

1st Community Federal Credit Union

Online Banking Use Agreement, Authorization to Receive Electronic Statements and Other Disclosures, and Electronic Bill Payment

Revised: April 17, 2026

1. 1st Community FCU's online banking system (hereinafter called the SYSTEM), is provided as a service of the CREDIT UNION and permits access to your account information and, upon request, allows account transactions to be conducted. By accessing the SYSTEM, you are verifying that you are the account holder or you have full legal authority granted by the account holder to obtain information and conduct transactions. Reference to "computer" in this Agreement shall mean any electronic and/or digital device that provides web browser capabilities, including personal computer, laptop, personal digital assistant, and mobile and/or smartphone compatible with the SYSTEM.

2. When you Enroll you are required to permit access through the SYSTEM. The first time you login to the SYSTEM, you will be required to enter your Account Number (account/membership number), social security number and date of birth. Then set up your Username and Password to access your account/membership. A verification code will be sent to the email address on your account. Enter the verifications code, hit submit and you will be logged in to the System. You authorize the CREDIT UNION to follow any instructions entered through the online banking SYSTEM using your password. You agree that you are responsible to make sure that the Account Number and password are maintained in a secure manner and not disclosed to any person who is not authorized to obtain account information or conduct transactions on your account.

3. If you use any method of storing the Account Number, Username and Password on your computer, you agree that you are solely responsible for any access obtained to account information or any transactions conducted on any account. If you have reason to believe that the Account Number, Username and/or Password have been disclosed to or obtained by any unauthorized person, you agree to immediately notify the CREDIT UNION.

4. When connected to or using the SYSTEM, you agree to ensure that no unauthorized persons have access to your computer or mobile device. If you fail to maintain direct control and supervision over your devices or otherwise fail to ensure that no unauthorized persons have access to your devices when connected to or using the SYSTEM, you agree that any use of the SYSTEM utilizing your password is not unauthorized use, and the CREDIT UNION and any other companies or entities involved in the design, development or operation of the SYSTEM are not responsible for any loss, expense, injury, cost or damage resulting from

any access obtained to account information or any transactions conducted on any account, to the extent permitted by law.

5. CREDIT UNION may provide documents which are delivered to you electronically. These electronic documents are accessible when you login to the online banking SYSTEM. You agree to receive these documents, and any disclosures to which you are entitled under Federal Reserve Board Regulations B (Equal Credit Opportunity Act), E (Electronic Fund Transfers Act), M (Consumer Leasing Act), Z (Truth in Lending Act), and CC (Expedited Funds Availability Act); the National Credit Union Administration Truth in Savings Regulation, the Fair Credit Reporting Act, and any other applicable state or federal regulation or statute, including but not necessarily limited to your periodic (monthly or quarterly) CREDIT UNION account statement, electronically, through your access to this system.

6. You understand and acknowledge that you presently have the right to receive such disclosures in paper form, and that you may revoke the authorization given in Section 5 at any time by providing CREDIT UNION with written notice of such revocation, at which time you will again be entitled to receive such disclosures in paper form. Whether you send such notice of revocation by paper or electronic means, the effective date of your revocation will be no more than 30 days from the day such notice is acknowledged as received by CREDIT UNION.

7. To access and retain your eStatements and other electronic disclosures, you must meet the following technical requirements. You must have Internet access and a valid email account and address. You can request access through the online banking SYSTEM or app or through the CREDIT UNION. Your computer must have installed browser software currently supported by the SYSTEM and utilizes appropriate security protections. If you fail to use current, supported browser software, the CREDIT UNION and any other entities involved in the design, development or operation of the SYSTEM are not responsible for any loss, expense, injury, cost or damage resulting from any access obtained to account information or any transaction conducted on any account. For eStatements and other electronic documents, you must have access to a printer or the ability to download information to keep copies of electronic documents for your records.

8. You understand and agree that you must notify CREDIT UNION if your email address changes, by providing the CREDIT UNION with written or electronic notice of any such change in address, and that the effective date of this new email address will be no more than 30 days from the day such notice is acknowledged as received by the CREDIT UNION. You hereby hold the CREDIT UNION harmless in the event that you have not received any required statement or other notice as a result of your failure to notify the CREDIT UNION of a change in your email address.

9. You understand and agree that even though you have agreed to receive disclosures electronically, you may contact the CREDIT UNION by email or telephone to request that the CREDIT UNION send a paper copy of a disclosure that has already been sent electronically, and that the CREDIT UNION may charge a fee for that service, which fee will be separately disclosed. You agree that such fee can be deducted by the CREDIT UNION from any account you own at the CREDIT UNION.

10. CREDIT UNION may amend the terms of this Agreement by giving you notice of the amendment. Your continued use of the SYSTEM after such notice is given constitutes your agreement to the amendments.

11. By accepting this Agreement, you acknowledge that you have read the terms of this Agreement and that you agree to be bound by these terms. When you enroll in the eStatement service, you consent to receive your periodic account statements and other disclosures electronically. If your CREDIT UNION account is owned jointly with another person(s), any one of you may consent to receive eStatements and electronic disclosures, including eNotices. Further, you understand that by accepting this Agreement, the current date will be logged as part of your account records and the SYSTEM services will be activated for your account.

***** The Following Sections Only Apply to Users of the PAYMENTUS BILL PAY SYSTEM *****

1st Community Federal Credit Union Bill Pay Terms and Conditions

1. Service Definitions.

"Agreement" means these Terms and Conditions of the CREDIT UNION Bill Pay Service.

"Biller" is the person or entity to which you wish a bill payment to be directed.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, Eastern Time, excluding Federal Reserve holidays.

"Disclosures" means terms, conditions, and other information required to be communicated to you by law.

"Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.

"External Transfers" means when you transfer funds out of your CREDIT UNION account for credit to an external account at another financial institution.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Scheduled Payment" is a payment that has been scheduled through the Service, but has not begun processing.

"Send Date" means the day the payment is sent and your account is debited. For payments sent by check, your account will be debited when the check is presented for payment.

"Service" means the Bill Pay Service offered by the CREDIT UNION, through our designated service provider.

"Service Provider" means companies that we have engaged to render some or all of the Service to you on our behalf.

2. To access and retain copies of your online statements and to utilize the Bill Pay System and to receive other related notices, you must have Internet access with a compatible browser. You may also need a PDF reader. You are solely responsible to obtain compatible hardware and software.

3. If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your electronic records, we will give you notice of our revised hardware and software requirements. Continuing to use our online and electronic bill paying services after receiving notice of the change is reaffirmation of your consent to use electronic records and to transact electronically.

4. There is no limit on the number of transfers from your Savings accounts or Club accounts if they are made in person, by Automatic Teller, or by mail, or if they are made to make monthly payments on the CREDIT UNION loans, to have funds mailed directly to you, or as a distribution of your Direct Deposit.

However, the Credit Union limits the number of certain types of fee-free transfers and/or withdrawals you can make from your Savings accounts or Club accounts to six per calendar month. The types of transfers that are limited are those requested by fax, telephone, internet, pre-authorized transfers or completed through online banking or the app. Any of these transfers and/or withdrawals after six per calendar month will be charged \$1.00 per transactions per our Truth-in-Savings Fee Schedule.

5. The terms and conditions of these services are subject to change without notification to you, unless prior notification is required by law. CREDIT UNION reserves the right to revoke or refuse Account Access or Mobile Banking services.

We may cancel your Account Access services at any time with or without written notice to you. For example (and not excluding other examples), if you do not provide us with your current mailing address and email address, we may cancel your services until you provide us with your current addresses.

Your Liability for Unauthorized Transfers

6. Liability Disclosure. By applying for Account Access, you agree to accept responsibility for protecting the integrity of your Account Number, Username and Password. To help prevent unauthorized transactions and/or account access, you also agree to ensure the security of the personal computer (PC) or mobile device you own and/or use to access the CREDIT UNION Account Access service. By securing the PC or mobile device you own and/or use, we specifically mean installing antivirus software, a firewall, and spyware detection software on your PC, and keeping this security software current, or verifying that the above security software has been installed and is current. You also agree that the CREDIT UNION may revoke Account Access if unauthorized account access occurs as a result of your negligence in safeguarding the Account Number, Username and Password, or as a result of your negligence in ensuring the security of the personal computer or mobile device you own and/or use to access the Account Access service, as described above. Further, you agree that, if the CREDIT UNION is notified that you have included CREDIT UNION in the filing of a petition of bankruptcy, or have caused the Credit Union a loss, CREDIT UNION may revoke or refuse Account Access service. Granting access to your account via the Internet to a non-signer on the applicable account(s) will make you financially liable for all unauthorized access, losses, or misuse of the account until reported to the CREDIT UNION.

Notify us AT ONCE if you believe your account has been accessed without your authority. The best way to minimize your possible loss is to telephone, although you may advise us in person or in writing. If you do not notify us, you could lose all the money in your account (plus your maximum line of credit amount). If you tell us within two (2) business days of learning of unauthorized access, you can lose no more than \$50 if someone accesses your account without your permission. If you do NOT tell us within two (2) business days of learning of the unauthorized access, and we can prove that we could have prevented it if you had provided us proper notification, you could lose as much as \$500.

If your statement shows any electronic fund transfer you did not make or authorize, advise us at once. If you do not tell us within sixty (60) days after the statement was delivered to you of any unauthorized or fraudulent use of your account, you may be liable for money lost after the sixty (60) days.

If a good reason (such as a long trip or a hospital stay) prevents you from notifying us, we may extend time periods.

Documentation of Transactions

7. Periodic Statements. You will receive a monthly account statement for each month in which you initiate electronic transactions via our Bill Pay Service, unless you choose to suppress your statement. At a minimum, you will receive a quarterly savings account statement. Additionally, you can view your savings and checking transaction activity through Account Access.

8. Transaction Fees. The CREDIT UNION does not charge for transfers initiated via Account Access, viewing account information via the Internet, or the companion Bill Pay services. CREDIT UNION reserves the right to charge for Account Access or Bill Pay. You will be given at least 21 days advance notice before the CREDIT UNION implements any new fees for Account Access or Bill Pay.

9. Liability for Failure to Make Transfers. If the CREDIT UNION does not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if, through no fault of ours, you do not have sufficient funds in your account or available credit in your line of credit to make the transfer; if the funds in your account are subject to legal process, such as garnishment or attachment; if the account is subject to a pledge or security agreement; or if, despite reasonable precautions that we have taken, circumstances beyond our control (such as fire, power failure, flood, or failure of paying agency to deliver direct deposit payment data) prevent the transfer.

10. Account Information Disclosure. We will disclose information to third parties about your account or the transactions you make:

- If we return checks on your account drawn on non-sufficient funds or if we are unable to complete an electronic transfer because of non-sufficient funds.***
- When it is necessary for completing transfers.***
- To verify the existence or conditions of your account for a third party, such as a credit bureau or merchant.***
- To comply with government agency or court orders.***
- If you give us your written permission.***
- In accordance with our privacy policy.***

In Case of Errors or Questions About Your Electronic Transfers

11. If you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, contact CREDIT UNION as soon as possible.

- **We must hear from you no later than sixty (60) days after the FIRST statement on which the problem or error appeared.**
- **Tell us your name and account number.**
- **Describe the error or the transaction 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 your complaint or question in writing within ten (10) business days. We will notify you of the results of our investigation within ten (10) business days (twenty [20] business days for new accounts) of hearing from you, and we will correct any error promptly. 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 provisionally credit your account within ten (10) business days (twenty [20] business days for new accounts) 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. A provisional credit is a temporary credit adjustment made to your account during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may remove the provisional credit from your account. Please note that contacting us by telephone will not preserve your rights. If it is determined that there was no error, we will send you a written explanation within three (3) business days of completing our investigation, and any provisional credits will be reversed. If you do not have sufficient funds in your account to cover the amount of the provisional credit, the account will be overdrawn, and you will be responsible for payment. You may ask for copies of the documents that we used in our investigation.**

12. To help fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account, including joint owners. When you open an account or become an authorized user, we will ask you for your name, address, date of birth, and other information that will allow us to identify you.

Use of the Bill Pay Service Provider

13. CREDIT UNION offers the Bill Pay service through our designated third-party service provider. The service provider will be processing bill payments related to such member-initiated bill payments. The CREDIT UNION will answer questions directly related to the member-initiated bill payments. CREDIT UNION, at its sole discretion, reserves the right to change Bill Pay service providers.

14. Charges for the Bill Pay service, other transactions and optional services (e.g., non-sufficient funds or stop payment fees) can be found in the CREDIT UNION'S Truth-in-Savings Fee Schedule on the CREDIT UNION'S website or provided upon request.

15. You agree to pay such fees and charges, and authorize the Credit Union to charge your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your share or loan accounts will continue to apply. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

Failed or Returned Transactions

16. In using the Service, you are requesting the Credit Union or Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are non-sufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Credit Union. In such case, you agree that:

- You will reimburse the Credit Union immediately upon demand the transaction amount that has been returned to the Credit Union;**
- You will reimburse the Credit Union for any fees imposed by your financial institution as a result of the return;**
- You will reimburse the Credit Union for any fees it incurs in attempting to collect the amount of the return from you; and**
- The Credit Union is authorized to report the facts concerning the return to any consumer credit reporting agency.**

In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with the CREDIT UNION'S published fees. Further, you also agree that an NSF or Courtesy Pay (CP) fee may be charged to your account even if the payment is not returned, but is paid and overdraws your Payment Account.

17. By enrolling for and using the Service, you agree that the CREDIT UNION has the right to collect funds from all of your share accounts, as well as the available balance on your line of credit accounts (e.g., LOC or credit card accounts) to recover funds for all payments that have been requested to be paid by you and your authorized user. This includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner.

Bill Payment Scheduling

18. The earliest possible payment for each Biller (typically five [5] or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a date less than the earliest possible date designated for each Biller. When scheduling payments, select a date that allows adequate time for delivery prior to any late date or grace period.

19. For External Transfers the account debit will take place on the day the External Transfer is sent. When you transfer funds out of an external account at an external financial institution for credit to an account at the CREDIT UNION, the account debit at the external financial institution will occur in accordance with ACH operating rules.

Prohibited Payments

20. 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:

Payments to persons or entities located in prohibited territories (including any territory outside of the United States); Payments that violate any law, statute, ordinance or regulation; 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; Payments related to gambling, gaming and/or any 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; Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away 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; Tax payments and court ordered payments including but not limited to Alimony and Child Support.

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, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We

encourage you to provide notice to us by the methods described in above of any violations of this section or the Agreement generally.

Payment Authorization and Payment Remittance

21. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

22. When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

23. The Credit Union or Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability, and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Credit Union, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your LOC account. There is no limit on the number of automatic transfers from your Savings, Club, or LOC you have authorized to cover overdrafts. However, the Credit Union limits the number of fee-free transfers and/or withdrawals you can make from a Savings or Club account to six per calendar month if made by pre-authorized telephone, Internet, or automatic transfers from Savings or Club accounts to cover checking overdrafts;**
- The payment processing center is not working properly, and you know or have been advised by the Credit Union about the malfunction before you execute the transaction;**
- You have not provided the Credit Union with the correct Payment Account Information, or the correct name, address, phone number, or account information for the Biller; and/or**
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction, and the Service has taken reasonable precautions to avoid those circumstances.**

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller that does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, directing to the proper Biller any previously misdirected transactions, and, if applicable, any late payment-related charges.

24. The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to the Credit Union for payment).

Payment Cancellation Requests

25. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be canceled or edited. Therefore, a stop payment request must be submitted for which a Stop Payment fee will be charged as disclosed in our Truth-in-Savings Fee Schedule.

26. The Credit Union's Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Credit Union. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. Please refer to the CREDIT UNION'S fees, which can be found on the CREDIT UNION website.

Security

27. You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorized using the Service. If you permit other persons to use the Service or your account number, username, password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your account number, username, password or other means to access your account has been lost or stolen, or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Credit Union at once.

28. If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could

have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was delivered to you of any unauthorized or fraudulent use of your account, you may be liable for money lost after the sixty (60) days. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

Errors and Questions

29. In case of errors or questions about your transactions, you should notify CREDIT UNION as soon as possible.

30. If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, CREDIT UNION must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- **Tell the CREDIT UNION your name and account number;**
- **Describe the error or the transaction in question and explain as clearly as possible why you believe it is an error or why you need more information; and**
- **Tell CREDIT UNION the dollar amount of the suspected error.**

If you tell CREDIT UNION verbally, the CREDIT UNION may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. CREDIT UNION will tell you the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. However, if the CREDIT UNION requires more time to confirm the nature of your complaint or question, CREDIT UNION reserves the right to take up to forty-five (45) days to complete the investigation. If CREDIT UNION decides to do this, CREDIT UNION will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If CREDIT UNION asks you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, CREDIT UNION may not provisionally credit your Payment Account. If it is determined there was no error, CREDIT UNION will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in CREDIT UNION'S investigation. The CREDIT UNION may revoke any provisional credit provided to you if CREDIT UNION finds an error did not occur.

Disclosure of Account Information to Third Parties

31. It is our general policy to treat your account information as confidential. However, CREDIT UNION will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- *Where it is necessary for completing transactions;*
- *Where it is necessary for activating additional services;*
- *In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;*
- *To a consumer reporting agency for research purposes only;*
- *In order to comply with a governmental agency or court orders;*
- *If you give us your written permission; or*
- *In accordance with the CREDIT UNION'S privacy policy.*

Alterations and Amendments

32. This Agreement, applicable fees, and service charges may be altered or amended by the CREDIT UNION from time to time. In such event, the CREDIT UNION shall provide notice to you. Any use of the Service after the CREDIT UNION provides you a notice of change will constitute your agreement to such change(s). Further, the CREDIT UNION may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the CREDIT UNION reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as a part of this Service, you agree to receive all legally required notifications via electronic means.

33. It is your sole responsibility to ensure that your contact information with the CREDIT UNION is current and accurate. This includes, but is not limited to, name, address, phone numbers, and email addresses. Changes can be made within the service using the "Profile Settings" feature or by contacting the CREDIT UNION. Any changes in your Payment Account should also be made in accordance with the procedures outlined within CREDIT UNION and/or Service online features. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Credit Union is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

34. CREDIT UNION or the Service may terminate or suspend Bill Pay Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Any payment(s) the Service has already processed before the termination or suspension date will be completed by the Service. All Scheduled Payments (including, recurring payments) will not be processed once the Service is terminated or suspended.

Biller Limitation

35. The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller

designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Returned Payments

36. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full.

The CREDIT UNION will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

Information Authorization

37. Your enrollment in the Service may not be fulfilled if the service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the CREDIT UNION may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the CREDIT UNION reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

Disputes

38. In the event of a dispute regarding the Service, you and the CREDIT UNION agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the CREDIT UNION, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the CREDIT UNION relating to the subject matter of this Agreement. If there is a conflict between what an employee of the CREDIT UNION-says and the terms of this Agreement, the terms of this Agreement will prevail.

Exclusion of Warranties

39. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS

FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

Limitation of Liability

40. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 36 AND 37 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS, AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Miscellaneous

41. You may not assign this Agreement to any other party. The CREDIT UNION may assign this Agreement to any future, directly or indirectly, affiliated company. The CREDIT UNION may also assign or delegate some of its rights and responsibilities under this Agreement to independent contractors or other third parties.

42. The CREDIT UNION shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the CREDIT UNION. No delay or omission on the part of the CREDIT UNION in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

43. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

44. This Agreement shall be governed by and construed in accordance with the laws of the State where the CREDIT UNION is Chartered, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

45. CREDIT UNION and the Service will provide your Bill Pay Terms and Conditions Agreement electronically. This Agreement will remain available online for you to print. the CREDIT UNION will also provide notices of changes to this Agreement and other related disclosures, if required by law, electronically through the Service's e-messaging system, or U.S. mail to the CREDIT UNION'S address of record. In addition, the CREDIT UNION' will provide changes to the terms of this Electronic Disclosures Agreement and other related disclosures electronically.

46. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the CREDIT UNION, sets forth the entire understanding between us with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. The Sections regarding Exclusions of Warranties and Limitation of Liability, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there

is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours, the terms of the Agreement will prevail.

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