



ELECTRONIC FUNDS TRANSFER AND PAYMENT SERVICES AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer and Payment Services Agreement and Disclosure is part of the Account Agreements and Disclosures you received through the process of opening your account. By completing the online account application process, including through electronic acknowledgments, checkboxes, or other actions taken through the online account application experience, you indicate your agreement, jointly and individually, to the terms and conditions stated in the Account Agreements and Disclosures, which includes this Electronic Funds Transfer and Payment Services Agreement and Disclosure.

The Electronic Funds Transfer and Payment Services Agreement and Disclosure consist of each of the following disclosures:

- Electronic Funds Transfer Agreement and Disclosure
- Pay A Person (P2P) Disclosure
- Transfer Money (A2A) Disclosure
- Pay Bills (Bill Pay) Disclosure

These agreements and disclosures are effective between Collegiate Credit Union (Collegiate CU, Collegiate), a trade name of Michigan State University Federal Credit Union ("Credit Union"), and you. Within this document, the words "we," "us," "our," and "Financial Institution" refer to the Credit Union. The words "you" and "your" refer to you as a Collegiate account owner.

Electronic Funds Transfer Agreement and Disclosure

We make various electronic funds transfer services available to you. Some of these transfers are made by use of debit cards we issue. Other transfers are made through a check converted into an electronic debit; a personal computer through our digital banking program; or an internet-enabled mobile device through our mobile application.

If we also provide a personal identification number (PIN) to you, a card can be used, together with the PIN, in various automated teller machine (ATM) networks to make electronic funds transfers to, from, or between one or more of your accounts with us. We issue plastic cards that can be used in this manner, including Visa Debit Cards. In this disclosure, we simply call any plastic card that can be used in this manner a "card." Your card and PIN may also be used to make purchases of goods and services at participating merchant locations.

We will issue you a digital banking password you can use with an internet connection to make electronic funds transfers to, from, or between one or more accounts with us following the rules and procedures of our digital banking program and our mobile application. You may also use your digital banking password to make electronic funds transfers to, from, or between one or more accounts with us following the rules and procedures of our mobile application.

You agree that you will keep your PINs and passwords secret.

This is a disclosure and a contract. The terms and conditions set out here are binding on you and on us to the making of such electronic funds transfers and the use of the cards, the PINs, and the passwords, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this Electronic Funds Transfer Agreement and Disclosure.
- If you already have a card and PIN provided by us and you use them to conduct such transactions after receipt of this Electronic Funds Transfer Agreement and Disclosure.
- If you ask us to provide you with a PIN and you thereafter use it, together with a card we have issued, to conduct such transactions.
- If we issue a password and you use it to conduct transactions through our digital banking program or our mobile application.

In all such cases, your use of the account(s) or conducting of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

THE FOLLOWING SECTIONS RELATE TO ALL ELECTRONIC FUNDS TRANSFERS AFFECTING YOUR ACCOUNT(S), WHETHER MADE BY USE OF AN ATM, CONVERSION OF A CHECK INTO AN ELECTRONIC DEBIT, OUR DIGITAL BANKING PROGRAM, OUR MOBILE APPLICATION, OR OTHERWISE.

1. Accounts Affected

Each of the following types of accounts offered by us can be affected by some kind of electronic funds transfer service:

Membership Share
Collegiate Savings ("Savings")
Collegiate Checking ("Checking")

These types of accounts are sometimes referred to in this Electronic Funds Transfer Agreement and Disclosure as "asset account(s)" or simply as your "account(s)."

2. Account Agreements

The terms and conditions of the Account Agreements and Disclosures relating to your accounts with us remain in effect except to the extent modified by this disclosure.

3. Minimum Balance

You must always maintain a balance of \$5 in your Membership Share to be entitled to make

electronic funds transfers affecting your account(s). We reserve the right to increase minimum balance requirements or to impose other restrictions in the future.

4. Electronic Funds Transfer Services

At the present time, you can authorize the following types of electronic funds transfers to or from your asset account(s) with us:

Transfers TO Your Account(s) (Credits)

- Direct deposit of payroll deductions or net paychecks from your employer who has agreed to send such deposits to us. You may contact your employer to see if direct deposit of payroll deductions or net pay is available.
- Direct deposit of various governmental benefits
- Direct deposit of pension payments
- Deposit(s) or payment(s) from any third party through the Federal Reserve or the facilities of an automated clearing house association of which we are a member
- Automatic transfers to your account(s) from the account of another person
- Transfer to your account(s) from your other asset or loan accounts that we make at your request via our digital banking program or our mobile application

Transfers FROM Your Account(s) (Debits)

- Your home mortgage payment, insurance premiums, utility bills, and other types of payments to third parties, through the Federal Reserve or the facilities of an automated clearing house association of which we are a member
- Automatic transfers from your account(s) to the account of another person
- Automatic transfers from your account(s) to make payments to another person's loan(s) owing to us
- Transfers from your account(s) to your other asset or loan accounts that we make at your request or through ATMs, our digital banking program, or our mobile application
- Payment for purchases from your checking account at places that have agreed to accept your card

Visa Debit Card and ATM Point-of-Sale Transactions

- Use of your Visa Debit Card when making a purchase of consumer goods from a merchant that uses the card in an electronic terminal is an electronic funds transfer. Funds to cover your purchase will be deducted from your checking account. For more information on debit card purchases and how they may affect your available balance, please refer to the Membership and Account Agreement.

Automated Teller Machine (ATM) Transactions

If you have a Visa Debit Card for which we have issued a PIN, you can use any of the ATM networks to conduct transactions as follows:

- Deposits to your Savings or Checking
- Cash withdrawals from your Savings or Checking
- Transfers between any of the following: Savings and Checking
- Obtain balance information for your Savings and Checking accounts*

Digital Banking Transactions

You will be provided access to our digital banking program, which you can use to perform the following electronic fund transfers 24 hours a day (service may be interrupted for short periods for data processing):

- Transfers between your Savings and Checking
- Obtain balance and transaction information for your Savings and Checking*
- Preauthorize debits for payment of certain bills

Mobile Application Transactions

You can use our mobile application to perform the following electronic funds transfers 24 hours a day (service may be interrupted for short periods for data processing):

- Transfers between your Savings and Checking
- Obtain balance and transaction information for your Savings and Checking*

Share Draft/Checking Conversion Transactions

- This is a transfer through an automated clearing house (ACH) when you provide a paper check to certain merchants or other payees that enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the share draft is blank, partially completed, or fully completed and signed; whether the share draft is presented at Point-of-Sale (POS), or is mailed to a merchant or other payee or lockbox and later converted to an electronic funds transfer; or whether the share draft is retained by the consumer, the merchant or other payee, or the payee's financial institution. Your authorization to make such types of electronic funds transfers may be expressed in writing or implied — for example, by the posting of a sign.

We may make additional types of electronic funds transfer services available to you in the future. We may also discontinue one or more, or all, of our electronic funds transfer services available to you.

* These transactions are NOT electronic funds transfers.

5. Excluded Transactions

The terms and conditions of this disclosure only apply to those services and transfers that are electronic funds transfers as described in the Electronic Funds Transfer Services section of this disclosure. The terms and conditions of this disclosure do not apply to other transactions that, although electronic in nature, do not constitute electronic funds transfers described in that section.

6. Charges for Electronic Funds Transfers

There are certain charges for electronic funds transfer services we offer that you agree to pay. For a current listing of all applicable service charges, see our current Schedule of Service Charges, which is incorporated by reference into this disclosure and the receipt of which you hereby acknowledge.

When you use an ATM not owned by us, the ATM operator may assess a charge for any network used, and you may be assessed a charge for a balance inquiry even if you do not complete the funds transfer. You understand and agree that the ATM operator may assess multiple charges for multiple transactions (for example, a charge for a balance inquiry and a charge for a funds transfer) during the same ATM session. You also acknowledge and agree that, as disclosed on our Schedule of Service Charges, we may charge you a non-CO-OP Network ATM charge for each inquiry and each transaction at such an ATM and that multiple charges could be assessed during the same ATM session. You further understand that non-CO-OP Network ATMs are those not owned and operated by us or third parties participating in the CO-OP Network.

7. Documentation of Transfers

- You can receive a transaction receipt at the time you make any transfer to, from, or between your account(s) using an ATM.
- If you have arranged to have direct deposits (which are electronic funds transfers as described in the Electronic Funds Transfer Services section of this disclosure) made to your asset account(s) at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You may call us at 844-201-9519, or access your transaction history via our digital banking program or our mobile application to find out whether the deposit has been made.
- You will get a statement every month if you have authorized any electronic funds transfer service described in the Electronic Funds Transfer Services section of this disclosure. If no electronic funds transfer occurs in a particular calendar quarter, you will still receive a statement for that quarter. However, for an asset account to which you have authorized no electronic funds transfers other than preauthorized credits, you will get a statement quarterly.
- Periodic statements we send you on accounts that are subject to electronic funds transfers described in the Electronic Funds Transfer Services section of this disclosure and transaction receipts issued by an ATM are admissible evidence.
- Your right to documentation as set forth above in this section does not apply when the electronic funds transfer occurs outside of the United States.

8. Stopping Payment of Transfers From Your Account(s)

The following rules apply only to electronic funds transfers as described in the Electronic Funds Transfer Services section of this disclosure.

If you have arranged for recurring automatic payments out of your account, you can submit a request to stop any of these payments by writing to us through the messaging platform in online banking or by calling the phone number provided in the Contact Us section of this disclosure at least three business days before the payment is scheduled to be made. If you call us, we may at our sole discretion require you to put your request in writing and get it to us within 14 days of your call.

There is a charge for each stop payment order. We reserve the right to impose a reasonable charge, or to increase such charges, in the future. Please see our Schedule of Service Charges to determine the current stop payment charge.

If these regular payments vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when your payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set. If so, you must make the necessary arrangements with the person you are going to pay.

If we receive your order(s) for us to stop one of these payments in the manner described within this section and we do not do so, we will be liable for your losses or damages. Business days are defined in the Business Days section of this disclosure.

In addition to requesting a stop payment on recurring automatic payments, you can also request a stop payment on one-time preauthorized transfers by writing to us through the messaging platform in online banking or by calling the phone number provided in the Contact Us section of this disclosure. There is a charge for each stop payment order that is placed. Please see our Schedule of Service Charges to determine the current stop payment charge.

9. Disclosure of Information to Third Parties

We will disclose information concerning your account(s) and electronic funds transfers described in the Electronic Funds Transfer Services section of this disclosure, as provided by law and described in our Privacy Policy. Reasons we may disclose information concerning your account(s) or electronic funds transfers include, but are not limited to verifying or completing an electronic funds transfer, verifying the existence of your account(s), investigating improper use of your account(s), or with your written signed consent (including your electronic signature through an electronic signature process).

10. In Case of Error or Questions about Your Electronic Funds Transfers as Described in the Electronic Funds Transfer Services Section of this Disclosure

Your statement will include any transactions performed by ATM, our digital banking program, and our mobile application, as well as any check conversions (i.e., conversions of check payments into electronic payments that are processed through the Automated Clearing House). Contact us at the phone number set forth in the Contact Us section of this disclosure, through the messaging platform in online banking, or by letter sent to the address provided in the Contact Us section of this disclosure as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

When contacting us:

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. In the Business Days section of this Electronic Funds Transfer Agreement and Disclosure, we list our business days.

We will determine whether an error occurred within 10 business days (five business days for a Visa Debit Card point-of-sale transaction and 20 business days if the transfer involves an account open less than 30 days) after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days (if you give notice of an error within 30 days of opening an account; notice of an error involving a point-of-sale transaction; or notice of an error involving a transaction initiated outside of the United States, its possessions, and territories, we will have 90 days instead of 45) to investigate your complaint or questions. If we decide to do this, we will provisionally credit your account within 10 business days (five business days for a Visa Debit Card point-of-sale transaction and 20 business days if the transfer involves an account open less than 30 days) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to send your complaint or questions in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask us for copies of the documents that we use in our investigation, and we will furnish them to you.

11. Liability for Failure to Make Electronic Funds Transfer

If we do not complete an electronic funds transfer, as described in the Electronic Funds Transfer Services section of this disclosure, to or from your account(s) on time or in the correct amount according to our written agreements with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for the following:

- If, through no fault of ours, the available balance in your account is insufficient to make the transfer.
- If the available balance in your account, in excess of amounts you have specifically pledged to us as collateral, is insufficient to make the transfer.
- If funds in your account are subject to garnishment/levy or other legal process which prevents making the transfer.
- If we have, because of your default, exercised our rights against the funds in your account.
- If the ATM where you are making the transaction does not have enough cash or is not functioning properly, and you were aware it was not functioning properly prior to initiating a transaction.
- If, through no fault of ours, your card is damaged.
- If you use or try to use your card or your PIN after your right to use it has been canceled.
- If circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken.

We will also be excused from such liability if you fail to observe the terms and conditions of this Electronic Funds Transfer Agreement and Disclosure, our digital banking program, our mobile application, or other agreements with you, as they relate to electronic funds transfers.

12. Liability for Accuracy of Data

We will not be responsible to you for any claims, damages, losses, or expenses arising out of the preparation or delivery of data input for electronic funds transfers and credit or debit entries prepared by your employer or other person or company authorized to do so. In all cases, we will be entitled to rely upon the accuracy and correctness of this data input prepared by your employer or other authorized person or company, and we will have no obligation to investigate or determine the accuracy or authorization of this data input or the electronic funds transfers directed by your employer or other person or company authorized by you to do so.

13. Consumer Liability for Unauthorized Use

If you furnish another person with your card and PIN, checkbook, a check, or digital banking password (collectively, "access device"), you will be responsible for all electronic funds transfers initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers of an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers. Until you have notified us in writing, you will be liable for all transfers initiated by that person.

Tell us AT ONCE if you believe your access device has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Contacting us immediately by phone or electronic message may help to minimize your potential loss. You could lose all the money in your account. If you tell us within two business days after you learn of the loss or theft of your access device, you can lose no more than \$50 if someone used your card without your permission.

If you do not tell us within two business days of learning of the loss or theft of your access device, and we can prove we could have stopped someone from using your access device without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within 60 days of the notification date for the applicable eStatement, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your access device has been lost or stolen or that someone has transferred money from your account without your permission, or may be about to do so, contact us at the phone number, website, or address as provided in the Contact Us section of this disclosure IMMEDIATELY.

14. Special Unauthorized Use Liability Rule for Visa Debit Card

Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Debit Card. This additional limit on liability does not apply to ATM transactions, transactions using your PIN that are not processed by Visa, or to commercial cards.

15. Reversing Electronic Funds Transfers

For electronic funds transfers that are point-of-sale transactions of \$50 or more for goods or services and made with a debit card at a participating merchant, Michigan law provides you with a right to request a reversal of such transfer and to have your account recredited with the full amount of the transfer if: (1) you tell us to make such reversal during our posted business hours within four calendar days following the date of the transfer, (2) you notify us that you have made a good faith attempt to resolve your dispute with the third party involved, and (3) you assure us that any returnable goods involved in the dispute will be returned to the third party involved.

If you notify us in writing, you **MUST** contact us at the address set forth in the Contact Us section of this disclosure or submit a written request to us through the messaging platform in online banking **IMMEDIATELY**.

If you notify us orally (by calling the phone number in the Contact Us section of this disclosure) that you want such a transfer reversed, you must also send us a written confirmation of your reversal request that includes your notice of attempted resolution of the dispute with the third party and your written assurance to return any returnable goods involved to the third party. We must receive this written request within 14 calendar days of your oral request for reversal. We reserve the right to impose a reasonable charge for handling such reversal requests. If written notification is not furnished within 14 calendar days following the oral notification, we shall reinstate the original debits and credits involved in the transaction to the extent of your available balance.

16. Business Days

Business days for our offices are as follows: Monday through Friday, excluding Federal banking holidays. We reserve the right to change our business days and hours.

17. Regulatory Agency

If you believe we may have violated the Michigan law regulating electronic funds transfers (Michigan Public Act No. 322 of 1978) you may contact:

State of Michigan
Department of Insurance and Financial Services
PO Box 30220
Lansing, MI 48909

18. Location of ATMs

The number and locations of the ATMs we own or operate is subject to change at any time.

19. Card Ownership

All cards, PINs, and passwords we provide are our property. We may, without liability or notice, revoke, cancel, or limit any or all use of the card privileges afforded in this Electronic Funds Transfer Agreement and Disclosure for good cause, and you will destroy the card immediately upon demand. If this Electronic Funds Transfer Agreement and Disclosure is terminated, you agree to destroy the card. The primary account owner is responsible for all cards issued to the primary account owner.

20. Secrecy of PIN

If we have issued a PIN or password to you, or if you have selected your own digital banking or mobile application password, you agree to keep your PIN and password secret. You also agree not to write the PIN on your card nor on any item you keep with your card.

21. Limitations of Electronic Funds Transfer

There is no limitation on the number or dollar amount of deposits, payment transactions, or transfers between accounts you may make at an ATM during its 24-hour operating cycle. To protect against possible losses, however, there are limitations on how much cash you can obtain from the machines during a single cycle or purchases made via point-of-sale transactions.

The following daily cash and purchase limits apply to use of a card we issue to you:

- The amount of cash that may be obtained by using your card at an ATM is limited to \$1,000 per card per day (\$350 limit when the machine is offline).
- The amount of cash and purchases using your card at a POS terminal is limited to \$25,000 when your account has been open for more than six months (\$2,000 limit when the machine is offline).

All limitations in this section are subject to the verified balance in the account(s).

We reserve the right to change these limitations on use of the machines at any time.

In addition to the dollar amount limitations listed above for cash withdrawals using your card, you have the option to limit the amount of cash that can be withdrawn by your card to \$50 per day or some other amount acceptable to us. To activate this option, please contact us using the contact information provided in the Contact Us section of this disclosure.

22. Crediting of Deposits and Payments

Deposits or payments made at an ATM, whether in cash, by check, or through money order, are subject to verification and the posting of such deposits and payments to savings, checking, or loan accounts may be delayed until they can be collected from the machine, verified, and entered into our accounting system. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday, or holiday on which we are closed. If you place a check or money order in the machine as a deposit or payment, it is subject to collection in accordance with the Membership and Account Agreement and our Truth in Savings and Funds Availability Policy as was disclosed to you upon opening your account and as may have since been amended.

23. International Transactions

When you use your card for international transactions (transactions initiated at an ATM that dispenses currency other than U.S. dollars or transactions with a merchant that processes the transaction in a country other than the United States), an international transaction charge will be assessed (International Service Assessment). You agree to pay a 1.00% international transaction charge for ATM and point-of-sale (i.e., PIN-based) transactions and a 3.00% international transaction charge for all other international transactions and cash advances. The charge will be assessed on international transactions if a currency conversion does take place or if the transaction is processed in U.S. dollars.

When you use your card at a merchant that settles in, or at an ATM that dispenses, currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a wholesale market rate or the government-mandated rate in effect the day before the processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. The International Transaction Charge will be calculated after the transaction has been

converted to U.S. dollars. You understand and agree that international transactions include internet and other transactions initiated in the U.S. with a merchant who processes the transaction in a foreign country, and you acknowledge that international transaction charges may be assessed in such situations.

24. Advisory Against Illegal Use

You agree not to use your card(s) for illegal gambling or other illegal purposes. For example, display of a payment card logo by an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

25. Governing Law

This Electronic Funds Transfer Agreement and Disclosure is governed by our bylaws, federal laws and regulations, state laws and regulations, and local clearing house rules, as may be amended from time to time. You consent and agree that any dispute regarding this Electronic Funds Transfer Agreement and Disclosure shall be subject to the exclusive jurisdiction and venue of the appropriate state court in Clinton County, Michigan, or the Federal District Court for the Western District of Michigan. Notwithstanding the foregoing or any other provision of this Electronic Funds Transfer Agreement and Disclosure, the Arbitration Agreement in the Membership and Account Agreement applies to disputes regarding this Electronic Funds Transfer Agreement and Disclosure, and the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of the Arbitration Agreement.

26. Enforcement

You agree that you will be liable to us for any loss, cost, or other expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions set forth in this Electronic Funds Transfer Agreement and Disclosure and as we may amend from time to time. You authorize us to deduct any loss, cost, or other expenses, including reasonable attorney's fees, for any action we may take to enforce this Electronic Funds Transfer Agreement and Disclosure from any account you hold with us.

27. Amendments, Termination

We reserve the right to amend this Electronic Funds Transfer Agreement and Disclosure in any manner and at any time. If we do so, we will give you such notice as we deem to be reasonable under the circumstances. However, in specific cases when required by law, we will give you at least 21 days advance written notice. We also reserve the right to terminate this Electronic Funds Transfer Agreement and Disclosure by sending a notice of such termination to your last known email address on our records, which notice shall be effective when sent.

28. Termination of Prior Agreements

This disclosure terminates and takes the place of any disclosure or agreement related to Electronic Funds Transfer laws we have previously furnished to you for Collegiate products and services.

29. Contact Us

Collegiate
3777 West Road
East Lansing, MI 48823
844-201-9519
collegiatecu.org/contact

Pay A Person (P2P) Disclosure

USER AGREEMENT FOR PAY A PERSON (P2P SERVICES)

BY SUBMITTING YOUR APPLICATION FOR AN ACCOUNT WITH US, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR TRANSFERRING FUNDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU (END-USER) AND US (FINANCIAL INSTITUTION). THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY.

These terms and conditions (the "Agreement") constitute a contract between you, the depositor (hereafter "You" or "Your") and your Financial Institution or its designated third-party processor or service provider ("We", "Us", "Our"), in connection with Pay a Person, also known as P2P Payment, (the "Service") offered through our online and mobile banking websites (the "Site"). This Agreement applies to your use of the Service and any portion of the Site through which the Service is offered. The Service enables you to initiate a P2P Payment Instruction from one of your Eligible Transaction Accounts at Financial Institution, to a Recipient's account at any U.S. financial institution. Although the ACH Network is often used to execute P2P Payment Instructions for the Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. (P2P payments executed through the ACH network shall be evidenced by a request initiated electronically as described herein and will be initiated on your behalf pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the New England ACH Association (the "Rules").

THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS YOU DO NOT KNOW, ARE NOT FAMILIAR WITH, OR YOU DO NOT TRUST.

1. Eligibility

The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

2. Initiating P2P Payment Instructions

All P2P Payment Instructions must be initiated through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Before You will be permitted to initiate a P2P Payment Instruction, You will be required to agree to this Agreement, and follow the procedures set forth on the Site.

3. Available Balance

You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Service. Your Financial Institution will not complete a bill payment transaction if there is not a sufficient available balance in the funding account. For more information on what is meant by Available Balance, see the Overdrafts section of the Membership and Account Agreement.

4. Transaction Limits

There is no limit to the number of bill payments in and out of your account you can make per day. Transfers are limited to \$10,000 per day. However, both the per transaction volume limit and per

transaction dollar amount limit are subject to change depending on your account status with us or other circumstances per our discretion.

5. Security Procedure

1. You shall comply with the security procedure requirements with respect to P2P Payment Instructions initiated by You, as well as those required in connection with the Online Services generally. You agree to take full and final responsibility for any and all errors relating to or concerning the P2P Payment Instruction.
2. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of P2P Payment Instructions. You warrant that no individual will be allowed to initiate P2P Payments on Your behalf and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Site, the Online Services, or otherwise provided by Us. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Financial Institution immediately. The occurrence of unauthorized access will not affect any P2P Payments made in good faith by Financial Institution prior to receipt of such notification plus a reasonable time period thereafter for Financial Institution to act on such notice.

6. Compliance with Security Procedure

1. If a request for a P2P Payment (or a request for cancellation or amendment of a P2P Payment) received by Financial Institution purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Financial Institution, and Financial Institution shall initiate the P2P Payment on your behalf and, except as limited by applicable law, You shall be obligated to pay Financial Institution the amount of such P2P Payment even though the P2P Payment (or request) was not authorized by You, provided Financial Institution accepted the P2P Payment in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such P2P Payment. Financial Institution shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the online session associated with the initiation of a request for a P2P Payment matches the password associated with Your Account on the Site.
2. If a request for a P2P payment (or request for cancellation or amendment of a P2P Payment) received by Financial Institution was transmitted or authorized by You, You shall pay Financial Institution the amount of the P2P Payment, whether or not Financial Institution complied with the security procedure with respect to that P2P Payment and whether or not that P2P Payment was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

7. Payment Authorization and Remittance

1. By providing us with names and mobile phone numbers and/or email addresses of Recipients to whom you wish to direct payments, you authorize us to follow the P2P Payment Instructions that we receive through the Service.

2. When we receive a P2P Payment Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments returned to us because the processing of your P2P Payment Instruction could not be completed.
3. We will use reasonable efforts to complete all of your P2P Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account does not contain enough available funds to complete the P2P Payment Instruction or the P2P Payment Instruction would exceed the credit limit of your overdraft account;
 2. The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the P2P Payment Instruction;
 3. The payment is refused or returned by Recipient or Recipient's Financial Institution,
 4. You have not provided us with the correct information, including, but not limited to: the correct P2P Payment Instructions, Eligible Transaction Account information, or the correct name, mobile phone number or email address of the Recipient to whom you are initiating a P2P Payment Instruction; and/or
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution or interference from an outside force) which prevent the proper execution of the P2P Payment Instruction.
4. It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information that they enter into the Service (including but not limited to the P2P Payment Instructions and name, mobile phone number and/or email address for the Receiver to whom you are attempting to send the P2P Payment Instruction), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient.
5. You agree that your authorization provided on the Site is conclusive evidence that with regard to each P2P Payment, You authorize and are empowered to authorize Us to submit the P2P Payments on your behalf.

8. Your Representations and Agreements; Indemnity

With respect to each and every request for a P2P Payment initiated by You, You represent and warrant to Us and agree that:

1. You are authorized to initiate such request for a P2P Payment and hereby authorize Us to initiate each P2P Payment requested by you in the amount provided that:
2. Such authorization is operative at all relevant times, including, without limitation:
 1. the time you establish the preauthorization on the Site,

2. the time you initiate a P2P payment, and
3. the time of transmittal or debiting by Us as provided herein
3. Your P2P Payments are not prohibited as set forth in the Prohibited Payments section of this disclosure,
4. You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control (OFAC), and
5. You shall comply with and perform all of your obligations described in any other applicable Agreement. You shall indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

9. Prohibited Payments

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

1. Payments to persons or entities located in prohibited territories (including any territory outside of the United States);
2. Payments that violate any law, statute, ordinance or regulation;
3. Payments that violate the Acceptable Use terms in the Relationships to Other Agreements section below;
4. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
5. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
6. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multilevel marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, layaway systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the

sale of items before the seller has control or possession of the item, (4) constitute money laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services;

7. Tax payments and court ordered payments including but not limited to Alimony and Child Support.
8. In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to any charity or nonprofit organization unless we have performed appropriate due diligence on and investigation of such charity or nonprofit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our independent contractors or other third parties to whom we assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us immediately of any violations of this section or the Agreement generally.

10. Our Responsibilities, Liability, Limitations on Liability; Indemnity

In the performance of the services required by this Agreement, We shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. We shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any P2P Payments initiated by You) or those of any other person, including, without limitation, any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including, without limitation, the return of a P2P Payment by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Our agent. You agree to indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that We are responsible for any act or omission of You or any other person described in this section.

1. IN THE EVENT OF OUR LIABILITY, WE SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY US AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
2. Without limiting the generality of the foregoing provisions, We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Our reasonable control.

In addition, We shall be excused from failing to transmit or delay in transmitting a P2P Payment if such transmittal would result in Our having exceeded any limitation upon Our intraday net funds position established pursuant to present or future Federal Reserve guidelines or in Our reasonable judgment otherwise violating any provision of any present or future risk control program of Ours, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

3. Subject to the foregoing limitations, Our liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Our option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that We are responsible for any act or omission of You or any other person described in this section.

11. Inconsistency of Name and Account Number

You acknowledge and agree that, if a P2P Payment describes the Receiver inconsistently by name and/or account number, P2P Payment may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that Your obligation to pay the amount of the P2P Payment to Us is not excused in such circumstances.

12. Amendments

From time to time, We may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cutoff time, any business day. Such amendments shall become effective at the time they are posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Additionally, we may, from time to time, revise or enhance the Service and/or related applications, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications, and limit access to only the Service's more recent revisions or enhancements.

13. Notices, Instructions, Etc.

1. Except as otherwise expressly provided herein, We shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.
2. We shall be entitled to rely on written notice or other written communication (including, without limitation, electronic information entered on the Site) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.

14. Cooperation in Loss Recovery Efforts

In the event of any damages for which We or You may be liable to each other or a third party pursuant to the services provided under this Agreement, We and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.

15. Relationship to Other Agreements

You agree that when you use the Service, you will remain subject to the terms and conditions of all existing agreements with our affiliates and us, including but not limited to the Membership and Account Agreement, Arbitration Agreement and Electronic Funds Transfer Agreement and Disclosure which can be found on our website.

In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which We are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and We shall incur no liability to You as a result of such violation or amendment. No course of dealing between Us and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between Us and You regardless of whatever practices and procedures We and You may use.

16. Text and Email Alerts

You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

a. General Provisions for All Text Alerts

By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, contact your Financial Institution.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents and agree to its terms.

Transfer Money (A2A) Disclosure

USER AGREEMENT FOR TRANSFER MONEY (A2A SERVICES)

BY SUBMITTING YOUR APPLICATION FOR AN ACCOUNT WITH US, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR TRANSFERRING FUNDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU (END-USER) AND US (FINANCIAL INSTITUTION). THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY.

These terms and conditions (the "Agreement") between you, the depositor (hereafter "You" or "Your") and your Financial Institution or its designated third-party processor ("Financial Institution"), authorize Financial Institution to initiate credit and debit entries (each an "Entry") by means of the Automated Clearing House (ACH) Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association on your behalf. Each Entry shall be preauthorized and evidenced by a request initiated electronically as described herein, and will be received by a financial institution with which You have a deposit relationship (an "External Account").

1. Transmittal of Requests for Entries By You

You shall transmit requests for transfers, either credit or debit Entries to Financial Institution via the forms and formats accessible on the Financial Institution's online banking web site (the "Website"). Before You will be permitted to submit any request for an Entry, You will be required to agree to this Agreement, and follow the procedures set forth on the Website to verify that you are authorized to transact business on the relevant External Account.

2. Available Balance

You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Service. Your Financial Institution will not complete a bill payment transaction if there is not a sufficient available balance in the funding account. For more information on what is meant by Available Balance, see the Overdrafts section of the Membership and Account Agreement.

3. Transaction Limits

There is no limit to the number of transfers in and out of your account that you can make per day. Transfers are limited to \$10,000 per day. However, both the per transaction volume limit and per transaction dollar amount limit are subject to change depending on your account status with us or other circumstances per our discretion.

4. Security Procedure

- a. You and Financial Institution shall comply with the security procedure requirements with respect to Entries transmitted by You to Financial Institution, as well as those required in connection with the On-line Services generally. You acknowledge that the purposes of such security procedures are for authentication and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Financial Institution and You. Your verification that the Entry you submit on the Website is your agreement to take full and final responsibility for any and all errors relating to or concerning the Entry.
- b. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of requests for Entries. You warrant

that no individual will be allowed to initiate transfers on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Website, the Online Services, or otherwise provided by the Financial Institution. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Financial Institution immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification plus a reasonable time period thereafter for Financial Institution to act on such notice.

5. Compliance with Security Procedure

- a. If a request for an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Financial Institution, and Financial Institution shall initiate the Entry on your behalf and, except as limited by applicable law, You shall be obligated to pay Financial Institution the amount of such Entry even though the Entry (or request) was not authorized by You, provided Financial Institution accepted the Entry in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such Entry. Financial Institution shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for an Entry matches the password associated with Your Account on the Website.
- b. If a request for an Entry (or request for cancellation or amendment of an Entry) received by Financial Institution was transmitted or authorized by You, You shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

6. Processing, Transmittal and Settlement by Financial Institution

Except as provided in the Rejection of Entries section of this disclosure, Financial Institution shall (i) process requests for Entries received from You that comply with this Agreement and the Rules, (ii) create Entries on your behalf, and serve as their Originator, as such is defined in the Rules, (iii) transmit such Entries as an Originating Depository Financial Institution to the applicable Automated Clearing House ("the ACH") acting as an Automated Clearing House Operator, and (iv) settle for such Entries as provided in the Rules.

7. Rejection of Entries

Financial Institution may reject any request for an Entry which does not comply with the requirements of the Transmittal of Requests for Entries by You, or Security Procedures sections of this disclosure. Financial Institution may reject a request for an Entry for any reason, including, without limitation, any request for an Entry that fails to comply with its account balance obligations under the The Account section of this disclosure, or the security requirements and procedures on the Website or this Agreement. Financial Institution shall notify You by phone, and/or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH or, its Effective Entry Date. Financial Institution shall have no liability to You by reason of the rejection of any such request for an Entry, any actual Entry or the fact that such notice is not given at an earlier time than that provided for herein. Financial Institution may

impose restrictions or terminate your ability to participate in the Service in the event of excessive returns or any other practice it deems to constitute a risk.

8. Cancellation or Amendment by You

You shall have no right to cancel or amend any request for an Entry after its receipt by Financial Institution. The Website will prompt you to verify the accuracy of each request prior to its transmission to Financial Institution. However, if such request is pending, but not transmitted to the ACH, Financial Institution shall use reasonable efforts to act on a request by You for cancellation or amendment of an Entry prior to transmitting it to the ACH but shall have no liability if such cancellation is not affected. You shall reimburse Financial Institution for any and all expenses, losses, or damages Financial Institution may incur in effecting or attempting to affect any request for an Entry, or the cancellation or amendment of an Entry.

9. Notice of Returned Entries

Financial Institution shall notify You by email to your email account associated with your access to the Website, by phone, and/or in writing of the receipt of a returned Entry from the ACH no later than within a reasonable time after Financial Institution receives such notice. Except for an Entry retransmitted by You in accordance with the requirements of the Transmittal of Requests for Entries by You section of this disclosure, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH if Financial Institution complied with the terms of this Agreement with respect to the original Entry. You shall reimburse Financial Institution for any and all expenses, losses, or damages relating to or in connection with any returned Entry.

10. Payment by You for Entries

You shall ensure the amount of each Entry transmitted to the ACH, for debit transactions with an External financial institution, by Financial Institution pursuant to this Agreement, is available in the applicable account at such time on the Settlement Date with respect to such Entry. Available balance is described within the Overdrafts section of the Membership and Account Agreement.

11. The Account

You shall at all times maintain a balance of available funds in the Account sufficient to cover Your payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Your obligations under this Agreement, You agree that Financial Institution may, without prior notice or demand, debit any account maintained by You with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to You, in order to obtain payment of Your obligations under this Agreement.

12. Account Reconciliation

Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be reflected on Your periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and You. You agree to notify Financial Institution promptly of any discrepancy between Your records and the information shown on any periodic statement. If You fail to notify Financial Institution of any discrepancy within thirty (30) days of mailing (or in the case of electronic delivery, making available by Financial Institution) of a periodic statement containing such information, You agree that Financial Institution shall not be liable for any other losses resulting from Your failure to give such notice or any loss or interest or any interest equivalent with respect to an Entry shown on such periodic statement, and You shall be precluded from asserting such discrepancy against Financial Institution, except as limited by applicable law. Notwithstanding the foregoing, in the event of

a conflict or inconsistency between this Agreement, or your deposit Agreement with Financial Institution, Your Deposit Agreement shall control.

13. Your Representations and Agreements; Indemnity

With respect to each and every request for an Entry initiated by You, You represent and warrant to Financial Institution and agree that (a) You are authorized to initiate such request for an Entry and hereby authorize Financial Institution to initiate each Entry requested by you to credit or debit the External Account on the Transfer Date shown on such request for an Entry, in the amount provided (b) such authorization is operative at all relevant times, including, without limitation, (i) at the time you establish the preauthorization on the Website, (ii) at the time you request an Entry, and (iii) at the time of transmittal or debiting by Financial Institution as provided herein, (c) requests for Entries transmitted to Financial Institution by You are limited to those types of Credit Entries set forth in the Transmittal of Requests for Entries by You section of this disclosure, (d) You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control (OFAC), (e) You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution of final settlement for such Entry, and (f) You shall comply with and perform all of your obligations described in any other applicable Agreement. You specifically acknowledge that You have received notice of the rule regarding provisional payment found in the ACH and Wire Transfers part of the Account Access section of the Membership and Account Agreement and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and You shall not be deemed to have paid the Receiver the amount of the Entry. You shall indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

14. Financial Institution Responsibilities, Liability, Limitations on Liability; Indemnity

In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. FINANCIAL INSTITUTION SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. Financial Institution shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any request for Entry received from You) or those of any other person, including, without limitation, any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including, without limitation, the return of an Entry by the applicable Receiver or Receiving Depository Financial Institution). No such person shall be deemed Financial Institution's agent. You agree to indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person the Financial Institution is responsible for, any act or omission of You or any other person described in part (a) of this section.

- a. IN THE EVENT OF FINANCIAL INSTITUTION'S LIABILITY, FINANCIAL INSTITUTION SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES. IN NO EVENT SHALL FINANCIAL INSTITUTION BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR

CONTEMPLATED BY THE FINANCIAL INSTITUTION AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM FINANCIAL INSTITUTION'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

- b. Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's reasonable control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise violating any provision of any present or future risk control program of Financial Institution, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- c. Subject to the foregoing limitations, Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Financial Institution is responsible for any act or omission of You or any other person described in part (a) of this section.

15. Inconsistency of Name and Account Number

You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by You, even if it identifies a person different from the named Receiver, and that Your obligation to pay the amount to the Entry to Financial Institution is not excused in such circumstances.

16. Notifications of Change

Financial Institution shall notify You of all notifications of change received by Financial Institution relating to requests for Entries transmitted by You by phone, and/or in writing within a reasonable time after the receipt thereof.

17. Amendments

From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cutoff time, any business day. Such amendments shall become effective upon receipt of notice by You or such later date as may be stated in Financial Institution's notice to You.

18. Notices, Instructions, Etc.

- a. Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.

- b. Financial Institution shall be entitled to rely on written notice or other written communication (including, without limitation, electronic information entered on the Website) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.

19. Evidence of Authorization

You agree that your authorization provided on the Website is conclusive evidence that with regard to each request for an Entry, You authorize and are empowered to authorize Financial Institution to submit Entries on your behalf, and that you are and continue to be authorized to transact business on each External Account, for which You have established a preauthorization. In addition, You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.

20. Cooperation in Loss Recovery Efforts

In the event of any damages for which Financial Institution or You may be liable to each other or a third party pursuant to the services provided under this Agreement, Financial Institution and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.

21. Termination

You may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately upon providing written notice of such termination to You. Any termination of this Agreement shall not affect any of Financial Institution's rights and Your obligations with respect to Entries initiated by You prior to such termination, or Your payment obligations with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement.

22. Relationship to Other Agreements

You agree that when you initiate Credit or Debit Entries involving an External Account, you will remain subject to the terms and conditions of all existing agreements with our affiliates and us, including but not limited to the Membership and Account Agreement, Arbitration Agreement and Electronic Funds Transfer Agreement and Disclosure which can be found on our Website. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to You as a result of such violation or amendment. No course of dealing between Financial Institution and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Financial Institution and You regardless of whatever practices and procedures Financial Institution and You may use.

23. Text and Email Alerts

You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account

transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

- a. General Provisions for All Text Alerts: By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, contact your Financial Institution.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents and agree to its terms.

Pay Bills (Bill Pay) Disclosure

USER AGREEMENT FOR PAY BILLS (BILL PAY SERVICES)

BY SUBMITTING YOUR APPLICATION FOR AN ACCOUNT WITH US, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR PAY BILLS (BILL PAY SERVICES). THIS IS A LEGAL AGREEMENT BETWEEN YOU (END USER) AND US (FINANCIAL INSTITUTION). THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY.

1. Eligibility

If you have an active account permitted for the Pay Bills, Bill payment Services at your Financial Institution you may use the online or mobile bill payment service (the "Bill Payment Service").

2. Payment Dates

With the Pay Bills, Bill Payment Service you can schedule a bill payment for a single one-time, future day or as a recurring payment. Any recurring payments scheduled to be delivered on Saturday, Sunday, or any holiday observed by your Financial Institution will be processed the prior business day.

3. Use of Bill Payment Service

You must provide sufficient information about each bill payee to direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. While most payees can be paid through the Bill Payment Service, we reserve the right to refuse to pay certain payees. In this event, we will notify you that Bill Payment Service cannot be used for the payee. We do not recommend that you use bill payments to pay taxes, to make federal or court-ordered payments, to pay municipal or state utilities, or to settle any securities transaction and any such payments that you choose to schedule are at your own risk. Your Financial Institution will not be liable for any late fees, claims, or damages resulting from your use of the Bill Payment Service to make any of these types of payments. You can only make bill payments to payees with United States addresses.

4. Bill Payment Transfer Methods

Your Bill Payment Service payment will be made either by transferring funds electronically (Automated Clearing House or "ACH" transaction) or by sending a paper check to the payee. ACH transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments made by paper check will be debited to your account as any other personal check. If you authorize a recurring payment to any payee, those payments will continue until the specified end date unless you cancel the recurring payment or there is not a sufficient available balance to allow the payment. You assume the risk of loss due to an overpayment to the payee on any payment you initiate using the Bill Payment Service.

5. Funding Account

When you instruct us to make a payment through the Bill Payment Service, you must designate an active account from which that payment is to be made. The funding account must be an account that is accessible through the Services. If you do not have an active account, you may not use Bill Payment Service.

6. Scheduling Payments

The earliest possible Send Date and Deliver Date will be displayed in the Pay Bills screen for each payee. In general, you will need to allow at least three (3) business days to ensure on-time payment for an ACH transaction and seven (7) business days if the payment is to be made by issuing and

mailing a paper check to the payee. Your Financial Institution is not responsible for delays in the U.S. mail or for processing delays by the payee. Your Financial Institution is not liable for any late charges imposed by the payee except as otherwise provided under this Agreement.

7. Canceling Payments

Your Financial Institution withdraws funds from the funding account on the Send Date. You may use the Bill Payment Service to cancel or edit any scheduled bill payment until we begin processing it.

8. Transaction Limits

There is no limit to the number of bill payments in and out of your account that you can make per day. Transfers are limited to \$25,000 per day. However, both the per transaction volume limit and per transaction dollar amount limit are subject to change depending on your account status with us or other circumstances per our discretion.

9. Available Balance

You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Service. Your Financial Institution will not complete a bill payment transaction if there is not a sufficient available balance in the funding account. For more information on what is meant by Available Balance, see the Overdrafts section of the Membership and Account Agreement.

10. Expedited Bill Payment

For a separate fee, Expedited Bill Payment allows you to make a next day bill payment to certain payees by overnight check ("Expedited Bill Payment by Overnight Check"). Stop payments cannot be placed on Expedited Bill Payments. Expedited Bill Payments must be requested by a certain cutoff time each day. Expedited Bill Payment will not be listed as an option for a payee if you are requesting a payment after that payee's cutoff time for the day. Overnight Checks can only be sent to valid street addresses in the continental United States; no check can be sent to a post office box or outside of the continental United States. Checks will be sent by a commercial overnight delivery service; the time of delivery will be dependent upon the delivery service.

11. Text and Email Alerts

You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

a. General Provisions for All Text Alerts

By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, contact your Financial Institution.

12. Relationship to Other Agreements

You agree that when you use the Bill Payment Service, you will remain subject to the terms and conditions of all existing agreements with our affiliates and us, including but not limited to the Membership and Account Agreement, Arbitration Agreement, and Electronic Funds Transfer Agreement and Disclosure which can be found on our website.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents, and agree to its terms.