

Online and Mobile Banking Agreement, Terms and Agreements for Video Platforms, Disclosures and Privacy Policy

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THE SERVICES.

This Online and Mobile Banking Agreement, Terms and Agreements for Video Platforms, Disclosures and Privacy Policy (“Agreement”) describes your rights and obligations as a user of Rave Financial Credit Union’s online and mobile banking services (“Service” or “Services”). It also describes the rights and obligations of Rave Financial Credit Union (“Rave Financial”, “we” or “us”) and you. In this Agreement “you,” “your,” and “yours” refers to each of you that will be using the Services described in this Agreement. Please read this Agreement carefully. By requesting or using any of these Services, you agree to comply with the terms and conditions of this Agreement. You also understand that some services may be available in one platform and not the other. You acknowledge and agree that this Agreement is in addition to the terms and conditions contained in Rave Financial’s other agreements with you governing your membership in Rave Financial and your checking, savings and loan accounts accessible via the Services including, without limitation, Rave Financial’s website terms and conditions; applicable membership, account and arbitration agreement; Electronic Fund Transfers Agreement and Disclosure; E-Sign Disclosure and Consent; Funds Availability Policy Disclosure; Privacy Policy, Truth in Savings; Remote Deposit Capture Services Terms and Conditions; any applicable loan agreement or modification or addendum; and/or credit agreements or notes, which are incorporated herein by reference.

You agree not to use the Services to conduct any business, activity or solicit the performance of any activity that is prohibited by law, or any contractual provision by which you are bound. You agree to comply with all applicable laws and regulations in connection with the Services.

ACCOUNT ACCESS

Security, Username and Password. You will be assigned a unique username and password for your initial registration to the Services and will be required to change both your username and password during your initial registration. You are required to select a username that is a minimum of six (6) characters that cannot be all numbers. You are required to select a password for use in connection with Rave Financial’s Services. Your password must be a minimum of eight (8) characters, a mix of letters (uppercase and lowercase), number(s) and special character(s). By accessing the Services, you agree to accept responsibility for protecting the integrity of your username, password, email address and phone number (“Credentials”). Credentials are required for security purposes so that Rave Financial can authenticate transfers and payments that you initiate through the Services. Credentials are confidential and you are responsible for the safekeeping of them. You should not disclose your Credentials to any other person or entity (unless that person is authorized to access your accounts) and you should not keep any notation of your Credentials on or around your PC. In addition, to protect yourself against fraud, you should adhere to the following guidelines: (i) Do not give out your account information, including

account number; (ii) Do not leave your computer (“PC”) or mobile device unattended while you are logged into the Services; (iii) Never leave your account information within view of others or access your account using public Internet services; (iv) Do not send privileged account information (account number, username, password, etc.) in any public or general WIFI/Internet and/or email system. By default, you will be locked out of online making services after five (5) invalid passwords are entered for your username. An email notification is sent to the you upon lockout. You can use the “I can’t access my account” tool when prompted to reset your password and unlock your account. You will be notified by email when your password is changed or reset.

Once logged into your account, you update your username and/or password through the “My Settings” link. You will receive an email when any of the following occurs: email change, password change, username change, multifactor authentication (“MFA”) phone number added/removed and/or MFA email added/removed.

Again, you are responsible for maintaining the confidentiality of your account number, username, password and any other security or access information. You have the option to add, edit and delete notifications that can or are sent to you for selected account events through the “Alerts & Notifications” link. We strongly urge you to add account alerts so that you can be notified of your desired account activity.

If you authorize anyone to use your Credentials that authority shall continue until you specifically revoke such authority by changing your Credentials. You understand that if you disclose your Credentials to anyone else you are authorizing that person to transfer and withdraw funds from any of your accounts that can accessed through the Credentials, regardless of whether that person is otherwise authorized to perform those transactions by any other means than the Services; and you are fully responsible for the actions of such person including, without limitation, for any transfers or withdrawals from your accounts.

In order to help prevent unauthorized transactions and/or account access, you also agree to ensure the security of the PC you own and/or use to access the service. By securing the PC you own and/or use, we specifically mean installing antivirus software, a firewall, and spyware detection software on your PC, and keeping this security software current, or verifying that the above security software has been installed and is current. In addition to any other rights, it may have with respect to your account, you also agree that Rave Financial may revoke account access if unauthorized account access occurs as a result of your negligence in safeguarding your Credentials, or as a result of your negligence in ensuring the security of the PC you own and/or use to access the Services, as described above. If you believe someone has gained unauthorized access to your account or your Credentials have been stolen, or if you believe that someone has transferred or may transfer money from your account by accessing your account without your permission,

call us at:
409.892.1111
800.892.1111

or visit us at Rave Video (available via desktop through <http://www.bankwithrave.com/ravevideo/> on the AppStore or Google Play store)

or write to us at:

Rave Financial Credit Union
PO Box 12849
Beaumont, Texas 77726

Unavailability of Services. Access to the Services may not be available at times due to system maintenance or circumstances beyond our control. Rave Financial will make reasonable efforts to ensure the availability of the Services; however, Rave Financial is not liable for system unavailability or any consequential damages that may result thereon. We reserve the right to refuse any transaction which would draw upon insufficient, verifiable funds, exceed a credit limit, lower an account below a required balance or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction as well as the duration of each access as provided for in our account disclosure documents.

Email Address. You agree to notify us immediately of any changes in your email address.

Amendments, Suspension and Termination. We may amend these terms or modify the Services at any time without notice, except as required by law. In order to maintain the security and integrity of the Services, or as allowed by any other agreement we have with you, we may also suspend or terminate your access to the Services without notice. You agree that we will not be liable to you or any third party for any modification or discontinuance of the Services.

Additional Terms for Business Accounts. You acknowledge and agree that Services may be used for business purposes only and may not be used for personal, household, or family purposes. As additional security measures, you agree to regularly instruct and require each authorized user of the Services to (i) keep any Credentials safe and secure, (ii) refrain from disclosing the Credentials to any unauthorized third party, and (iii) use the Services for business purposes only. You agree to notify us immediately when an authorized user's rights to use the Services are terminated, and you agree to comply with any instructions we provide.

You acknowledge and agree that the issuance of Credentials to an authorized user in connection with a business account affords ready access to the account by the person or persons authorized by the account owner. As a result, and except as may otherwise expressly be provided in this Agreement, you acknowledge and agree that the account owner and all persons authorized by the account owner to use the Services are jointly and severally liable for their use. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ACCOUNT OWNER AND ALL OF THE AUTHORIZED USERS JOINTLY AND SEVERALLY AGREE TO INDEMNIFY, RELEASE, AND HOLD US HARMLESS FROM ANY CLAIMS, DEMANDS, EXPENSES, LOSSES, OR DAMAGES, INCLUDING LEGAL FEES AND EXPENSES, ARISING OUT OF, RESULTING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF THE SERVICES.

SERVICES

In General. The Services include, but are not limited to, Rave Video; Text Message Banking; Mobile App banking; Mobile Account Access; and Digital Banking. From these access points, you may be allowed to do some or all of the following: open new accounts; dispute transactions or speak to a fraud specialist; obtain account balances; transfer funds; pay bills; deposit checks; manage cards; apply for loans; chat with an employee of Rave Financial; find ATMs and experience centers; and/or track expenses with our Money Management Tool.

You acknowledge that your wireless service providers and/or wireless carriers may assess fees, limitations, and/or restrictions that might impact your use of the Services. By using the Services, you agree that you are responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at Rave Financial, including account servicing and collection purposes. You represent that you are the legal owner or authorized user of the account and other financial information, which may be accessed via the Services. You represent and agree that all information you provide us in connection with the Services is accurate current, and complete, and that you have the right to provide such information to us for the purpose of operating the Services. You agree to keep your account information confidential, up-to-date, and accurate. You agree to keep your financial information secure.

You agree that you will act and engage in a manner that is professional and courteous while using the Services. You agree that you will not use language or gestures that are intended to harm, threaten, demean or that may otherwise be deemed inappropriate or abusive. You understand and agree that using such actions can result in a ban from the use of the Services, other credit union services or membership expulsion. When using a video platform, you agree that you will be dressed in such a way that would be consistent with being present in a physical experience center. You agree that you will not use the video platform while driving or operating other heavy machinery, and understand that all risks, injury and harm associated with doing so are NOT the responsibility of Rave Financial.

If multiple parties are involved in a transaction the presence of all parties and signatures by all parties are required. You understand and agree that if you fail to adhere to these terms of use and fail to meet the requirements described herein, the representative you are speaking with may terminate the interaction, and you may not be allowed to receive Services from Rave Financial.

BILL PAYMENT SERVICE

Bill payments are processed by a third-party processor and payments are debited depending on the third-party processor's remittance method. We cannot change the remittance method. For electronic payments, the third-party processor debits your account on the delivery date. For single check payments, the third-party processor debits your account on the delivery date. For draft checks, your account is debited when the payee deposits the check. If payment is scheduled by the payee's cutoff time, the earliest deliver by date is one (1) business day for electronic

payments and five (5) business days for checks. If a payment date for an automatic payment falls on a non-processing day, then the third-party processor will process that payment on the previous banking day business day. You will receive an email notification prior to this occurrence. All bill pay transactions must be at least \$1.00 but cannot be more than \$99,999. the following payments are not recommended be paid through bill pay: tax payments (local, state, federal); court order payments. Payments may also be made to any legal entity within the United States or its territories (APO, FPO, Guam, and the US Virgin Islands).

When you have scheduled a payment, you authorize Rave Financial to debit your payment account and remit funds on your behalf. You certify that your payment account is an account from which you are authorized to make payments and any payment you make will be debited from this account.

You agree to have available funds on deposit in the your payment account you designate in amounts sufficient to pay for all bill payments requested, as well as any other payment obligations you have to Rave Financial. Rave Financial reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in your payment account and Rave Financial has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree Rave Financial, at its option, may charge any of your accounts with Rave Financial to cover such payment obligations.

You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. Rave Financial is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. Subject to applicable law, Rave Financial is not liable for any failure to make a bill payment if you fail to promptly notify Rave Financial after you learn that you have not received credit from a payee for a bill payment. Rave Financial is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Rave Financial's agent. In any event, Rave Financial will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Rave Financial has knowledge of the possibility of them. Rave Financial is not liable for any act, failure to act, or delay in acting if it is caused, in whole or in part, by any cause beyond Rave Financial's reasonable control.

MONEY MANAGEMENT

Through Money Management, accessible in one or more of Rave Financial's Services, you may be able to view outside accounts, including retirement, loans and investments. By using this feature, you grant Rave Financial access to third-party **data** necessary for purposes of aggregating it for you within the Services. **Access information** with a third party that may be required to use this feature may include, but may not be limited to, account access numbers or identification numbers, passwords, security questions and answers to those questions, and other security or login access information needed to retrieve data from those external accounts on your behalf. By granting this access, you also agree that Rave Financial or a trusted third-party vendor may

use, copy and retain non-personally identifiable information (i) for the use, function or performance of the Services; (ii) as necessary to diagnose or correct errors, problems, or defects in the Services; (iii) for measuring downloads, acceptance, or use of the Services; (iv) for the security or protection of the Services; (v) for the evaluation, introduction, implementation, upgrade, improvement, enhancement, or testing of the Services; (vi) to assist Rave Financial in performing its obligations to you in providing the Services you have selected. If applicable, aggregated data may be used to provide relevant savings opportunities, services, product offerings, or additional features. Information displayed or compiled from aggregated accounts is rendered as pass-through data and will only be as accurate as received from the external financial institutions.

LIABILITY (MEMBER LIABILITY)

You are responsible for all transfers you authorize using the Services. If you permit other persons to use the Services for or on your behalf, despite our instructions not to do so as set forth herein, you are responsible for any transactions they authorize from your accounts.

TELL US AT ONCE if you believe your Credentials have been lost or stolen. You could lose all the money in your accounts.

TELL US AT ONCE if you believe someone has used your Credentials or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Calling or visiting us via Rave Video is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum Overdraft Transfer Source). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card. For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed (or delivered electronically) 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 card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call: 409.892.1111 800.892.1111 or visit us at Rave Video (available via desktop through www.bankwithrave.com/ravevideo/ on the AppStore or Google Play store) or write to: Rave Financial Credit Union PO Box 12849 Beaumont, TX 77726 You should also call the number, visit Rave Video or write to the address listed above if you believe a transfer has been made using

the information from your check without your permission.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US, OUR AFFILIATE COMPANIES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS AGAINST ANY THIRD-PARTY CLAIM, DEMAND, SUIT, ACTION OR OTHER PROCEEDING AND ANY EXPENSES RELATED TO YOUR USE OF THE SERVICES.

LIABILITY (RAVE FINANCIAL LIABILITY).

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your membership accounts using the Services. Unless otherwise required by applicable law, we are only responsible, but not obligated, to provide these Services as delineated within this Agreement. We will not be liable to you in the following instances: (i) If, through no fault of Rave Financial, you do not have enough money in your account to make the transfer; (ii) If circumstances beyond our control (such as fire, flood, power outage, equipment technical failure or breakdown) prevent the transfer despite reasonable precautions we have taken; (iii) If there is a hold on your account or if access to your account is blocked in accordance with Rave Financial policy; (iv) If your funds are subject to a legal proceeding or other encumbrance restricting the transfer; (v) If your transfer authorization terminates by operation of law; (vi) If you believe someone has accessed your accounts without your permission and you fail to immediately notify us; (vii) If you have not properly followed instructions on how to make a transfer included in this Agreement; (viii) If we have received incomplete or inaccurate information from you or a third party involving the account or transfer; (ix) If we have a reasonable basis to believe that unauthorized use of your Credentials or account has occurred or may be occurring, or if you default under this Agreement, or any other agreement with us, or if we or you terminate this Agreement; (x) any failure of your equipment or software or that of an internet browser provider, Internet access provider, online services provider or third-party financial services provider; (xi) effects of or any privacy exposure related to malware or electronic virus infestations on equipment used to access your accounts via the Services (we suggest that you routinely scan your PC and mobile device(s) using a trustworthy anti-malware protection product); (xii) IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR USE OF THE SERVICES.

WE DISCLAIM ALL WARRANTIES REGARDING USE OF THE SERVICES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PRIVACY

Rave Financial is committed to protecting the privacy of members and non-members who use the Services.

Collection and Use of Your Information. We may automatically place and collect information from “cookies,” which are electronic files that capture information about your use of the Services.

Examples are the date and time of your visit, the Internet provider address your computer was assigned and the pages you accessed on bankwithrave.com. The information we may collect will remain strictly confidential, as we do not disclose cookie information to non-affiliated third parties nor to affiliates, with the exception of service providers that Rave Financial commissions to specifically assist with the direct communication between you and Rave Financial. Examples of how member information may be used include, but are not limited to:

- To improve our website
- To notify you about updates or enhancements to our website
- To contact you for special promotions through bankwithrave.com or through other websites.

While most internet browsers automatically accept cookies, users are capable of preventing their internet browser from using the cookies stored in their PC's hard drive or device, or even accepting cookies. Since cookies are required to maintain a secure Internet connection between a PC or device and our website, please be aware that if you disable cookies, you may encounter difficulty using certain features of Rave Financial's website. Also, cookies are a necessary element in enabling your internet browser to provide you with a convenient browsing experience and relevant offers. While these are optional, rejecting cookies may result in less convenient browsing and slower website performance.

In accordance with the Children's Online Privacy Protection Act (COPPA), Rave Financial's website is not directed to children under the age of 13, and Rave Financial does not knowingly collect or maintain personal information online.

We may collect personal information when you enter data into an application for new products or services or when you use our Site, products and services. Personal information may include your name, home or other physical address, account number, Social Security Number, the contents of your communications with us, telephone number, and email address. Additionally, our Site may collect certain electronic data, such as your geolocation, keystrokes, website interactions, and device identifier.

We may and you understand and agree that video may be recorded for research, training and quality purposes.

Location Data. Our mobile banking app periodically collects, transmits, and uses location data to support features that allow us to communicate with you for various reasons such as closures, marketing, maintenance, and fraud alerts, but only if you expressly authorize collection of such information. You may choose whether location data can be monitored on a continuous basis in the background, only while the app is being used, or not at all. You can change your location permissions at any time in your device settings.

In addition, Location Data is collected to provide location-based messages, offers, and interactions. Rave Financial's mobile banking app collects location data to enable push notifications even when the app is closed or not in use. It also is used to support promotional offers from the Rave Financial. If you use any location-based feature of Rave Financial mobile,

you agree that your geographic location and other personal information may be accessed and disclosed through Rave Financial. If you wish to revoke access to such information, you must cease using location-based features of Rave Financial mobile via your device's settings.

Other Links. Rave Financial may frequently link to other sites as a convenience to our members. Rave Financial will seek to link with other sites that adhere to similar privacy standards, however Rave Financial is not liable for content, privacy, or availability of linked pages.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

ASSIGNMENT

We may assign our rights and delegate our duties under this Agreement to any other party.