2A Transfer means an electronic transfer between your eligible account with us and an eligible account you own or control at another financial institution, or between eligible external accounts you have properly enrolled and verified.

Business Day means Monday through Friday, excluding Federal Reserve holidays. This definition governs for purposes of this Agreement, including cut-off times and processing under this Agreement; where our Funds

Availability Policy or other disclosures define Business Day differently for a specific purpose, that definition controls for that purpose.

Bill Pay means the service that allows you to send payments to eligible merchants, companies, service providers, or other persons or entities you designate as a payee.

Credentials means your username, password, passcode, security questions, one-time passcodes, device registration, biometric credentials, or any other authentication method we require.

Deliver By Date means the date by which a bill payment is expected to be delivered to the payee, as displayed in the Service.

External Account means an account at another U.S. financial institution that you own or are authorized to use and that has been successfully enrolled, authenticated, and approved for transfer activity.

Payee means the person or entity to whom you direct a bill payment.

P2P Transfer means a transfer of funds you send to another person using information such as an email address, mobile number, debit card information, or other recipient identifier supported by the Service.

Scheduled Transfer means any transfer or payment you authorize for a future date or recurring schedule.

Service Provider means any third party we use to provide, support, process, or enhance the Services, including without limitation digital banking and payment providers.

4. Enrollment

- You must be an eligible member or otherwise authorized by the Credit Union to use the Digital Services applicable to you;
- You must provide accurate, current contact information and promptly update information need to administer or secure the Services, including, but not limited to email address and mobile number if required;
- You must access the Services through compatible hardware and software;
- You may not use the Services for any unlawful purposes or in a manner that violates another person's rights applicable law, of the Credit Union's policies, including this Agreement;
- The Credit Union may require identity verification, multi-factor authentication, device registration, security questions, passcodes, or other authentication controls; and
- Certain Services may have additional eligibility, account, balance, transaction, geographic, or risk-based requirements.

We may deny, limit, suspend, or terminate enrollment or access at any time, with or without prior notice where allowed by law, for security, fraud prevention, operational, legal, or business reasons.

5. Electronic Consent / E-Sign

By enrolling in or using the Services, you:

- agree to conduct transactions electronically;
- agree that disclosures, notices, agreements, amendments, alerts, and other communications may be provided electronically through the Service, by email, text message, secure message, in-app notification, or other electronic means permitted by law;
- agree that your electronic acceptance, consent, or signature has the same legal effect as if you signed a paper document; and
- agree that you may request a paper copy of any electronic disclosure or communication we provide under this Agreement by contacting us as described in the Contact Information section, and that a fee may apply as disclosed in our Fee Schedule.

You must have the hardware, software, internet access, and ability to receive and retain electronic records necessary to use the Services. You may withdraw electronic consent by contacting us, but withdrawal of consent may result in termination of one or more Services.

6. Equipment and System Requirements

You are responsible for:

- obtaining, installing, maintaining, and operating your Access Device, operating system, browser, applications, internet service, and security software;
- ensuring that your device is updated and secure;
- protecting your device against viruses, malware, interception, and unauthorized access.

We are not responsible for failures, delays, or errors caused by your devices, software, telecommunications providers, internet service providers, or other third parties outside our control.

7. Security and Your Responsibilities

You are responsible for maintaining the confidentiality of your username, password, PIN, one-time codes, security questions, authentication devices, and other credentials used to access the Digital Services (“Security Credentials”). You must not share Security Credentials with another person, including a family member, unless the Credit Union expressly provides an authorized-user function for that purpose.

You must notify the Credit Union promptly when you know or suspect that a Security Credential has been lost, stolen, compromised, disclosed without authorization, or used by an unauthorized person. You should also promptly notify the Credit Union if a device used to access the Digital Services is lost or stolen.

The Credit Union may block, suspend, or require re-authentication for access that appears unauthorized, fraudulent, compromised, or inconsistent with the account or Digital Service. The Credit Union may also require you to change Security Credentials or complete additional verification.

CCFCU will never contact you for your username, password or security code. Anyone doing so is not from CCFCU and they are scamming you. You agree to protect your Credentials and Access Devices at all times. You must:

- keep your username, password, passcodes, and security information confidential;
- not allow another person to use your Credentials unless authorized by us for a business or delegated user feature;
- use reasonable care to prevent unauthorized access;
- promptly notify us if you believe your Credentials, device, account, or Service access has been lost, stolen, compromised, or used without authorization;
- review your transaction history and statements promptly.

You are responsible for all transactions made using your Credentials or device unless otherwise limited by applicable law.

We may require multi-factor authentication, device registration, out-of-band verification, challenge questions, or other security controls before permitting access or processing transactions.

8. Available Transactions and Limits

We may establish dollar limits, frequency limits, daily limits, aggregate limits, payee limits, recipient limits, category restrictions, or channel-specific limits for any Service. Limits may vary by:

- account type,
- account history,
- transaction type,
- risk profile,
- channel,
- user role,
- available balance,
- fraud monitoring results,
- or other factors determined by us.

The current transaction limits and processing cut-off times applicable to each Digital Banking Service are set forth in Electronic Funds Transfer Disclosure, Digital Banking Limits and Cut-Off Times Schedule, and any applicable supplemental disclosures. Limits and cut-off times may vary by service, transaction type, account type, channel, member relationship, risk profile, or other factors. We may change limits or cut-off times from time to time, subject to any notice required by applicable law.

9. Fees

Fees for the Services, if any, are disclosed in our Fee Schedule, in the Service interface, or in supplemental disclosures. By using a Service, you authorize us to charge applicable fees and to deduct them from your designated account. Your wireless carrier, internet provider, or other third parties may impose additional fees.

Transactions initiated through Bill Pay, P2P, or A2A may result in an insufficient funds or overdraft fee under our Fee Schedule if your designated account does not have sufficient available funds at that time a transaction is processed. Our overdraft and courtesy pay programs, if any, apply to these transactions in the same manner as other electronic fund transfers, as described in your Membership and Account Agreement and associated disclosures.

10. Posting, Processing, and Available Funds

Transactions initiated through the Services are subject to:

- cut-off times;
- Business Day processing;
- account verification;
- available balance and collected funds;
- fraud and risk review;
- applicable payment network rules;
- ACH, card network, or other rail requirements;
- and any legal, regulatory, or operational restrictions.

Transactions submitted after an applicable cut-off time, or on a non-Business Day, may be treated as received on the next Business Day. Current cut-off times for each Service are set forth in the Electronic Funds Transfer Disclosure and Digital Banking Limits and Cut-Off Times Schedule reference in Section 8.

A transaction initiated through the Services may not post to your account on the same date it is initiated. Future-dated or recurring transactions may be processed on the scheduled date or the next Business Day if the scheduled date falls on a non-Business Day.

We may delay, reject, decline, cancel, or reverse a transaction if we believe the transaction is unauthorized, suspicious, prohibited, erroneous, exceeds limits, lacks available funds, violates this Agreement, or presents risk to you or us.

11. Authorized Users and Joint Accounts

If your account has more than one owner, or if you authorize another person to access the Services for your account, each person with authority may:

- enroll in Services,
- view account information,
- make transfers or payments,
- add or edit payees or recipients,
- and otherwise act on the account through the Services,

unless we expressly limit that authority through service design or account controls.

Each account owner is jointly and severally responsible for all transactions, fees, and obligations arising from Service use.

12. Internal Transfers

You may transfer funds between eligible accounts with us that you own or are authorized to access, subject to available funds, account restrictions, cut-off times, and applicable law. Transfers may be immediate, future-dated, or recurring if we support those options.

13. Account-to-Account (A2A) Transfers

13.1 Description

If offered, A2A allows you to transfer funds between your eligible account with us and your eligible External Account at another U.S. financial institution.

13.2 Ownership and Authority

You represent and warrant that:

- you own the External Account, or
- you have full legal authority to transfer funds to and from the External Account, and that the information you provide for enrollment and verification is true, accurate, and complete.

You agree not to use A2A to transfer funds to or from an account you do not own or control unless we expressly permit such use.

13.3 External Account Enrollment and Verification

Before you may use A2A, we may require you to:

- successfully enroll the External Account;
- complete identity verification;
- verify your ownership or authority through micro-deposits, credential-based verification, document review, or another method we approve;
- satisfy any additional risk controls we require.

We may refuse to enroll any External Account or may remove any External Account from the Service at any time.

13.4 Authorization

By submitting an A2A transfer instruction, you authorize us and our Service Providers to:

- debit your designated account;
- credit your designated account;
- originate ACH entries and other payment instructions;
- correct erroneous entries;
- and make inquiries necessary to process, verify, or complete the transfer.

You also authorize us to rely on the account and routing information you provide, even if the account title or other descriptive information does not match.

13.5 Timing and Settlement

A2A transfers may be processed through ACH or another payment rail we select. Processing times can vary based on:

- verification status;
- cut-off times;
- weekends and holidays;
- receiving institution processing;
- network availability;
- account type;
- and fraud/risk review.

Credit to an External Account may be provisional until final settlement is received. We are not responsible for delays caused by another financial institution or payment network.

13.6 Sufficient Funds; Returned or Rejected Transfers

You must have sufficient available funds in the funding account on the scheduled transfer date and at the time we process the transfer. If a transfer is returned, rejected, reversed, or cannot be completed for any reason, we may:

- cancel the transfer;
- reinitiate the transfer where allowed;
- reverse provisional credit;
- assess a fee if disclosed;
- suspend or terminate your use of A2A.

13.7 Inbound and Outbound Limits

We may apply different limits for inbound and outbound A2A transfers, including per transaction, daily, rolling, or monthly limits. Lower limits may apply during an initial enrollment or risk-monitoring period. Current A2A limits are set forth in the Digital Banking Limits and Cut-Off Times Schedule referenced in Section 8.

13.8 Prohibited Uses

You agree not to use A2A:

- for business purposes unless we expressly permit it;
- for transfers involving illegal activities;
- to overdraw or manipulate account balances;
- for transfers to accounts held by third parties without authorization;
- or in violation of NACHA rules, law, sanctions requirements, or our policies.

13.9 Cancellation

You may cancel a future-dated or recurring A2A transfer before the cut-off stated in the Service. Once a transfer has begun processing, cancellation may not be possible.

14. Bill Pay Terms and Conditions

14.1 Description

Bill Pay allows you to schedule one-time or recurring payments to eligible Payees from your designated payment account.

14.2 Eligible Accounts

Bill Pay may be available only from certain eligible transaction accounts. We may restrict which accounts can be used as funding accounts.

14.3 Payee Eligibility

You may designate a Payee by entering the requested information. We reserve the right to accept or reject any Payee and to refuse or remove a Payee at any time.

Some payment types may be prohibited, discouraged, or unsupported. We may block, decline, reverse, or refuse to process prohibited or high-risk payments.

14.4 Payment Scheduling

When scheduling a Bill Pay payment, you must select a **Deliver By Date** on or before the actual due date and sufficiently in advance to allow the payment to reach the Payee. If the due date falls on a non-Business Day, you should schedule the payment for an earlier Business Day. You are responsible for scheduling payments early enough to allow for processing and delivery.

14.5 Payment Methods

We reserve the right to choose the method used to make a payment, including:

- electronic payment,
- electronic-to-check conversion,
- paper check,
- draft,
- or any other method available through the Service.

Funds may be debited from your account when the payment is processed, when a draft is presented, or at another time consistent with the payment method used.

14.6 Recurring Payments; Autopay

If offered, recurring Bill Pay payments will continue until you modify or cancel them through the Service or we terminate the feature. You are responsible for reviewing recurring payments regularly and ensuring that the amount, timing, and funding account remain correct.

14.7 eBills

If offered, you may enroll certain Payees for eBill presentation. We do not guarantee that all Payees support eBills, that eBill information will always be timely or accurate, or that all bill details provided by a Payee will be available through the Service. You remain responsible for reviewing your bills and ensuring timely payment.

14.8 Cancellation and Stop Payment

You may cancel or edit a future-dated Bill Pay payment before it begins processing, subject to cut-off times and Service restrictions. Once processing has begun, cancellation may not be possible. If a payment has already been issued as a check or draft, a stop payment request may be required and may be subject to a fee and operational limitations.

14.9 Returned or Failed Payments

A payment may be returned or fail for reasons including:

- insufficient funds,
- inaccurate Payee information,
- a closed or invalid payee account,
- postal return,
- inability of the Payee to match the payment,
- or fraud/risk controls.

If a payment is returned, we may credit the funds back to your account, less any disclosed fee if applicable.

14.10 Prohibited and Discouraged Payments

You agree not to use Bill Pay for:

- unlawful transactions;
- payments outside the United States if unsupported;
- gambling or sanctioned transactions;
- transactions involving prohibited merchants or categories;
- or any other payment type we identify as prohibited.

Unless we expressly permit otherwise, court-ordered payments, tax payments, securities purchases, and similar time-sensitive or exception payments should not be made through Bill Pay. If you use the Service for such transactions, you do so at your own risk.

14.11 Your Responsibility for Timely Payment

You are solely responsible for:

- entering accurate Payee information,
- ensuring that the payment amount is correct,
- scheduling the payment early enough,
- and verifying that the payment has posted properly.

14.12 Bill Pay Guarantee

If we offer a Bill Pay guarantee, the terms, eligibility requirements, and any dollar cap will be stated in separate disclosures or in the Service. If no separate guarantee is disclosed, no guarantee applies beyond what is required by law.

15. Person-to-Person (P2P) Terms and Conditions

15.1 Description

If offered, P2P allows you to send funds electronically to another person using a supported recipient identifier such as email address, mobile number, debit card, or deposit account information.

15.2 Recipient Information

You are solely responsible for entering accurate recipient information. You understand that the transfer may be processed based solely on the recipient information you provide, even if that information identifies a person other than your intended recipient.

If you send money to the wrong person, account, email address, mobile number, card, or other identifier, the transfer may not be recoverable.

15.3 Recipient Claim and Acceptance

If the Service requires the recipient to claim or accept the payment, the recipient must do so within the timeframe stated in the Service. If the recipient fails to timely claim or accept the payment, the transaction may be canceled and funds may be returned to you, subject to system timing and network rules.

15.4 Authorization to Contact Recipient

By initiating a P2P transfer, you authorize us and our Service Providers to send the recipient messages, emails, or text notifications needed to complete the transfer. You represent that you have the right to provide the recipient's contact information for this purpose.

15.5 Funding and Delivery

P2P transfers may be funded from an eligible account or debit card, as made available by us. Delivery to the recipient may occur through ACH, debit card rails, instant payment rails, or other methods supported by the Service. Availability of funds to the recipient may vary.

15.6 Limits and Eligibility

We may impose transaction, daily, recipient, and aggregate limits on P2P transfers. We may restrict P2P to certain users, account types, or geographic locations, and we may require that senders and/or recipients be at least 18 years old. Current P2P limits are set forth in the Digital Banking Limits and Cut-Off Times Schedule referenced in Section 8

15.7 Irrevocability

Once a P2P transfer has been processed or accepted by the recipient, it may be final and irreversible except as otherwise required by law or permitted by service rules.

15.8 Fraud and Mistaken Payments

You acknowledge that P2P transfers involve fraud and misdirection risk. You agree to send money only to persons you know and trust. We and our Service Providers are not responsible for:

- the acts or omissions of a recipient;
- the quality, safety, legality, or delivery of any goods or services underlying your payment;
- or losses caused by your error in entering recipient information, except as otherwise required by law.

15.9 Prohibited Uses

You agree not to use P2P for:

- unlawful purposes;
- transactions involving the sale of prohibited goods or services;
- commercial transactions unless expressly permitted;
- gambling;
- money transmission on behalf of others;
- or any transaction prohibited by our policies, service rules, or applicable law.

16. Mobile Check Deposit (Snap Deposit) Terms and Conditions

16.1 Description

Mobile Check Deposit ("Snap Deposit") allows you to use a camera-enabled device to capture an image of a paper check and transmit that image to us for deposit into an eligible account using our mobile banking application.

16.2 Eligible Accounts and Items

You may use Snap Deposit only with eligible accounts we designate. We may restrict:

- account types eligible for deposit,
- types of checks accepted,
- deposit limits (per item, daily, rolling, or monthly).

Checks that are **generally eligible** include domestic checks payable to you and drawn on a U.S. financial institution.

Checks that are **generally NOT eligible** include:

- checks payable to someone else (third-party checks), unless we allow;
- altered, incomplete, or fraudulent checks;
- foreign checks or checks in foreign currency;
- savings bonds;
- previously deposited checks;
- checks dated more than 180 days old or post-dated;
- remotely created checks;
- any item we determine is ineligible.

We reserve the right to reject any item for any reason.

16.3 Endorsements

You must properly endorse each check before submitting it, including:

- your signature, and
- the words **"For Snap Deposit Only at CCFCU"** or similar restrictive endorsement as required by us.

Failure to properly endorse a check may result in rejection.

16.4 Image Quality and Submission Requirements

You agree to:

- capture clear, complete images of the front and back of the check;
- ensure all information is legible (amount, payee, date, signature);
- verify that the amount entered matches the check;
- submit the check only once.

We are not responsible for items we cannot process due to poor image quality or incorrect data entry.

16.5 Deposit Limits

We may establish deposit limits, including:

- per check,
- per day,
- per rolling period.

Your limits may vary based on account history, risk profile, or other factors and may be changed without notice. Current Snap Deposit limits are set forth in the Digital Banking Limits and Cut-Off Times Schedule referenced in Section 8.

16.6 Cut-Off Times and Processing

Deposits submitted before the cut-off time on a Business Day will be considered received that day. Deposits submitted after the cut-off time or on a non-Business Day will be considered received the next Business Day.

We may delay processing for review, risk monitoring, or other operational reasons.

16.7 Funds Availability

Funds from mobile deposits are subject to our Funds Availability Policy.
We may:

- place a hold on deposited funds;
- make funds partially available;
- delay availability for risk or regulatory reasons.

Even if funds are made available, the deposit may still be returned if the paying financial institution does not honor the check.

16.8 Retention and Disposal of Original Check

After you submit a check using Snap Deposit, you agree to:

- securely retain the original check for at least 30 calendar days; and
- ensure the check is not deposited again.

After the retention period, you must destroy the check (e.g., shred it).
You agree not to:

- redeposit the check through another channel,
- transfer the check to another person,
- or present the check for payment again.

16.9 Duplicate Deposits

If you deposit a check using Snap Deposit and also deposit or attempt to deposit the original check elsewhere, you may be liable for:

- the full amount of the duplicate deposit,
- any associated fees,
- and any losses we incur.

16.10 Errors and Adjustments

We may correct any deposit errors, including:

- adjusting the amount,
- reversing a deposit,
- charging your account for returned items.

You agree to notify us promptly of any deposit errors.

16.11 Security and Fraud

You agree to use Snap Deposit only for legitimate purposes. We may:

- monitor deposits for fraud;
- reject or delay any transaction;
- suspend or terminate your access to Snap Deposit without notice.

16.12 Service Availability

Snap Deposit may not be available at all times and may be affected by:

- system maintenance,
- connectivity issues,
- device compatibility,
- or other factors beyond our control.

16.13 Your Responsibility

You are solely responsible for:

- verifying all deposit details;
- ensuring compliance with these terms;
- preventing duplicate deposits;
- safeguarding your device and login credentials.

17. Error Resolution and Unauthorized Transactions

Tell us immediately if you believe:

- your Credentials have been lost, stolen, or compromised;
- your account statement or transaction history shows unauthorized activity;
- a transfer was made in error;
- or you need more information about a transaction.

Your liability for unauthorized electronic fund transfers and your rights for error resolution are governed by applicable law, including Regulation E where applicable, and our EFT disclosures.

To report an error or unauthorized transaction, contact us at:

Cornerstone Community Federal Credit Union
Phone: 716-434-2290 or 1-800-488-6481
Address: 6485 S. Transit Road, Lockport, NY 14094
Email: information@ccfcu.org

We may require written confirmation of an oral notice in some circumstances.

18. Account Information and Privacy

We may disclose information about you, your accounts, and your transactions:

- to process transactions and provide Services;
- to verify the existence and status of your accounts;
- to our service providers, processors, and vendors;
- to credit bureaus or consumer reporting agencies as permitted by law;
- to comply with legal process, subpoenas, court orders, or government requests;
- with your consent;
- or as otherwise permitted by our Privacy Policy and applicable law.

Our collection, use, and sharing of your information is further governed by our Privacy Policy, including any right you may have under the Gramm-Leach Bliley Act to opt out of certain information sharing. We require our Service Providers, including our Bill Pay, P2P, and A2A payment processor, to maintain administrative, technical, and physical safeguards for your information consistent with applicable law.

19. Monitoring, Fraud Prevention, and Service Provider Use

You acknowledge that:

- we and our Service Providers may monitor, review, and record Service activity;
- we may use automated systems, analytics, fraud monitoring, and other controls to prevent suspicious or unauthorized activity;
- and use of the Services constitutes consent to such monitoring as permitted by law.

20. Service Availability

We do not guarantee that the Services will be available at all times or free from interruption. Maintenance, updates, outages, telecommunications failures, third-party disruptions, and circumstances beyond our control may affect the Services.

We may suspend access to all or part of the Services without notice for maintenance, security, operational, legal, or other reasons.

21. Changes to the Agreement or Services

We may amend this Agreement, the Services, features, limits, security requirements, or fees at any time, subject to applicable law. Changes may be communicated by posting updated terms in the Service, on our website, by email, secure message, or other permitted method. Your continued use of the Services after the effective date of a change constitutes acceptance of the revised terms. For material changes affecting your liability, fees, or dispute resolution,

we may require your affirmative acceptance of the revised terms before you may continue to use the affected Service.

22. Termination

You may discontinue using the Services at any time. We may suspend, restrict, or terminate your access to any Service or this Agreement at any time, with or without cause, subject to applicable law.

Termination will not affect:

- transactions initiated before termination;
- your obligations for pending transfers or payments;
- your liability for transactions, fees, or losses arising before termination;
- or any provisions intended to survive termination.

If we terminate or suspend your access to Bill Pay, P2P, or A2A for any reason, we may cancel any pending, future-dated, or recurring payments or transfers schedule through the affected Service, and you remain solely responsible for making alternative arrangements for any bills or payments affected.

23. Disclaimer of Warranties

THE SERVICES, INCLUDING ALL RELATED SOFTWARE, DOCUMENTATION, CONTENT, AND FUNCTIONALITY, ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, EXCEPT AS OTHERWISE REQUIRED BY LAW.

24. Limitation of Liability

Except as otherwise required by law, we will not be liable for any loss, damage, delay, cost, or expense arising from:

- your failure to follow instructions;
- your failure to safeguard Credentials or devices;
- incorrect information you provide;
- insufficient funds;
- action taken by another financial institution, payee, recipient, or service provider;
- delays in mail, ACH, card networks, instant payment networks, telecommunications, or internet services;
- equipment, browser, or system failures;
- circumstances beyond our reasonable control;
- or your use of the Services for prohibited or unsupported transactions.

Nothing in this Agreement limits rights or remedies that cannot be waived under applicable law. This Section does not limit our liability to the extent a loss, damage, delay, cost, or expense is caused by our gross negligence or willful misconduct.

25. Indemnification

To the extent allowed by law, you agree to indemnify, defend, and hold harmless us and our officers, directors, employees, affiliates, agents, and service providers from and against claims, liabilities, losses, damages, judgments, penalties, costs, and expenses arising from:

- your use or misuse of the Services;
- your breach of this Agreement;
- your violation of law;
- your provision of inaccurate information;
- or your infringement of the rights of another person.

26. Governing Law

This Agreement is governed by applicable federal law and, to the extent not preempted, the laws of the State of New York, without regard to its conflict-of-laws principles, unless the laws of the state where your account is maintained is otherwise required to apply, or as otherwise stated in your account agreement.

27. Severability; Assignment; No Waiver

If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. You may not assign this Agreement without our consent. We may assign or delegate rights and obligations under this Agreement to affiliates, successors, or service providers. Our failure to enforce any provision on one occasion does not waive our right to enforce it later.

28. Contact Information

For questions, support, errors, or notice under this Agreement, contact:

Cornerstone Community Federal Credit Union
Phone: 716-434-2290 or 1-800-488-6481
Address: 6485 S. Transit Road, Lockport, NY 14094
Email: information@ccfcu.org

29. Dispute Resolution

29.1 General Resolution Process

If you have a concern, complaint, or dispute related to the Services, including Bill Pay, P2P, or A2A transactions, you agree to first contact us so we may attempt to resolve the matter promptly and in good faith.

You may contact us using the information provided in the "Contact Information" section of this Agreement. We will investigate and respond in accordance with applicable laws and our internal procedures.

29.2 Electronic Fund Transfer Errors

Disputes involving electronic fund transfers (including unauthorized transactions or errors in Bill Pay, P2P, or A2A transfers) are subject to applicable laws, including Regulation E where applicable. Your rights and responsibilities regarding these transactions are described in our Electronic Funds Transfer disclosures, which are incorporated into this Agreement by reference.

29.3 Scope of Disputes

This section applies to any dispute, claim, or controversy between you and us that arises out of or relates to:

- this Agreement;
- your use of the Services;
- any transaction conducted through the Services;
- or the relationship between you and us related to digital banking services.

29.4 Informal Resolution Requirement

Before initiating formal legal action, both parties agree to make a good-faith effort to resolve any dispute informally. This includes:

- providing written notice of the dispute;
- describing the nature of the issue and requested resolution; and
- allowing a reasonable period (typically 30 days) to attempt resolution.

29.5 Limitations on Claims

To the extent permitted by law:

- any claim must be brought within the applicable statute of limitations;
- damages may be limited as described in the "Limitation of Liability" section of this Agreement.

29.6. Court Jurisdiction

Any dispute not resolved informally under this Section 29 will be resolved:

- in a court of competent jurisdiction;
- located in the state where your account is maintained or as otherwise required by law.

You and we consent to the jurisdiction and venue of such courts.

29.7 Exceptions

This Dispute Resolution section does not limit:

- your rights under applicable consumer protection laws;
- our ability to take action for fraud, unauthorized use, or to protect account security;
- either party's ability to seek provisional remedies (such as injunctions) where permitted by law.

30. Arbitration Election

30.1 Right to Elect Arbitration.

Notwithstanding Section 29, either you or the Credit Union may elect to resolve any Claim (as defined below) through binding arbitration instead of in court, by serving a written demand for arbitration on the other party in accordance with Section 28 (Contact Information) or the rules of the arbitration organization selected below. The election to arbitrate may be made at any time before trial, unless a party has already invoked the litigation process by filing a complaint or responsive pleading in court, in which case the arbitration election must be made within the time permitted by applicable law or court rule.

30.2 Administering Organization and Rules.

Arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect, or by another arbitration organization mutually agreed to in writing by both parties. A copy of the AAA's rules is available at www.adr.org or by contacting the Credit Union.

30.3 Claims Covered.

"Claim" means any dispute, claim, or controversy between you and us arising out of or relating to this Agreement, any Digital Service, any transaction conducted through a Digital Service, or the relationship between you and the Credit Union in connection with digital banking, regardless of the legal theory asserted (contract, tort, statute, or otherwise), and including claims arising before the effective date of this Agreement. Claim does not include an individual action brought in small claims court within that court's jurisdictional limit, so long as the matter remains in small claims court and is not removed or transferred.

30.4 Individual Basis; Class Action Waiver.

Arbitration under this Section will be conducted on an individual basis only. Neither party may bring, or participate in, a Claim as a plaintiff or class member in any purported class, collective, or representative proceeding, and the

arbitrator has no authority to consolidate claims or preside over any form of class or representative proceeding, unless both parties agree otherwise in writing.

30.5 Arbitrator's Authority.

The arbitrator, and not any court, has exclusive authority to resolve any dispute regarding the interpretation, applicability, or enforceability of this Agreement, except that any dispute regarding the enforceability of the class action waiver in Section 30.4 will be decided by a court of competent jurisdiction, and not by the arbitrator.

30.6 Location and Fees.

The arbitration hearing, if any, will take place in Niagara County, New York, or may be conducted by telephone or in writing at the arbitrator's discretion where permitted by the applicable rules. Any court proceeding related to arbitration under this Section — including a motion to compel arbitration, a motion to stay litigation pending arbitration, or an action to confirm, modify, or vacate an arbitration award — must be brought in a court of competent jurisdiction located in Niagara County, New York, or, if federal subject-matter jurisdiction exists, the United States District Court for the Western District of New York, and each party consents to the personal jurisdiction and venue of those courts for that limited purpose. Each party is responsible for its own arbitration fees and costs, except that the Credit Union will pay any additional fees required by the AAA's Consumer Arbitration Rules to the extent those rules require the Credit Union to do so.

30.7 Right to Opt Out.

You may opt out of this arbitration provision by sending written notice to the Credit Union at the address in Section 28, postmarked no later than thirty (30) days after the date you first become subject to this Agreement. Your opt-out notice must include your name, account number, and a statement that you wish to opt out of arbitration. Opting out of arbitration will not affect any other terms of this Agreement or your ability to use the Services.

30.8 Survival.

This Section 30 will survive termination of this Agreement and termination or closure of your account or any Digital Service.

31. Entire Agreement

This Agreement, together with the Membership and Account Agreement and Disclosures, our Funds Availability Policy, our Electronic Funds Transfer disclosures, our Privacy Policy, our Fee Schedule, and any other disclosures, terms, or service-specific rules incorporated by reference under Section 1, constitutes the entire agreement between you and the Credit Union with respect to the Digital Services, and supersedes any prior or contemporaneous oral or written understandings regarding the Digital Services. In the event of a conflict, Section 1 governs which document controls.