

**PLEASE SCROLL DOWN TO REVIEW THE
GENERAL DATA PROTECTION NOTICE
FOR ADDITIONAL PRIVACY TERMS THAT MAY APPLY
EFFECTIVE MAY 25, 2018**

Online Access Agreement and Disclosure Statement

This Online Access Agreement and Disclosure Statement ("Agreement") states the terms and conditions that apply when you apply for qualifying account(s) on the Internet; open qualifying account(s) on the Internet; Internet-enable your qualifying account(s); access account information over the Internet; access account statements, disclosures, notices, letters, and other information provided electronically over the Internet; or transfer funds between qualifying Internet-enabled accounts. Such activities may be performed using United Federal Credit Union's services including without limitation, the website www.unitedfcu.com, Online Banking, or Mobile App. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. In the event of any inconsistency between this Agreement and our Treasury Management Services Terms and Conditions, the provisions of the Treasury Management Services Terms and Conditions shall govern. You must also follow all of our instructions and procedures applicable to the services covered by this Agreement.

Explanation of Certain Terms

"We", "us" and "our" means United Federal Credit Union and all of its respective successors or assigns.

"You" and "your" mean each person or organization that we permit to use the Online Banking services subject to the terms of this Agreement.

"Access Codes" mean the customer identification number, log-in, password and any other means of access to our Online Banking service we establish or provide for you including, but not limited to, quick log in methods such as Touch Authentication and four (4) digit passcodes.

"Account" means a share, loan or other account, including an application for such account, for which information may be accessed or transactions may be performed using our Online Banking service.

"Consumer Account" means an account owned by a natural person(s) and established primarily for personal, family, or household use.

"Internet-enable" your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

"Online" means through the Internet by use of a personal computer or other screen-based electronic device.

"Online Banking" means the services provided under this Agreement which allow you to, over the Internet, access information about your Internet-enabled accounts, transfer funds between qualifying

accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.

"Organizational Account" means an account that is not a Consumer Account.

"Organization Representative" means, if you are not a natural person, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our Online Banking service.

Access Codes

To use our Online Banking service, you must use the Access Codes we establish or provide for you. Keep them confidential to prevent unauthorized use or loss to your accounts. You agree to protect and keep confidential all Access Codes or other means of accessing your accounts. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or other devices used to access your accounts and unauthorized use of your Access Codes. The loss, theft, or unauthorized use of your Access Codes could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft.

If you disclose your Access Codes to any person or entity, you assume all risks and losses associated with such disclosure. If you permit any other person or entity to use our Online Banking Service or to access or use your Access Codes or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person or entity. Anyone to whom you give your Access Codes will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts which are accessed by those Access Codes, even if those accounts are in your name with another person. If you believe someone may attempt to use or has used your Access Codes without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at the contact information provided under the section below entitled "Notify us IMMEDIATELY of Unauthorized Transactions".

We will never contact you via phone or e-mail to request your Access Codes. If you are contacted by anyone requesting this information, please contact us IMMEDIATELY by calling (888) 982-1400.

We may at our option change the parameters for Access Codes without prior notice to you, and if we do so, you may be required to change your Access Codes the next time you access our Online Banking service.

Protecting Your Personal Information

In addition to protecting your Access Codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access

to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service.

Individual Agreement for Online Banking Service

We do not have joint agreements for our Online Banking service. Whether you are an individual or organization, you and we are the only parties to this Agreement. However, any of the accounts to which you have access through our Online Banking service may be jointly owned with, or joint obligations with, others.

Qualifying Accounts and Enrollment

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner, obligor, trustee, or other authorized signer on the account in our records. Any account requiring more than one signature to withdraw, draw or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

To request enrollment in our Online Banking service, visit www.unitedfcu.com and click “Enroll in Online Banking”.

How to Use Our Online Banking Service

Please refer to our online help and instructions on how to use our Online Banking service, which can be found at <https://unitedfcu.com/help/online-banking-faq/>. These instructions are part of this Agreement.

Types of Online Banking Services

You or someone you have authorized by giving them your Access Codes (even if that person exceeds your authority) can instruct us to perform the following transactions:

- Transfer funds between qualifying accounts;
- Obtain information that we make available about qualifying accounts; and
- Obtain other services or perform other transactions that we allow.

Preauthorized Recurring Fund Transfers

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

Communications Link and Your Equipment

It is your responsibility to obtain and maintain your online communications link to our Online Banking service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities.

You are responsible for obtaining, installing, maintaining and operating all hardware, software or other equipment necessary for you to access and use our Online Banking service (“Systems”). This responsibility includes, without limitation, your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access our Online Banking service, and for the transmission and receipt of information using such Systems. You acknowledge that you are using our Online Banking service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or the Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems.

Risk Of Loss

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

Limits on Online Funds Transfers

You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

We reserve the right to limit or suspend access to our Online Banking service as we deem necessary for security reasons.

For security reasons, we may implement limits on the number or dollar amount of transactions you can make using our Online Banking service. We may change your transfer limits at any time. Any decrease in your transfer limits may be subject to notice, as required by applicable law, but you agree that we may cancel your access to our Online Banking service or reduce your limits on the number or amount of transactions you can make using our Online Banking service, without prior notice, upon the occurrence of any one of the following events:

- Any of your accounts with us are not current or are not in good standing.

- You have had an overdraft or an item returned for insufficient available funds with respect to any account with us during the current or three prior calendar months.
- You have had any prior transfer to or from an account canceled, revoked, or uncompleted due to insufficient available funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

We may also limit access from countries other than the United States of America.

If any qualifying accounts are money market share accounts or savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any statement period. The kinds of withdrawals covered by this limitation are those made by means of preauthorized, automatic, or computer transfer; telephonic order or instruction; or by check, draft, debit card, or similar order payable to a third party.

When Online Funds Transfers are Made

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least one (1) business day for us to process transfers.

Each request to transfer funds that we receive prior to our Online Banking Cut-Off Time will be made on the business day on which the transfer is scheduled to be made. Each request to transfer funds, other than a transfer between accounts held by us, you schedule to be made on a nonbusiness day or that we receive after our Online Banking Cut-Off Time will be made on the next business day. Each request to transfer funds between accounts held by us that we receive prior to our Online Banking Cut-Off Time will be made on the day on which the transfer is scheduled to be made, whether that day is a business or nonbusiness day. Each request to transfer funds between accounts held by us that we receive after our Online Banking Cut-Off Time on any business day will be made on the next day. **Information you obtain about your accounts using our Online Banking service may not reflect transactions that have not yet been posted to your accounts.** You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information; not accounting for transactions that you have made but have not yet been posted to your accounts could cause you to overdraw your account.

Cut-Off Time

The Cut-Off Time is generally 11:30 PM EST; however, the Cut-Off Time may vary for reasons including without limitation scheduled software maintenance.

The Cut-Off Time is determined by the time displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you provide any transfer requests to us as early as possible to decrease the possibility of missing the cut-off.

Our Liability for Failure to Complete Transfers from Consumer Accounts

If we do not complete a transfer from a Consumer 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 enough available money in the account from which a transfer is to be made;
- if the funds in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction;
- if we reverse a transfer because of insufficient available funds;
- if an account has been closed or is not in good standing;
- if any transfer would go over the credit limit of any account;
- if the Online Banking service, your operating system, software, or equipment or ours is not functioning properly and it was or should have been apparent to you when you attempted to conduct the transaction;
- if you have not provided us with complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction;
- if you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are or should be aware;
- if you do not instruct us soon enough for your transfer to be received and credited;
- if circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken; or
- for any other reason stated elsewhere in this or any other Agreement you have with us.

The list of examples set out in this section is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

In the event we are ever liable to you for damages related to the Online Banking service, your damages will be limited to actual damages only. We will not be responsible for indirect, special, incidental or consequential damages, court costs or attorneys' fees.

Business Days

Our Online Banking service is generally available twenty-four (24) hours a day, seven (7) days a week. We process transfers between accounts held by us every day; however, we only process other transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.

Stopping or Changing Transfers

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions.

The normal way to do this is for you to access the appropriate function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

You may also call us at (888) 982-1400, write to us at:

United Federal Credit Union
PO Box 125
St. Joseph, MI 49085

or contact us by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request three (3) business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) calendar days after you call. If you order us to stop a preauthorized recurring transfer from a Consumer Account as described above, and we do not do so, we will be liable for your losses or damages.

Statements

Your funds transfers will be included on the periodic statements we provide or make accessible to you for your accounts with us. We may also provide or make accessible to you statement information electronically or by some other means. You must promptly examine your account statement. You agree to notify us promptly if you change your mailing address, your e-mail address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

Online Banking Fees

We may charge a fee(s) in connection with our Online Banking service or any service accessed using our Online Banking service. Any fee(s) charged in connection with our Online Banking service are disclosed on our separate fee schedule(s). If we start charging a fee or make a change to a fee, you will be notified as required by applicable law. Cancellation of the services for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such service.

Disclosure of Information to Others

We will only disclose information concerning your account(s) or transactions you make:

- where it is necessary to verify or complete a transfer;
- with your written consent;

- to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- if the information relates to improper use of your account(s);
- to comply with government agency requests, court orders, or other applicable law; and
- as explained in our Privacy Policy, which is available online at www.unitedfcu.com.

Your Liability for Authorized Transactions

YOU ARE LIABLE FOR ALL TRANSACTIONS THAT YOU MAKE OR AUTHORIZE, EVEN IF THE PERSON YOU AUTHORIZE EXCEEDS YOUR AUTHORITY. If you permit other persons to use the Online Banking service or your Access Codes, you are responsible for any transactions they authorize from your accounts. If you have given someone your Access Codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your Access Codes or take additional steps to prevent further access by such person.

Notify us IMMEDIATELY of Unauthorized Transactions

Tell us AT ONCE if you believe your Access Codes have been lost, stolen, otherwise compromised or used without your authorization or if you believe someone has transferred or may transfer money from your account without your permission. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit).

Call us at (888) 982-1400 or write to us at:

United Federal Credit Union
PO Box 125
St. Joseph, MI 49085

If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

Your Liability for Unauthorized Transactions From Consumer Accounts

THIS SECTION APPLIES ONLY TO TRANSACTIONS FROM CONSUMER ACCOUNTS.

If you tell us within two (2) business days after you learn of the loss or theft of your Access Codes involving a Consumer Account, you can lose no more than \$50.00 if someone used your Access Codes without your authority.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, TELL US AT ONCE if your statement for a Consumer Account shows transfers covered by this Agreement that you did not make or authorize. If you do not tell us within sixty (60) days after the statement was made available 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 taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

Transfers Involving Insufficient Funds

If you instruct us to make a transfer and you do not have a sufficient available balance in the account from which you are making the transfer, we are NOT obligated to transfer funds in accordance with your instructions. We may, at our sole discretion: honor the funds transfer under the terms of any overdraft protection plan you have established; honor the funds transfer, create an overdraft in your account and exercise any right to repayment under any agreement you have with us; or refuse to complete the transaction, even if there are sufficient available funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient available funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize. If we do not make a transfer, or if we reverse a transfer, because of insufficient available funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for fees, including without limitation a non-sufficient funds or overdraft fee, under the terms governing the account from which you made, or attempted to make, the transfer.

Your obligations under this paragraph shall survive termination of the Agreement.

In Case of Errors or Questions About Transactions Involving Consumer Accounts

THIS SECTION APPLIES ONLY TO TRANSACTIONS COVERED BY THIS AGREEMENT AND THAT INVOLVE CONSUMER ACCOUNTS.

Call us at (888) 982-1400 or write to us at:

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PO Box 125
St. Joseph, MI 49085

as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this Agreement which is listed on the statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

- (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (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 so that we receive it within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and 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 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 or question in writing and we do not receive it within ten (10) business days, we are not required to provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to provisionally credit your account for the amount you think is in error. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless you already had an established account with us before this account was opened.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Changing Terms and Terminating This Agreement

This Agreement will stay in effect until it is changed or terminated.

We have the right to terminate this Agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this Agreement, no further or pending transfers will be made, including but not limited to any approved transfers scheduled in advance or any preauthorized recurring transfers.

We may routinely terminate Online Banking service if you have not used the service within the first (30) days after activation, you have closed all of your accounts that qualify for the Online Banking service or if the service has been inactive for a year.

We also have the right to make changes to this Agreement at any time. Any changes to this Agreement may include the addition of new charges or terms. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of our Online Banking service. Your use of our Online Banking service after we have made any changes to the Agreement will be considered your agreement to the change.

You may terminate this Agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any approved transfers scheduled in advance or any preauthorized recurring transfers.

You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

Waivers

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Notices and Communications

Except as otherwise provided in this Agreement, all notices or other communications sent to you will be effective on the date we send them to your last known mailing address that we have for you in our records or we make such notices or other communications available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them. You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

Limitation of Liability; No Warranties

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF OUR ONLINE BANKING SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA

TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, YOU UNDERSTAND AND AGREE THAT YOUR USE OF OUR ONLINE BANKING SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT OUR ONLINE BANKING SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO OUR ONLINE BANKING SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

Records

Our records kept in the regular course of business shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Recordings

You agree that we may record any telephone conversations you have with us regarding the services covered by this Agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

Attorney Fees

If we become involved in legal action to defend or enforce this Agreement, you agree to pay our reasonable attorney fees and court costs to the extent not prohibited by law.

Choice of Law and Severability

Regardless of where you live, work or access our Online Banking service, this Agreement shall be governed by and construed in accordance with the federal law of the United States of America and the internal law of the State of Michigan.

For transactions subject to the rules of the National Automated Clearing House Association ("Rules"), and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your account(s) with us shall be provisional until such credit has been finally settled by us. You acknowledge that you have received notice of this requirement and of the fact that if we do

not receive final settlement for any reason, we shall charge back the amount of such transfer to any of your accounts with us or claim a refund from you.

If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law and in a manner that comes closest to expressing the intent of such unenforceable term. The remaining terms and the application of the challenged term to persons or circumstances other than those as to which it is declared invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

Other Services

We may provide you access to other services through our Online Banking service, which may have additional agreements with service-specific terms and conditions.

Additional Terms

The terms and conditions of this Agreement are in addition to any other agreement(s) and/or disclosures related to your account(s) and provided to you separately.

Please refer to the consumer Terms and Conditions or business Terms and Conditions, our website Terms of Use and any other applicable agreements for additional terms and conditions related to your account and use of the website. If you receive electronic delivery of information related to your account (including, but not limited to, account statements, disclosures, notices, and letters), please also refer to the Consent to Electronic Records Disclosure and Agreements for additional terms and conditions related to your account and use of the website. These documents may be found at www.unitedfcu.com.

THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO ORGANIZATIONS OR INDIVIDUALS PERFORMING TRANSACTIONS FROM ORGANIZATIONAL ACCOUNTS:

Organization Representative

If you are a corporation, partnership, limited liability company, association or some other organization that is not a natural person, we will issue one set of Access Codes to an Organization Representative. **It is your responsibility to ensure that Access Codes are provided only to persons you authorize.** You represent to us that each Organization Representative and anyone else using your Access Codes has general authority from your organization to give us instructions to perform transactions using our Online Banking service.

Each person using your Access Codes will have the ability to:

- Make transfers from qualifying accounts, regardless of the dollar amount of the transaction;
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed;

- Obtain information that we make available about qualifying accounts;
- Obtain other services or perform other transactions that we authorize or allow; and
- Allow anyone else to use those Access Codes to make transfers or obtain information or other services.

Your Liability for Transactions From Organizational Accounts

YOU ARE LIABLE FOR ALL TRANSACTIONS THAT YOU MAKE OR AUTHORIZE, EVEN IF THE PERSON YOU AUTHORIZE EXCEEDS YOUR AUTHORITY. If you or an Organization Representative has given someone your Access Codes and you want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You may terminate certain Access Codes yourself. You may call a branch representative for assistance with terminating an authorized user or Organization Representative. We may have to change all of your Access Codes or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid Access Codes. Since we condition access upon entry of valid Access Codes, we will accept instructions for transfers or other transactions from any person using valid Access Codes. This is so even if the person obtaining access:

- is not an Organization Representative;
- exceeds your authority or that granted by or to any Organization Representative;
- does not have your authority;
- has had his/her authority changed or revoked; or
- is an imposter or thief.

You agree to be bound by all transactions from any Organizational Account for which valid Access Codes were used. **You authorize us to treat any instructions we receive using valid Access Codes as if the instructions had been made in writing and signed by an appropriate Organization Representative.**

Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the Access Codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the more likely you are to keep your losses down. To notify us of a problem, please contact us immediately by calling us at (888) 982-1400 or writing to us at:

United Federal Credit Union
PO Box 125
St. Joseph, MI 49085

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial institutions may send or make available to you, and to promptly notify us of any discrepancy or error within fourteen (14) days of receipt of any such statement or confirmation.

Contact us as soon as you can using the contact information above if you think your statement is wrong or if you need more information about a transfer covered by this Agreement which is listed on the statement.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer or error from any of your accounts with us within fourteen (14) days of our providing or making available to you a statement showing such unauthorized transfer or error shall relieve us of any liability for any losses sustained after the expiration of such fourteen (14) day period and you shall thereafter be precluded from asserting any such claim or error.

Limitations on Our Liability in Connection with Organizational Accounts

We will make every reasonable effort to provide full performance of our Online Banking service and to resolve disputes that may arise on a timely basis. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control.

We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking service. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including, but not limited to, dishonor of checks or other items or expenses which you may incur or suffer by reason of this Agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Security Procedures

By entering into this Agreement or using our Online Banking service to perform transactions from Organizational Accounts, you agree to comply with all of our present security procedures with respect to transactions and services covered by this Agreement. This includes but is not limited to protection of Access Codes and other personal and organization information. Our security procedures are contained in this Agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current security procedures in this Agreement and other documents we may provide to you. **You agree that our current security procedures are commercially reasonable in the context of your organizational operations.** You agree that your use of our Online Banking service after any changes to such security procedures have been made constitutes

your agreement that those security procedures are commercially reasonable in the context of your organizational operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this Agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no Access Codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this Agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

Indemnification

If you are an organization or an individual performing transactions from an organizational account, YOU AGREE TO INDEMNIFY US AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES AND COSTS), LOSSES OR DAMAGES CLAIMED BY ANY THIRD PARTIES (INCLUDING BUT NOT LIMITED TO ANY ORGANIZATION REPRESENTATIVES OR OTHER PERSONS AUTHORIZED TO PERFORM TRANSACTIONS) ARISING OUT OF (I) ANY TRANSACTIONS OR ATTEMPTED TRANSACTIONS COVERED BY THIS AGREEMENT FROM AN ORGANIZATIONAL ACCOUNT OR (II) YOUR BREACH OF THIS AGREEMENT. You agree that these rights and obligations shall survive the termination of this Agreement.

END OF SPECIAL PROVISIONS THAT APPLY ONLY TO ORGANIZATIONS OR INDIVIDUALS PERFORMING TRANSACTIONS FROM ORGANIZATIONAL ACCOUNTS

Signatures

You agree to all of the provisions of this Agreement (to the extent applicable as provided in this Agreement) by any and all of the following means:

- Using our Online Banking service to access account information or perform any transactions.
- Physically or electronically signing this Agreement.
- Causing your Organization Representative to physically or electronically sign this Agreement, if you are not a natural person.
- Completing a separate electronic consent form to receive notices, disclosures and other information electronically and enter into this Agreement electronically.

Your electronic consent or use of our Online Banking service has the same effect as if you or your authorized organization representative had signed this Agreement with your physical signature.

Your physical signature, electronic consent, or use of our Online Banking service is also your acknowledgement that you have received a copy of this Agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this Agreement but would like to have a paper copy, please call us at (888) 982-1400 or write to us at:

United Federal Credit Union
PO Box 125
St. Joseph, MI 49085

General Data Protection Notice

This Notice describes how United Federal Credit Union (“UFCU”, “we”, “our”, “us”) collects, uses and shares the personal information we process when such information falls within the material and territorial scope of the General Data Protection Regulation (“GDPR”). The terms outlined in this Notice are in addition to UFCU’s standard Privacy Policy. Where terms between this Notice and our standard Policy conflict, the terms contained in this Notice will govern. This Notice also describes the choices available to those whose personal information falls within the scope of this Notice (“you”, “your”). Our provision of this Notice or any other act regarding your information is not a consent or acknowledgment of the applicability of the GDPR to us. Rather, we have voluntarily determined to provide you with the information and rights outlined in this Notice.

How your information will be used

1. UFCU gathers certain types of personal information about our website and mobile app users, our members, and our account applicants. The information UFCU holds and processes is used for management, administrative, and marketing purposes. We keep and use the data to enable us to run the business, fulfill certain regulatory requirements, manage your accounts, offer you products and services, and manage our relationship with you effectively, lawfully and appropriately. This includes using information to enable us to comply with United States federal and state laws, and our membership, service and account agreements as applicable. The information we process also enables UFCU to provide certain website, mobile, and banking services such as Online Banking and account application processing. If you do not provide this data, we may be unable to offer you these services.
2. Occasionally we may need to process your personal data to pursue our legitimate interests, for example to prevent fraud, for administrative purposes, or for reporting potential crimes.
3. Much of the information we hold will have been provided by you, but some information may come from other sources, such as Google Analytics and other related and/or similar services.
4. Below are broad categories of the types of personal data we collect with examples:
 - a. Identification data: Legal names, pseudonyms, usernames, Social Security numbers, driver’s license numbers, and passport numbers;
 - b. Location and contact data: Addresses, phone numbers, email addresses, geo-tracking, and IP Address;
 - c. Personal data: Birth dates, marital status, UFCU passwords, age, photographic images, personal history, and gender;
 - d. Financial data: Bank accounts numbers and transaction information, personal and real property records, title information, and tax records.
5. We use cookies to personalize content and ads, provide social media features and analyze our website traffic. We also share information about your use of our site with our social media, advertising, and analytics partners. This information may be combined with other information

that you have provided to our partners or that they have collected from your use of their services. This site includes social media features, such as Facebook, Twitter, and LinkedIn “share” buttons. These features may collect your IP address and may set a cookie to enable the feature to function properly. Your interactions with these features are governed by the privacy policy of the third party providing such sharing services.

6. Where we process special categories of information relating to your racial or ethnic origin, political opinions, religious and philosophical beliefs, trade union membership, biometric data or sexual orientation, we will always obtain your explicit consent to those activities unless your consent is not required by law. Where we are processing data based on your consent, you have the right to withdraw that consent at any time.
7. Other than as mentioned elsewhere in this policy, we will only disclose information about you to third parties if we are legally obliged to do so or where we need to comply with our contractual duties to you.
8. We engage service providers to perform certain functions and services for our Members. For instance, we use a third party service provider to process CardPerks™ Rewards redemption requests. We may share your personal data with such service providers subject to the obligations within this Notice and on the condition that the third parties use your private personal data only on our behalf and pursuant to our instructions.
9. We use automated decision making (including profiling) in limited circumstances, including in evaluating account applications. Such decision making will be based on applicant creditworthiness as determined by the applicant’s credit history and financial status.
10. The criteria used to determine the period of storage of personal data is the related statutory retention period. After expiration of that period, the corresponding data is routinely deleted, as long as it is no longer necessary for the fulfillment of the contract, the initiation of a contract, or retained with your consent.
11. If in the future we intend to process your personal data for a purpose other than that for which it was collected, we will provide you with information on that purpose and any other relevant information.

Your rights

12. Under this Notice, you have a number of rights with regard to your personal data. You have the right to:
 - a. Request access to personal data;
 - b. Rectification of personal data held where it is incorrect or incomplete;
 - c. Erasure of your personal data if certain grounds are met;
 - d. Restrict/suspend processing of personal data;
 - e. Complain to a supervisory authority; and

- f. In certain circumstances, you have the right to:
 - i. Data portability (if processing is based on consent or contract and processing is automated);
 - ii. Withdraw consent at any time (if processing is based on consent);
 - iii. Object to processing (if processing is based on legitimate interests);
 - iv. Object to processing of personal data for direct marketing purposes.

13. You have the right to lodge a complaint to the Information Commissioners' Offices if you believe that we have not complied with the requirements of the GDPR with regard to your personal data. UFCU is the controller and processor of data.

If you have any concerns as to how your data is processed, you can contact a representative from our Member Service Center at (888) 982-1400, 8:00 am to 10:00 pm ET, Monday through Friday and 8:00 am to 4:00 pm ET on Saturday.