

ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES

Terms, Conditions and Limitations of Your Relationship with the Credit Union. The purpose of this Section is to state the terms and conditions that apply to all of your accounts, account services or other relationships with us, including without limitation loan, safe deposit and other services. You understand that the agreements, terms, conditions, rules and regulations applicable to your loans, and any other applicable account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Further, to the extent that the terms of a specific Subsection of this Agreement vary from the terms set forth in this Section, the specific terms and conditions of the Subsection will govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in your Account Card(s), account receipts, addenda or schedules that accompany agreements and/or disclosures, statements and certificates; any other application or agreement we require; together with the Credit Union's Bylaws, policies and procedures, which are herein collectively referred to as "Agreement". This Agreement governs all services whether opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. Transactions on your account may also be governed by agreements with third parties such as NACHA's (The National Automated Clearing House Association) Operating Rules, which agreements will also be binding upon you and the Credit Union. To the extent that the terms of any such third party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

General Definitions. In this Agreement the words "**you**" or "**your(s)**" mean everyone that signs any Application or Agreement; or is authorized to make Transactions regarding your account(s) as provided herein or by governing law, including any account service(s). "**We,**" "**us,**" or "**our**" means the Credit Union

"**Access Device**" means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services.

"**Authorized User**" means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you authorize anyone to use your access devices, that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

“Transaction or transaction” means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.

Inappropriate Transactions. You warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers’ Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union’s control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

1. **Purpose of This Agreement.** This Agreement defines your rights and the credit union's rights and responsibilities with respect to transactions. You understand that all agreements and rules and regulations applicable to your accounts and account services, as set forth in this Booklet and otherwise, remain in effect and apply to this Agreement, **except as specifically modified in this Section.** You agree to abide by this Agreement, and all rules, regulations and instructions of the credit union and the networks relating to the use of any Card and/or Access Device, as amended, modified or revoked. The credit union may not offer all services discussed in this Agreement at this time.

2. **Types Of Electronic Funds Transactions.** The Electronic Funds Transactions we are or may be capable of handling in the future are indicated below. Some of these services may not apply to your account(s) and/or some of these services may not be available at all terminals.
 - a. **Automatic Teller Machines (ATMs).** The credit union may issue to you an ATM card and Personal Identification Number ("PIN") to be used to make transactions. You can use your ATM card at the credit union's ATMs to:
 - (1) Withdraw cash from the account(s) designated in your Membership Application ("Application").
 - (2) Check the balances in the account(s) designated in your Application (this is called an "inquiry");
 - (3) Transfer funds between the account(s) designated in your Application; and

- b. **Debit/POS/ATM Card Transactions.** If we approve your Application for a Debit/POS/ATM Card, or other electronic Access Device, you may use your Card/Access Device to purchase goods and services at point of sale (POS) terminals designated by the credit union and anywhere participating merchants honor your Card/Access Device. Transactions hereunder will be covered by funds deducted from your primary share draft account. Subject to the limitations in the Schedule, you may pay for goods and services (or make certain other transfers if the merchant is a financial institution) at applicable terminals up to the available balance in your designated checking account and any available credit under your applicable overdraft line-of-credit, and cause that account to be debited for the amount of those purchases. Your available balance in that account may be reduced by the amount of any transaction as soon as the merchant has received authorization from us, even if the documentation evidencing the transaction has not yet been received and processed by us. A merchant is not required to receive prior authorization from us on every transaction. When the documentation has cleared through us, any hold placed on your account for the amount of the purchase or other transactions will be released and your account debited for that amount. NOTE: Cards designated as ATM only may not be used at POS or other non-ATM terminals.
- c. **Preauthorized Transfer Services.** You can authorize the following transactions without the use of an access device issued by the credit union: (1) **Payments:** You can make payments on your loans with the credit union directly from your primary share or primary checking accounts; (2) **Within credit union transfers:** You can arrange to transfer funds between your primary share and primary checking accounts. By separate application, you can arrange to transfer funds from your accounts to the account(s) of other members; (3) **Direct Deposits and Payments:** You can authorize persons or companies to make direct deposits or withdrawals to or from your share or checking accounts for payroll, pension, social security and other types of deposits or payments. You may give other persons or companies written or oral permission to transfer payments from your credit union accounts through "ACH" or other electronic means. Such agreements or arrangements are solely between you and the other person or company. The credit union shall have no responsibility or liability to you for any such transactions. Thus, you should exercise caution in providing such authority and/or information to access your accounts to others. The authority or information you give to others hereunder applies to all "ACH" or other electronic transactions, whether evidenced by any type or writing or converted to a written instrument by the other person (and/or their agents). All such transactions are deemed to be authorized by you.
- d. **Tele-Branch.** If we approve Tele-Branch access service for your accounts, you may access your accounts through Tele-Branch with an access code that we will issue. You must use your Access Device and account number to access your accounts. You may use Tele-Branch to:
- Change your access code.
 - Obtain account information related to any of your savings and loan accounts regarding current balance, checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
 - Make transfers to or from your accounts you have authorized in writing prior to such transfer request.

- Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts or have the proceeds mailed directly to you at the mailing address listed for your account.
- Withdraw funds from savings, checking and line of credit accounts by check made payable to you and mailed to you at your mailing address.
- Make loan payments from any savings or checking account to any loan account of yours (except mortgage loans).
- Issue third-party payable checks under Bill Payment Service.

Telephone services are provided by our Member Service staff during business hours. Verification of account ownership will be requested before account information is released. To ensure courteous and efficient service, supervisory personnel in our Member Service Department may monitor calls randomly.

e. **Electronic Check Conversion -Types of Transfers.** Your check or information you convey to a third party can result in an electronic funds transfer. This can happen in several ways. For example:

- You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer.
- At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event that the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer.
- Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign or your participation in the initiation of the processing of the transaction.
- This can also happen when you provide information from your check or an account to another by telephone, Internet or otherwise, who then converts the information given to an electronic transaction, ACH or otherwise.
- You agree that any such transaction is subject to all applicable terms and conditions set forth in this Membership Agreement.

f. **Web-Branch (Internet Network Connection).** If we approve the Web-Branch Service, you may access your accounts through a personal computer (PC) under the Web-Branch service with an access device. You must use your access user ID along with your password and multi factor authentication to access your accounts. You may use the Web-Branch service to:

- Change your access code.
- Obtain account information related to any of your deposit and loan services regarding current balance, checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
- Make transfers to or from your Share Savings, Custom Savings, or Checking, or such accounts you have authorized in writing prior to such transfer request.

- Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts or have the proceeds mailed directly to you at the mailing address listed for your account.
 - Withdraw funds from savings, checking and line of credit accounts by check made payable to you and mailed to you at your mailing address.
 - Make loan payments from any savings or checking account to any loan account of yours (except mortgage loans).
 - Issue third-party payable checks under Bill Payment Service.
- g. **Insufficient Funds Transactions.** If your Account balance is insufficient to cover any transaction(s), we may treat these transactions as insufficient funds transactions; or as overdraft requests if you have an approved overdraft protection plan with us. The credit union reserves the right to refuse any transaction if you do not have an approved overdraft protection agreement with us, which decision shall be in the credit union's sole discretion.
- h. **Electronic Processing and Transactions.** Due to the processing systems for electronic transactions used in the United States and by us, a payment or other transaction may be effective / posted before we are open for business on the date scheduled for the payment or other transaction. Therefore, you are responsible for insuring that your account(s) have sufficient balances as applicable for the scheduled payment / transaction one business day prior to the date scheduled. If a payment is due on a Saturday, Sunday, or Federal holiday, the payment will occur on the first business day after the due date. In these cases, you should plan to have the payment initiated on the last business day before any of these days in order to ensure your payment is made on time. You may not make payments and/or transactions to a federal, state or local governmental or tax unit, or pay child-support or alimony, or to make payments to other categories of payees that we establish from time to time using our electronic services.
3. **General Rules for Using Your Access Devices.** You acknowledge and agree to the following:
- a. Your Access Devices are for personal use only. You agree not to allow another person to use your Access Devices.
 - b. You agree not to reveal your PIN/Password(s) to another person and WILL NOT write your PIN/Password(s) on any Access Device. You are responsible for all Transactions made by you or anyone else who uses your Access Devices with your knowledge and consent. You are also responsible for unauthorized use of your Access Devices to the full extent allowed by applicable law. In addition, any person other than yourself who uses your Access Devices is responsible for all Transactions they make and for all Transactions made by others with their permission. This does not limit your own responsibility. You agree to be responsible to maintain your Access Devices with maximum security.

- c. You authorize the credit union to debit/credit your accounts for all Transactions as if each Transaction were signed by you. Further, you agree that by acceptance or use of your Access Devices the credit union is authorized to pay from any account necessary to satisfy any Transaction, fee or service charge that results from the use or misuse of your Access Devices.
- d. You acknowledge that your Access Devices remains the credit union's property and agree to surrender your Access Devices to the credit union or its agent upon demand or through retrieval by any other method.
- e. You agree to use caution when using any ATM or other electronic terminal or device to complete any Transaction contemplated by this Agreement. You further agree that the credit union shall have no responsibility to you or any user, or be liable for any personal injury or property damage, which may occur as a result of any act before, during or after a Transaction or other visit to any ATM or other electronic terminal location. You or any user assumes the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device.
- f. An Access Device may be issued to any member or joint owner of legal age when qualified under the rules, regulations, and by-laws of the credit union. Only one Access Device may be issued to each member or joint owner.
- g. If your Access Device is lost or stolen, you agree to notify the credit union immediately upon discovery of such loss or theft. Replacement of an Access Device may be issued by us at the cost set forth in the Schedule. You agree to pay the credit union the fee in effect at the time for all copies that you request from us.
- h. The credit union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the credit union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.
- i. The credit union reserves the right to add or delete ATM or other electronic terminal location or other electronic banking devices as it deems necessary.
- j. You agree to hold the credit union harmless in its pursuit to locate, apprehend, and prosecute unauthorized use of any Access Device issued by the credit union, and you agree to assist the credit union in these efforts.
- k. The credit union reserves the right to make any changes in the daily withdrawal limits it deems necessary.
- l. The credit union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Access Device.

- m. The credit union cannot stop payment on any point-of-sale Transaction.
 - n. Additional Charges for Transactions in a Foreign Currency and “Cross-Border” Transactions. Currency Conversion Fee: If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA, as applicable. The exchange rate VISA uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to US Dollars. Cross-Border Transaction Fee: In addition, VISA charges us a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, “cross-border transactions” shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside the United States. The credit union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.
 - o. You agree that by acceptance or use of an Access Device, or other Electronic Funds Transfer Services the credit union is authorized to pay from any account you have, jointly or otherwise, with the credit union any amount necessary to satisfy any transaction, fee or service charge that results from your use or misuse of such services.
 - p. You will not obtain any Access Device(s) to make transactions on your accounts with us that is not issued or approved by us.
 - q. Merchants and others who honor the Debit Card or related Access Device(s) may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.
 - r. You understand that you must keep your share and share draft checking account open in order for your applicable electronic services to remain valid. You agree to return all Access Devices if you close your account(s), or upon our request.
4. **Making ATM Transactions.** Your PIN will allow you to identify yourself when making an ATM transaction. The presentation of your ATM card together with the input of your PIN constitutes your authorization to the credit union to make transactions. You agree to follow all instructions for use of ATMs accessible by your ATM card. Difficulties or complaints concerning the use or condition of any ATM should be reported directly to the credit union. Security or safety measures should be reported directly to the owner of any ATM not owned by the credit union.

NOTE: The credit union does not accept deposits at ATM facilities.

5. **Termination and Amendment.** The credit union reserves the right at any time to terminate your right to make Transactions and to retrieve or ask for the immediate return of any Access Device it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the credit union's share account records. It is the obligation of each member to provide new addresses to the credit union.
6. **Access Device Revocation.** Any Access Device issued by the credit union may be revoked without notice to you in the event that any of the following conditions occur:
 - a. Overdrafts occur as a result of insufficient or uncollected funds on an account.
 - b. Any transaction that occurs on your account(s) which results in a monetary loss to the credit union.
 - c. Loan, VISA/MasterCard or other delinquency with the credit union.
 - d. Forced closure of a share or share draft account at the credit union due to misuse.
 - e. Special balance requirements, if any, are not maintained by you.
 - f. Any other situation in which the credit union deems revocation to be in its best interest.
7. **Transaction Fees.** You are allowed to initiate transactions at any terminal, ATM or other access means owned by the credit union or any Network indicated in the Schedule. You may be charged certain transaction and other fees as set forth in the Schedule, which will be automatically debited from your share or checking account(s). In addition, an insufficient funds fee will be automatically debited from your share or checking account(s) for any transaction which cannot be completed because of insufficient funds in your account. The credit union reserves the right to establish and maintain transaction fees and charges, which may be modified from time to time.

Note: Owners of non-credit union ATMs may charge fees in addition to any fees disclosed in the Schedule. These fees are generally called a "surcharge." This is not a fee charged by your credit union; however, any such fee will be paid from your account(s).

8. **Service Limitations, Limitation or Frequency and Dollar Amounts of Transactions. Transfer Limitations**

GENERAL LIMITATIONS GOVERNING THE AMOUNT AND NUMBER OF TRANSACTIONS ARE SET FORTH IN THE SCHEDULE. IN ADDITION, THE FOLLOWING LIMITATIONS ALSO GOVERN YOUR USE OF THESE SERVICES:

- a. **General Limitations Applicable Accounts.** For share savings and money market accounts, if applicable, you may make up to six (6) preauthorized, automatic, telephonic, or Tele-Branch transfers to another account of yours or to a third party during any statement period. Of these six (6), you may make no more than three (3) transfers to a third party by check, draft, or debit/ATM card. A preauthorized transfer includes any arrangement with the credit union to pay a third party from the member's account upon oral or written orders including orders received through the Automated Clearing House (ACH). There is no limit on the number of transactions you may make in the following manner: (1) transfers to any loan account with the credit union; (2) transfers to another credit union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the credit union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the credit union and the credit union may impose a charge.

Further, we may reduce the limit for "point-of-sale" transactions during any interruption in the electronic connection between the credit union and the retail outlet. Further, we may at any time limit or reduce the number or dollar amount of transactions when we, in our sole discretion, deem it in the best interest of the credit union.

- b. **Card / Access Device Acceptance.** We do not promise everyone will honor your Card or other Access Device, and we have no obligation to you if anyone refuses to accept your Card/Access Device. We are not liable if any merchant, bank, financial institution or other party refuses to honor your Card/Access Device, or otherwise fails to provide any services made available to you by Credit union.
- c. **POS/Debit Card Purchases.** This limit in the Schedule is in addition to any ATM withdrawals.
- d. **ATM Transactions.** Withdrawals. You may withdraw in any 24 hour period up to the daily limits as set for the in the Schedule (if sufficient funds exist in your account.) Transfers. You may transfer up to the available balance in your accounts at the time of the transfer.
- e. **Tele-Branch Service.** Your accounts can be accessed under Tele-Branch via a touch-tone telephone only. Not all push-button telephones are touch-tone. Converters may be purchased for pulse and rotary dial telephones. Tele-Branch service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. Unless otherwise specified in the Schedule, there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, **with the exception of the limitations on transfers from savings accounts, as explained above.**

- f. **Web-Branch (Internet Network Connection).** You may make Web-Branch transactions at any time seven (7) days per week. There may be some down time. Except as is otherwise provided in the Schedule or limits under other agreements with us, you may make fund transfers to your accounts or other accounts you authorize as often as you like; however, there are certain limitations on transfers from savings accounts, as discussed herein and above. Account balance and transaction history information may not show all account activity involving your accounts. You may not obtain account information related to accounts other than your accounts to which you have requested a transfer.
- g. **Bill Payment Service (Available through Web-Branch).** You may make bill payment transactions subject to the limitations in the Schedule. The credit union will process bill payment transfer requests only to those creditors the credit union has designated in the User Instructions and such creditors as you authorize and for whom the credit union has the proper vendor code number. The credit union will not process any bill payment transfer if the required transaction information is incomplete. The credit union will withdraw the designated funds from your account for bill payment transfer by midnight on the date you schedule for payment. The credit union will process your bill payment transfer within one (1) business day on the date you schedule for payment. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account, but may in our discretion do so pursuant to any applicable overdraft agreements. You must allow sufficient time for vendors to process your payment after they receive a transfer from the credit union. Please allow at least a seven (7) day lead-time prior to your due date. The credit union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You agree to follow the requirements of the Bill Payment Service User Instructions, which are incorporated herein by reference. The Bill Payment services agreement is located on our website under Online Services/Web-Branch.

THE CREDIT UNION MAY SET OTHER LIMITS ON THE AMOUNT OF ANY TRANSACTION(S), AND YOU WILL BE NOTIFIED OF THOSE LIMITS.

- 9. **Data Security for Web-Branch.** Web-Branch is accessible only over the Internet. To prevent unauthorized access to member account data, the credit union employs the Secure Sockets Layer (SSL) protocol. This prevents other computers from eavesdropping by encrypting all data transmitted between the Web-Branch server and the client. Members that live in the United States can use browsers that support 128 bit keys. Cracking a 128-bit key would involve trying all 2 to the 128th power combinations. Members that live abroad are currently restricted by the US Government to using browsers that support 40 bit keys. Cracking a 40-bit key would involve trying all 2 to the 40th power combinations, which are over one trillion combinations. A 40-bit key is less secure than a 128-bit key, but does provide an adequate level of security for member financial services.

The Secure Sockets Layer protocol validates the identity of the Web-Branch server through the use of a digital certificate. After connecting to the Web-Branch server in secure mode, our site sends a signed digital certificate, which contains the name of our Web server, its public encryption key, the certificate's validity dates, the name of the certification authority that issued the digital certificate to our site, and an unforgettable digital signature. The digital certificate authenticates to the client that a connection has indeed been established with the Web-Branch server.

The Secure Sockets Layer ensures that the data transmitted between the client and the Web-Branch server has not been tampered with through the use of Message Authentication Codes (MACs). This provides a quick way for the receiving end to verify that the data was not changed in route.

10. **Canceling a Bill Payment Transaction and Your Stop Payment Rights.**

Online Bill Payment Transactions: You may cancel or change a scheduled Online Bill Payment as set forth in the Schedule. After the time period set forth in the Schedule has passed it is not possible to stop or cancel a payment.

If we fail to cancel or stop any Online Bill Payment, the payment will stand unless you show us that payment to the payee was unenforceable. If we re-credit your account after transferring funds over a valid and timely cancellation request, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee, and to assist us in any legal action taken against that person.

Preauthorized Transactions: If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the credit union orally or in writing in time for us to receive your request three (3) business days or more before the scheduled date of the transfer. The credit union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. This means that the preauthorized payment and future preauthorized payments to the payee you identify may be paid by us from your account(s) after the 14th day.

If you order us to stop a preauthorized transfer three business days or more before the transfer is scheduled, and the stop payment order is made according to the terms and conditions of the account and this Agreement, including the requirement that you give us the exact amount of the debit, the next date of the debit and the exact name of the payee, and we do not do so, we will be liable for your losses or damages proximately caused by our failure.

E-Check: When any party converts any check, using the information on the paper via any means to send an electronic message to us, such message is an order by you to immediately take the money from your account. You cannot stop payment of an E-Check transaction, because it is already done.

Other Transactions: Other transactions hereunder are considered contemporaneous. Therefore, you have no right and we have no obligation to stop or to attempt to stop any other transactions.

11. **Right to Documentation.**

- a. Terminal Transactions. You can get a receipt at the time you make any transfer to or from your account using any automatic teller machine or a point-of-sale terminal. Receipts may not be provided for any terminal based transaction that is \$15. or less.

- b. Direct Deposits. If you have arranged to have direct deposits made to your accounts at least once every sixty (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 can call or write us at the telephone number or address listed in the Schedule to find out whether a deposit has been made. If the only possible transfers to or from your accounts are direct deposits, you will get a statement from us at least quarterly.
 - c. Periodic Statements. Transfers and withdrawals transacted through an ATM or POS terminal, Tele-Branch, Web-Branch, or debit card purchase will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.
12. **Notice When Amount of Preauthorized Payment(s) Vary.** If you preauthorize the credit union to make payments to persons or companies other than the credit union that vary in amount, then the person or company you are going to pay has the obligation to notify you ten (10) days before each such payment is due and how much it will be. (When required, you must fill out an appropriate agreement with the credit union authorizing such payments, the terms of which are incorporated herein). You may choose instead to get this notice only when the payment differs by more than a certain amount from the previous payment, or the amount falls outside certain limits that you set.
13. **Liability For Failure to Make a Transaction.** If the credit union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the credit union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:
- a. You do not have enough money in your account to make the transaction through no fault of ours.
 - b. The transaction goes over the credit limit on your overdraft line.
 - c. The terminal where you were making the transaction does not have enough cash.
 - d. The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
 - e. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
 - f. You have not properly followed instructions for operation of the ATM or system.
 - g. The funds in your account are subject to legal process or other similar encumbrance.
 - h. The transaction would exceed one of the established limits contained in this Agreement or by other credit union agreements.

- i. Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.
14. **Information Disclosure.** We will disclose information to third parties about your account or the transactions you make: (1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.
15. **Business Day Disclosure.** Our business days are set forth in the Schedule.
16. **In Case of Errors or Questions About Transactions.** In case of errors or questions about your electronic transfers, call or write us at the address or phone number set forth on the schedule as soon as you can. (For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or VISA/MasterCard Credit Card Agreement for a description of your rights.) We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide the following information:
- 1. Tell us your name and account number.
 - 2. Describe the transfer you are unsure about, and include to the extent possible, the type, date and explain as clearly as you can why you believe it is an error or why you need more information.
 - 3. 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 ten (10) business days, at the address listed in this Agreement and Disclosure.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred.

If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you, within two (2) business days, after providing the provisional credit, with the amount you think is in error, and the date, so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final).

For transactions initiated outside the United States, or resulting from a point-of-sale debit card transaction, we will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

Special Rules for Provisional Credit for Debit/ATM Card Transactions

If you believe a Debit Card Transaction was unauthorized, we will re-credit your account within five business 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 put your complaint in writing, we need not re-credit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

17. **Your Liability for Unauthorized Transaction.** Tell us AT ONCE if you believe your Access Device has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your Access Device, you are responsible for any transactions they authorize or conduct on any of your accounts.

Special Notice to VISA Debit Cardholders. If there is an unauthorized use of your Debit Card or an Internet transaction, and the transaction takes place on the network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, you can lose no more than \$50 if someone uses your card and PIN 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, PIN or Access Code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500. In no event will you be liable for more than \$50 for any unauthorized transaction.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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 that your Card or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must call or write us at the address or phone number set forth on the schedule.

If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods.

18. **Reporting A Lost Card, Access Device, PIN, or Tele-Branch PIN.**

If you believe that any Access Device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us. You can call the credit union or write us at the telephone number or address listed in this Booklet or the Schedule. If you recover your Card/Access Device after you have notified us, DO NOT USE IT.

Consent and Agreement to Receive Disclosures Electronically

Introduction

This Consent and Agreement is found on our web site. It is to be reviewed and accepted or declined when signing up to receive disclosures electronically. You also have the opportunity to make this decision when opening or modifying an account. This is done by so indicating on the Membership Card.

Agreement for Receiving Electronic Disclosures

1. **Agreement.** You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically to the email address provided in your application: Membership Application and Signature Card (hereinafter all such documentation is referred to as “electronic record(s)”, or by using other electronic methods allowed pursuant to applicable laws and regulations to provide electronic records to you. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records call, write or e-mail us as set forth in the Schedule. If an email is returned undeliverable, we will change your account statement status to paper and will provide your periodic statement via US mail to your address of record. Thereafter, it will be your responsibility to re-apply for any electronic notification or disclosure services we offer and/or to provide notice of your correct address pursuant to your membership Agreement with us. If you withdraw your consent we have the right to assess any applicable fees as set forth in the Rate and Fee Schedule.

The Credit Union must receive notification of any change in email address at least three business days prior to the last business day of the month to give us time to affect the change. Failure to do so may result in a delay or lack of delivery of your statement for the given period. To change your email address you must so indicate the new address after signing into your Web Branch.

Upon receipt of your consent, we will provide all electronic records to you as applicable, to the email address that you provide. You may be required to enter a logon that will be assigned by the Credit Union together with a PIN and/or password, created by you, to access the all or certain electronic records. It is your sole responsibility to protect your logon and password from unauthorized persons. You understand that you have no

expectation of privacy if electronic records are transmitted to an email address owned by your employer or any other persons that are not owner, borrowers, authorized users, etc. You further agree to release the Credit Union from any liability if the information is intercepted or viewed by and unauthorized party at the email address in your Membership Application and Signature Card selected by you, or any updates thereto that are provided to the Credit Union.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will only disclose information to third parties about your account (a) in order to comply with government agency or court orders; or (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (c) if you give us your written permission.

SYSTEM UNAVAILABILITY

Access to the Service may be unavailable at certain times for the following reasons: (1) Scheduled maintenance - There will be periods when systems require maintenance or upgrades; (2) Unscheduled maintenance - Service may be unavailable when unforeseen maintenance is necessary; or, (3) System Outages - Major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, that may cause system unavailability. Credit Union will make all reasonable efforts to ensure the availability of the Service. However, Credit Union is in no way liable for the unavailability of the Credit Union E-Statements Service or any consequential damages that may result.

TERMINATION OF AGREEMENT AND SERVICE

You may cancel this Agreement and terminate your Service with Credit Union at any time by notifying Credit Union either orally or in writing and discontinuing the use of the Service. The Credit Union may terminate its Service and this Agreement and Disclosure at any time by giving you advance notification via email.

Bill Pay Service Agreement

Bill Pay is an electronic payment service. I may use a personal computer to access the Bill Pay service through Credit Union's web page on the Internet and PCU Teller.

Bill Pay allows me to schedule bill payments electronically. Subject to any regulatory or Credit Union imposed limitations on usage, I can arrange for the payment of my bills from a Credit Union checking account. Access to Bill Pay is made available pursuant to a license agreement by and between Credit Union and IPay Corporation. Any interruption of service or access caused by IPay Corporation will prevent my use of the service. To utilize the services, I will need to enter my User ID and assigned PCU Teller Password ("Access Device") and otherwise satisfy the system's security procedures.

Detailed instructions for use of Bill Pay are contained in the online help menus available while using Bill Pay.

Designation of Account(s). In order to use Bill Pay I understand that I must have a checking account with the Credit Union. That checking account, or the one I designate if I have more than one, will be treated as the designated checking account for transactions accomplished through Bill Pay (Bill Pay Account). Bill payments may only be processed using my Bill Pay Account.

I may have multiple designated Bill Pay checking accounts, but each one must have its own payee list, and I will be charged the Bill Pay fees for each of the checking accounts I establish as a Bill Pay Account.

Equipment and Technical Requirements. I understand that to have Bill Pay access, I am required to acquire the necessary equipment, services and software. These include :

- A personal computer with a connection to the Internet, and Acrobat Reader 4.05 or greater version.
- Web Browser recommendations: Internet Explorer 6.0 Serv Pack 2 and higher and Mozilla Firefox 2.0 and higher
- For security reasons, e-statements can only be accessed using a web browser that supports 128-bit encryption.
- If you use Microsoft Internet Explorer for your browser, you may need the following setting enabled to view your statement:
- In the browser, go into your "Tools" from the menu bar;
 - Choose "Internet Options",
 - Choose "Advanced",
 - Scroll down to "Security",
 - Place a check mark in the box for "Do not save encrypted files to disk",
 - Choose "Apply"

As browsers are updated over time, older versions may not function effectively for Bill Pay. It is my responsibility to upgrade my browser, when it becomes apparent it is needed, to ensure that I can access the Bill Pay system. These requirements are more fully described in my Membership Agreement with the Credit Union, the terms and conditions of which are incorporated herein by reference.

Transaction Modes. Bill payments can be entered on the single payment, multiple payments or recurring payments screens. Using any of these screens, I must enter a payment date or a start and end date, depending on the type of payment, for my bill payment. Bill payments are scheduled by me to be debited from my Bill Pay Account based on the date(s) I enter on one of the bill payment screens.

If I designate a payment with payment date of today's date, sufficient funds must be available on the day and at the time I request the payment. Bill payments with today's date as the bill payment date may not be canceled or changed for any reason once I ended a Bill Pay session, as funds are immediately deducted from my Bill Pay account. I may, however, edit or delete the payment up until I terminate my Bill Pay session.

Bill payments can be scheduled with a bill payment date in the future, up to 364 days in advance of the bill payment date. The bill payment date will be the date I entered, or the next business day should the bill payment date fall on a weekend or holiday. Sufficient funds must be available by midnight of the night before the processing date, but will be deducted from my Bill Pay Account on the bill payment date entered by me. These transactions may be canceled or changed until midnight of the night before the bill payment date.

If I designate a bill payment as a **"Recurring"** transaction, I may request, and Credit Union will use, a start date that reoccurs on a specified regular basis (i.e., weekly, bi-weekly, monthly, etc). I will designate a "start" and "end" date. Sufficient funds must be available by midnight of the night before Start Date, but will be deducted from my Bill Pay Account on the start date. **"Recurring"** transactions may be canceled or changed until midnight of the night before the start date. Recurring transactions can be scheduled to occur for up to 40 years.

Transaction Processing. Funds will be taken out of my Bill Pay Account on the bill payment date entered by me. In many cases, my bill payments are electronically delivered to the payee within two business days of the bill payment date. However, some payees are not set up to accept electronic payment. In these cases, a check will be sent, which may take seven business days to process and deliver to the payee. Bill Pay provides an indication of how many business days to allow for each payee I designate. This indication is, however, only an estimate and actual receipt of payment may be longer.

I must allow sufficient time (up to 7 business days, as indicated) for Bill Pay to receive my request and process the bill payments so that the funds can be delivered to the payee before the payment due date, or for mortgage payments, on or before the due date (the due date shown on my invoice or provided in my agreement with the payee, not taking into account any grace period provided by the payee). If I do not allow sufficient time, I will assume full responsibility for all late fees, finance charges, or other actions taken by the payee. There may be some down time beyond the control of the Credit Union, in which case you will be responsible for making alternate payment arrangements. If I properly schedule my payment with sufficient time, and the payment is not received by the payee, or is received late, Bill Pay Member Service will assume responsibility for any late fees or finance charges, if I notify Bill Pay Member Service of such late fees or finance charges within a reasonable time. The entire process for initially setting up the relationship between a user and a new payee, including the issuing of pre-notifications, normally takes up to 5 business days. Once the payee is set up, the payee's status on the Bill Pay Payee screen will change from pending to available.

Credit Union is responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a payment to the designated payee. Credit Union is not liable in any way for damages I incur if: I do not have sufficient funds in my account to make the payment on the processing date; the estimate of time to allow for delivery to the payee is inaccurate; there are mail delivery delays, changes of merchant address or account number; any merchant fails to account correctly for or credit the payment in a timely manner; or for any other circumstances beyond the control of Credit Union. If a payment is made through use of Bill Pay with insufficient funds in my account on the processing day, I may be subject to a non-sufficient funds fee pursuant to the terms of the Deposit Account Agreement governing the account and Credit Union's Funds Availability Disclosure.

I must keep Bill Pay Member Service aware of any changes in my current home or business phone numbers and addresses or e-mail address, as applicable. I am responsible for monitoring the Bill Pay activity to verify that I did not have a payment that was not processed due to insufficient funds in my account. If a payment is not processed due to insufficient funds, the payment will be automatically retried the following business day. If the payment fails again a "message" on the Bill Pay Activity screen will indicate failed transactions. If I do have a payment that failed because of insufficient funds in my account, I am responsible for either making alternate arrangements for the payment or rescheduling the payment through Bill Pay.

Canceling or Modifying Bill Pay Authorized Payments.

You may cancel or modify a scheduled Bill Pay Payment by selecting and accurately completing the appropriate fields from the Bill Pay menu. Any instruction to cancel or modify a Bill Pay Payment must be made by the midnight of the day before the scheduled processing day. If you do not accurately complete the appropriate instructions prior to that time, we may process the transaction.

After this date it is not possible to stop or cancel a payment. You may delete merchants from the Service through the Bill Pay screens.

In order to request a cancellation of a payment or modify a Bill Pay transaction designated with a future bill payment date or a "Recurring" date, I must use Bill Pay and follow the instructions provided to me. I must cancel the payment using Bill Pay by midnight of the day before the scheduled processing day.

If Bill Pay is not accessible however, I understand you will only accept a verbal or written notice to cancel a Bill Pay transaction if it relates to a payment designated as "Recurring" or with a future payment date. I understand that this notice is acceptable only if it is received in one of the following ways: (1) **Email** - You can contact us by email at information@mtcfederal.com (please remember that email is not secure - do not include account numbers or personal information); (2) **Telephone** - You can contact us by telephone at (864) 908-3437 or (800) 442-7792 toll free; (3) **Facsimile** - You can contact us by fax at (864) 908-3437; (4) **Postal Mail** - You can write to us at: P.O. Box 1944 Greenville, SC 29602 and (5) **In Person** - You may visit us in person at any one of our branch locations. These actions must be no later than three business days before the scheduled date of the payment. If I call, you may also require me to put my request in writing and get it to you within fourteen days after I call. If the payment was designated as "Recurring," the notice must detail whether the cancellation applies to only one of the recurring transactions or all transactions in the recurring stream. There may be a fee associated with canceling a payment.

Limitations on Bill Pay Services

- **Dollar Amounts.** There is a dollar limit of \$9,999 (or the available balance in my designated funding account, whichever is less) on my Bill Pay account in any 24-hour period.
- **Available Funds Required.** All bill payments initiated through Bill Pay are subject to sufficient funds being available in the affected account to cover the payment on the Bill Payment Date.

- **Payees.** I may utilize the Bill Pay service to make bill payments to any number of payees. Any payee I wish to pay through Bill Pay must be payable in U.S. Dollars and be located in the United States. Each payee must appear on the payee list I create with you and the account I am paying with must be in my name. I may not use Bill Pay to make payments to a collection agency, federal, state or local governmental or tax unit, or to pay child support or alimony, nor to make payments to other categories of payees that you establish from time to time.
- **Payment Dates.** If a payment is due on a Saturday, Sunday, or Federal holiday, Bill Pay will schedule the payment to occur on the first business day after the due date. In these cases, I should plan to have the payment initiated on the last business day before any of these days in order to ensure my payment is made on time.
- **Telephone Access.** The following may not be accomplished over the phone: User Access Code changes (including passwords); setting up payee accounts; and, except when Bill Pay is not accessible over the Internet, canceling or modifying a Bill Pay transaction or modifying a Bill Pay Authorized Payments. (See paragraph entitled "Canceling or Modifying Bill Pay Authorized Payments).