

Online Service E-Communications Disclosure and Consent

Please review this document carefully and print a copy for your reference; you can access an online copy at any time by navigating to <https://www.gaheritagefcu.org/disclosures.html> and clicking the E-Communications Disclosure link. This Online Service E-Communications Disclosure and Consent ("Disclosure") applies to all communications for those products and services offered through our online application.

Scope of Communications to Be Provided in Electronic Form

When you use a product or service to which this Disclosure applies, you agree that we may provide you with any communications in electronic format, and that we may discontinue sending paper communications to you, unless or until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the product or service available through the Online Service for your Account.
- Notices or disclosures about a change in the terms of your Account.
- Privacy policies and notices.

Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided via e-mail or by access to a website that we will designate in an e-mail notice we send to you at the time the information is available.

How to Withdraw Consent

You may withdraw your consent to receive communications in electronic form by calling the credit union. No fees will be imposed to process the withdrawal of your consent to receive electronic communications, however, your access and use of the Online Service will be terminated. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records

It is your responsibility to provide and maintain a current e-mail address. You can update information (such as your e-mail address) under your "Update E-Mail Address" section, which is accessible from your Account Homepage by clicking on the "Update" link next to your email address.

Hardware and Software Requirements

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- Internet browser that supports 128 bit encryption.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- An e-mail account with an Internet service provider and e-mail software in order to participate in our electronic communications programs.
- A personal computer/tablet/smartphone.
- An operating system and an Internet connection capable of receiving, accessing, displaying, and either printing or storing communications received from us in electronic form via a plain text-formatted e-mail or by access to our website using one of the browsers specified above.

Requesting Paper Copies

We will not send you a paper copy of any communication unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic communication to you. To request a paper copy, please submit your request to member.service@gaheritagefcu.org.

Communications in Writing

All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download a copy of this disclosure and any other communication that is important to you for your records.

Mobile Banking

This Mobile Banking Services End User Agreement ("Agreement") governs your use of the Mobile Banking Services (defined below) provided to you by Georgia Heritage Federal Credit Union.

TERMS AND CONDITIONS – GENERAL

For purposes of this Agreement, Mobile Banking Services means collectively all of the financial services that the Credit Union makes available, and to which you have access, using a wireless handheld device such as a cell phone, personal digital assistant or tablet computer (each a "handheld") and includes, by way of example and not limitation, SMS text banking, mobile remote deposit capture, mobile web banking, and banking initiated by means of a downloadable application.

Your use of the Mobile Banking Services is subject to this Agreement and to the following, all of which are considered part of this Agreement:

Terms and Conditions of Use for the Credit Union internet website, www.gaheritagefcu.org (the "Website");

Terms or instructions appearing on the website and elsewhere when enrolling for, activating, accessing, or using the Mobile Banking Services;

The Credit Union's rules, procedures and policies, as amended from time to time, that apply to the Mobile Banking Services or any account you maintain with Credit Union (each an "Account");

The provisions of the Credit Union Online Banking Agreement;

Current rules and regulations, if any, of any funds transfer system or payment system used in connection with any Account; and

State and federal laws and regulations, as specifically applicable.

In addition, each Account will continue to be subject to the Membership and Account Agreement applicable to such Account. If this Agreement conflicts with the separate agreement to which an Account is subject, then this Agreement will control and take precedence, unless this Agreement expressly states otherwise.

TERMS AND CONDITIONS – SMS TEXT BANKING

Thank you for using the Credit Union's Mobile Banking Services combined with your handheld's text messaging capabilities. In case of questions please contact member service at (912) 236-4400 or 800-442-8877.

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from the Credit Union. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. The services are provided by the Credit Union and not by any other third party. You and the Credit Union are solely responsible for the content transmitted through the text messages sent to and from the Credit Union. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.).

TERMS AND CONDITIONS – LICENSE AND USE OF THE DOWNLOADABLE APPLICATION

- Ownership.** You acknowledge and agree that a third party provider or licensor to the Credit Union ("Licensor") is the owner of all rights, title and interest in and to the downloaded software to be used for access to the Mobile Banking Services from the Credit Union and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
- License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
- Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
- Disclaimer of Warranty.** The software is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No warranty is provided that the software will be free from defects or viruses or that operation of the software will be uninterrupted. Your use of the software and any other material or services downloaded or made available to you through the software is at your own discretion and risk, and you are solely responsible for any damage resulting from their use.
- Limitation of Liability.** To the maximum extent permitted by applicable law, in no event will licensor, the provider of any financial services available through or related to the software, any of their contractors or providers or any of each of their affiliates be liable for any damages arising out of the use or inability to use the software, including but not limited to any general, special, incidental or consequential damages, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which any claim is based.
- U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
- Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Georgia, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Georgia and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. **Content and Services.** Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

Consent

By selecting "Yes, I consent to E-Communication," you consent to receive all communications regarding products and services that are offered through our online service. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic communications to you.