

UNITED FEDERAL CREDIT UNION
U PAY SERVICE TERMS AND CONDITIONS:
E-SIGN AGREEMENT AND SERVICE AGREEMENT

E-SIGNATURE AND ELECTRONIC RECORDS DISCLOSURE AND AGREEMENT

READ AND SCROLL DOWN

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

You are signing up to use U Pay, the P2P service ("Service") offered by United Federal Credit Union ("we", "our", and "us") that allows you to send funds to another person. This E-Signature and Electronic Disclosure and Agreement ("E-Sign Agreement") applies to all communications, documents, forms (including without limitation tax forms), disclosures, legal and regulatory notices, other information and electronic signatures related to the products, services and transfers offered or accessible through the Service for all cardholders, authorized users, account owners, account signers, applicants, and any other person using this Service as a Sender or Recipient or registering to use this Service.

If you do not want to receive all communications, documents, forms (including without limitation tax forms), disclosures, legal and regulatory notices, other information and electronic signatures related to the products, services and transfers offered or accessible through the Service letters electronically, you should exit this E-Sign Agreement and leave this area of the Site.

Your Consent to Conduct Transactions by Electronic Means and Receive All Information Electronically. You agree to conduct the transfers offered through the Service by electronic means. You agree that all communications, documents, forms, disclosures, legal and regulatory notices and other information related to this Service will be provided to you through electronic means including a mobile or web-based electronic interface or email.

Each time you use this Service and submit information to United Federal Credit Union, you agree to the electronic access, receipt and acceptance of communications, documents, forms, disclosures, legal and regulatory notices and other information related to the Service. You may not use this Service unless you agree to receive such information by electronic means.

You agree that you intend to electronically agree to use the Service and that you intend all transactions made through this Service to be valid and legally binding agreements. You also agree that you have adequate access to a computer and/or mobile phone with sufficient Internet connectivity to conduct these transactions online. You acknowledge that you meet the hardware and software requirements for use of this Service as described below.

Your Right to Withdraw Consent. You have the right to withdraw your consent to conduct the transfers offered through the Service by electronic means and your consent to receive all communications, documents, forms, disclosures, legal and regulatory notices and other information related to the Service at any time. You can withdraw your consent by sending a message to "Member Service" within our Online Banking service or by writing to us at PO Box

125, St. Joseph, MI 49085. Your withdrawal of consent will be effective within a reasonable period of time after we receive your withdrawal request. Withdrawing your consent, however, means you must cease using the Service, and we will terminate your access to the Service; any transactions that were initiated prior to us acting upon your withdrawal of consent and notice of termination will continue to be processed.

Termination without Withdrawing Your Consent. We may terminate the Service without your withdrawal of consent in the following instances:

- You do not have access to our Online Banking service;
- Your qualifying account(s) for the Service is closed;
- You are removed from the qualifying account(s) for the Service;
- Your role or authority on the qualifying account(s) changed in a manner that no longer allows you to provide such consent;
- You fail to maintain a current and valid email address with us; or
- We cancel the Service.

You agree that we have no obligation to provide paper copies of any communications, documents, forms, disclosures, legal and regulatory notices and other information that has been provided electronically; we will provide paper copies of such information upon request as described below.

Availability of Paper Copies. We recommend that you print and retain copies of this E-Sign Agreement and the Service Terms and Conditions and communications, documents, forms, disclosures, legal and regulatory notices or other information associated with any transaction to be made using the Service from your computer, mobile phone or other access device. There is no charge by us for you to download and print these documents.

You may also request a paper copy of communications, documents, forms, disclosures, legal and regulatory notices and other information provided to you electronically, without withdrawing your consent to receive such information electronically, by contacting our Member Service Center at 888-982-1400 or by visiting one of our branches. Paper copies will be provided to you only upon request. We will charge you a fee for providing a paper copy of Account statement(s). We will not charge you a fee for providing a paper copy of communications, documents, forms, disclosures, legal and regulatory notices and other information that we provide to you electronically.

Contact Information. To use this Service, you must provide your current email address so that we can send you important information related to your use of this Service. You may review and update the personal information maintained about you using the Update Contact Info option in the Settings menu in our Online Banking service at any time to ensure that it is accurate.

You must promptly notify us of any changes in your email address, your mailing address, or other contact information you have provided to us. You have an ongoing obligation to ensure your email address, your mailing address, and other contact information you have provided to us is current and valid. To update your email address, phone number(s), residential address, or mailing address, you may provide your current contact information to us through the Update Contact Info option in the Settings menu in Online Banking.

Hardware, Software and Operating System Requirements. Before accessing or using the Service by electronic means and consenting to receive communications, documents, forms, disclosures, legal and regulatory notices and other information electronically, you must determine if you have the necessary hardware and software to access and retain this information. You must:

- use a personal computer or other access device, such as a smartphone or tablet, which is capable of accessing the Internet (e.g., you must have a modem and available phone line, a high speed Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider). Your access to this page verifies that your system meets these requirements;
- use an Internet web browser which is capable of supporting 128 bit SSL encrypted communications, which requires a minimum web browser version of the following:
 - Microsoft Operating Systems: Microsoft Internet Explorer: 10, 11
 - Microsoft Edge: 20 or higher
 - Firefox: 25.0 or higher
 - Safari: 5.0 or higher
 - Chrome: 31 or higher
 - Mac Operating Systems: Firefox: 25.0 or higher
 - Safari: 6.0 or higher
 - Chrome: 31 or higher
- have a system with 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software meet these requirements;
- download and access our Mobile App, use an access device which utilizes one of the following operating systems:
 - Android™ compatibility: Android 4.0.3 and later; or
 - Apple iOS compatibility: iOS 8.X, iOS 9.X, and iOS 10.X or later.Your successful download of the Mobile App and access to this page via the Mobile App verifies your operating system meets these requirements;
- have the ability to either download to an electronic storage medium (e.g. local hard disk drive) or print to a functioning printer that is connected to your computer or other access device and able to print the account statements, tax forms, disclosures, notices, letters and other information on 8½ x 11 inch paper; and
- to access and print the agreement after acceptance at unitedfcu.com, use software that permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® version 5.1 or higher, available for downloading at: <http://www.adobe.com/products/acrobat/readstep2.html>.

You are responsible for installation, maintenance, and operation of any device used to access this Service.

Prompt Review. Your communications, documents, forms, disclosures, legal and regulatory notices and other information delivered to you electronically will be dated the day such information is first made available to you. You must promptly review such information and notify us in writing of any errors or discrepancies you believe have occurred. Any applicable time periods within which you must notify us of any errors, or applicable time periods within which you must respond to us, will begin on the date that your communications, documents, forms,

disclosures, legal and regulatory notices and other information are first made available to you regardless of when you receive or access such information.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES. We are not responsible for errors, failures, or malfunctions of any device used or attempted to be used to access this Service. We are also not responsible for viruses or related problems associated with use of these online systems. YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS TO CONDUCTING THE TRANSFERS OFFERED THROUGH THE SERVICE BY ELECTRONIC MEANS AND RISKS TO ELECTRONIC DELIVERY OF COMMUNICATIONS, DOCUMENTS, FORMS, DISCLOSURES, LEGAL AND REGULATORY NOTICES AND OTHER INFORMATION. SUCH RISKS INCLUDE BUT ARE NOT LIMITED TO DELAY OR FAILURE OF DELIVERY DUE TO TECHNICAL DIFFICULTIES; WEATHER CONDITIONS (INCLUDING BUT NOT LIMITED TO SUN SPOTS); MATTERS BEYOND OUR REASONABLE CONTROL; INTERCEPTION OR ALTERATION OF SUCH TRANSFERS, COMMUNICATIONS, DOCUMENTS, FORMS, DISCLOSURES, LEGAL AND REGULATORY NOTICES AND OTHER INFORMATION BY THIRD PARTIES DESPITE OUR COMMERCIALY REASONABLE SECURITY MEASURES. BY CONSENTING TO CONDUCTING THE TRANSFERS OFFERED THROUGH THE SERVICE BY ELECTRONIC MEANS AND ELECTRONIC DELIVERY OF COMMUNICATIONS, DOCUMENTS, FORMS, DISCLOSURES, LEGAL AND REGULATORY NOTICES AND OTHER INFORMATION, YOU REPRESENT THAT YOU HAVE CONSIDERED OUR SECURITY MEASURES AND FIND THAT OUR SECURITY MEASURES ARE COMMERCIALY REASONABLE. IF YOU, AT A LATER TIME, CONCLUDE THAT OUR SECURITY PROCEDURES CEASE TO BE COMMERCIALY REASONABLE, YOU MUST TERMINATE THIS AGREEMENT AND USE OF THE SERVICE IMMEDIATELY IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE SECTION ABOVE TITLED "YOUR RIGHT TO WITHDRAW CONSENT".

YOU ACKNOWLEDGE THAT YOU ARE CONSENTING TO CONDUCTING THE TRANSFERS OFFERED THROUGH THE SERVICE BY ELECTRONIC MEANS AND ELECTRONIC DELIVERY OF COMMUNICATIONS, DOCUMENTS, FORMS, DISCLOSURES, LEGAL AND REGULATORY NOTICES AND OTHER INFORMATION AT YOUR OWN RISK. OUR MOBILE APP, OUR WEBSITE, THE CONTENT AVAILABLE ON OR THROUGH OUR MOBILE APP OR WEBSITE, AND THE SOFTWARE MADE AVAILABLE ON OR THROUGH OUR WEBSITE, IF ANY, ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. UNITED FEDERAL CREDIT UNION AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY CONTENT CONTAINED THEREIN OR PROVIDED THROUGH OUR MOBILE APP OR WEBSITE. UNITED FEDERAL CREDIT UNION AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT THAT ELECTRONIC ACCESS TO THE SERVICE OR ANY COMMUNICATIONS, DOCUMENTS, FORMS, DISCLOSURES, LEGAL AND REGULATORY NOTICES OR OTHER INFORMATION WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED. UNITED FEDERAL CREDIT UNION AND ITS AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR USER CONTENT OR OTHER CONTENT POSTED BY THIRD PARTIES, ACTIONS OF ANY THIRD-PARTY, OR FOR ANY DAMAGE TO YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY.

WE ARE NOT LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES. EXCEPT TO THE EXTENT THAT WE ARE FOUND LIABLE

UNDER THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD US AND OR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICE. YOU AGREE THAT THE RIGHTS AND OBLIGATIONS OF THIS SECTION TITLED "DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES" WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Governing Law and Severability. This agreement shall be construed in accordance with any applicable federal laws and the internal laws of the State of Michigan. A determination that one or more parts of this agreement is invalid or unenforceable shall not affect the validity or enforceability of any other part of this agreement.

Agreement to Use Electronic Signatures. By clicking "I Agree", you are electronically signing this E-Sign Agreement and the Service Agreement related to the Service. You acknowledge that you can access and retain the electronic records in the format described above and you consent to having us provide communications, documents, forms, disclosures, legal and regulatory notices and other information related to this Service, including without limitation any information that is required by state or federal law, to you electronically. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the E-Sign Agreement and Service Agreement just as if you had physically signed the same documents with a pen.

U PAY SERVICE AGREEMENT

This Service Agreement sets forth the terms and conditions under which the Service is offered. The Service allows a Sender to transfer funds to a Recipient through electronic means. This Service Agreement affects your rights; you should read it carefully.

Unauthorized use of these systems, which means any action not in accordance with the terms and conditions of this Service Agreement, is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. We and/or our Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

This Agreement supplements any other agreement(s) and/or disclosures related to your Membership and your account(s) with us or any other services you obtain from us and provided to you separately. In the event of any inconsistency between this Agreement and any other agreement(s), the provisions of this Agreement shall govern.

Service Definitions

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

"You" and "your" mean each natural person who applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

“Access Codes” mean the member identification number, log-in, password and any other means of access to our Online Banking service, the Mobile App, and/or the 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” or “Accounts” refers to any accounts that may be debited or credited with funds using the Service.

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

“Qualifying UFCU Account” means a consumer checking account held at United Federal Credit Union.

“Recipient” means the card or account holder to whom the Sender transfers funds.

“Sender” is the debit card holder that transfers funds from a checking account at United Federal Credit Union to a Recipient using the Service.

“Service” means U Pay, the person-to-person (P2P) service that allows a Sender to transfer funds to Recipient by electronic means.

“Service Provider” is a vendor of United Federal Credit Union and a company that arranges for person-to-person payments to members or customers of U.S. financial institutions.

“Site” is the Service Provider’s electronic location accessed by a user through a computer, mobile phone, or other access device.

“Transfer” means an electronic movement of funds from a Sender’s account at United Federal Credit Union to an account of another party by means of the Service.

“Transfer Instructions” are the information that you provide when using the Service.

Description of Service and Consent

An individual who is a debit card holder on a Qualifying UFCU Account may send one-time Transfers to other Credit Union members or account holders with accounts at other domestic financial institutions. A notice of a Transfer is given to the Recipient when the Sender provides the Recipient's email address or mobile phone number as part of the Transfer process.

Transfers may be originated using a computer, mobile phone, or other device by logging in to our Online Banking service through our website unitedfcu.com or our Mobile App.

To use this Service, you are providing information to our Service Provider from your computer, mobile phone or other device, including without limitation your phone number, email address, and/or debit card number.

By using the Service, you certify that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from us or our agent regarding the Transfers and, if you are a Sender, certify that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any Account in the United States only for personal, family, or household purposes and in accordance with the terms of this Agreement, so long as the Transfer is not prohibited by law and the Transfer is permitted by the Recipient's financial institution. Without limiting the foregoing, you agree not to use the Service to send or receive money from a business account or anyone to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, or gambling debts.

Eligibility

You must first enroll in our Online Banking service in order to access the Service. Individuals aged 18 years and older with a debit card issued by United Federal Credit Union on a Qualifying UFCU Account who have provided an email address to us and whose Qualifying UFCU Accounts are in good standing are eligible to use this Service to send funds to a Recipient. A Qualifying UFCU Account is in good standing if (i) you are making regular deposits sufficient to cover transactions; (ii) you are bringing the Account to a positive balance at least once every thirty days or less; (iii) there are no legal orders outstanding on the Account; and (iv) you do not have any loans with us that are more than 30 days past due.

Any Qualifying UFCU Account requiring more than one signature for withdrawal, draw or transfer of funds is not eligible for the Service. You agree not to use the Service with a Qualifying UFCU Account that requires more than one signature to withdraw, draw, or transfer funds.

Any individual age 18 years and older with an account in the United States that may receive POS debit card transactions or ACH transactions may use this Service to receive funds transferred by a Sender. The Service is not offered to individuals under the age of 18.

For purposes of this Service, we do not knowingly collect any personal information from or about individuals under 18 years of age. Please do not submit such information and, as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the Service, you warrant your compliance with these requirements.

We reserve the right to determine your eligibility for any product or service we offer, at our sole discretion.

Transfers

A Sender may make one-time Transfers by entering the amount of the transfer and selecting the debit card number for the debit card issued on a Qualifying UFCU Account from which you wish to make the transfer. Further, the Sender must provide the Recipient's name and email address or mobile phone number; the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days or the Transfer will be cancelled and reversed. During

this period, funds are removed from the Sender's Account for the amount of the Transfer plus the amount of the Service fee, which is **\$0.75**. You must have sufficient available funds of at least the amount of the Transfer plus the amount of the Service fee to make the Transfer. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institutions for deposit to the Recipient's Account. If the Sender and Recipient are both Credit Union members, a Transfer is immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Transfer is made between Accounts at different financial institutions, the Transfer is immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once accepted. We are not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from the intended Recipient. The name, when entered by a Sender, helps to identify the intended Recipient in the drop down menu and transaction history but will not be used to process payments. The Sender must accurately enter the Recipient's email address or mobile phone number; the obligation to pay for the Transfer will not be excused by an error in the Transfer Instructions entered.

Transfer Instructions and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, and any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). You agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until we or the receiving financial institution that holds the Account has finally settled such credit. You acknowledge that you have received notice of this requirement and of the fact that if final settlement for a Transfer is not received for any reason, the amount of such Transfer may be charged back to any of your accounts or a refund from you otherwise obtained.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the account whose numbers you provide or into the account associated with the debit card number you are providing. You authorize the Credit Union, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

You as Sender authorize the Credit Union to debit your Account to complete the Transfer you request in accordance with your Transfer Instructions. You as Receiver authorize the crediting of your Account using the applicable network(s).

All Transfers must be made in U.S. Dollars.

Sender Acknowledgment

By using this Service you as Sender authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending; you are further authorizing any

Recipient of this message to act on the instructions to receive the funds you are sending. You as Sender acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives an email or text message or acts upon the email or text message you as Sender provide. Funds may not reach an intended Recipient because of errors made by the Sender or Recipient, and all funds may be lost. Funds that are credited to the Recipient's Account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Transfer Instructions. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting to originate a Transfer without sufficient available funds to complete the Transfer; see the section below titled "Amendment, Suspension and Termination" for more details.

Recipient Acknowledgment

By using this Service, you as Recipient are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution is not a part of a participating debit card network, you will be asked to provide your account number and routing information for your account at a financial institution so the funds may be transferred through the Automated Clearing House network.

It is important when using the Service that you enter accurate information. You agree that United Federal Credit Union, the receiving financial institution and our Service Provider may rely solely on the instructions you as Receiver provide. If you enter inaccurate debit card or account information, funds may be deposited into another person's account. You as Receiver acknowledge that the deposit may be made based on the account number or debit card number you provide even if those numbers do not correlate to the name that you provide. It is the Recipient's responsibility to work with the financial institution to which the funds were sent, and all funds may be lost; funds that are credited to an account in accordance with your instructions cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender and Recipient's instructions.

By using this Service, you as Recipient agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you are not the person for whom the funds are intended, then you agree to take no further action to deposit the funds into your account. You understand that it is a federal crime to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, we

reserve the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

Fees and Limitations on Transfers

You may transfer up to \$2,000.00, inclusive, per Transfer. We have also established limits on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed on a daily and monthly basis. You may send multiple Transfers each day; a separate fee of \$0.75 is charged for each Transfer you send. We may modify the fee amount and the limitations on the number and amount of Transfers at any time for security reasons or due to account activity.

Transfers will be made from the Qualifying UFCU Account for which the debit card designated in the Transfer Instructions was issued. Transfers may overdraw the Qualifying UFCU Account and may result in a transfer from another account, including without limitation a savings account or line of credit, or use of the Courtesy Pay service to cover the overdraft in accordance with the overdraft protections applicable to the Account. In any of these situations, a transfer fee or Courtesy Pay fee will be charged, as applicable. You as Sender will be responsible for any other transaction fees that apply to the Qualifying UFCU Account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees.

A receiving financial institution may have limits on the number and type of Transfers allowed. A receiving financial institution may also charge a transaction fee for each transaction.

Timing of Transfers

Transfers to remove funds from the Sender's Account may take place immediately. However, the timing of receipt of the transferred funds will depend on when the Recipient responds to the email and when the receiving financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of the receiving financial institution.

Issues Affecting the Posting of Transfers

Events outside of our control may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving financial institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving financial institution may choose not to post the Transfer or to delay posting the Transfer. Neither we nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not permit the institution to post a POS or ACH transfer of funds to the account identified for the Recipient. You as Receiver are responsible for ensuring that these types of Transfers are allowed for the account that you specify. For example, an individual retirement

account (IRA) may not allow electronic transfers directly into the account. We are not responsible for any action or lack of action taken by the receiving financial institution that delays, inhibits, or prevents the posting of the Transfer to an account.

Statements

Your Transfers will be included on the periodic statements we provide or make accessible to you for your accounts with us, if any. You must promptly examine your account statement. You agree to notify us promptly if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

Your Liability for Authorized Transfers

YOU ARE LIABLE FOR ALL TRANSFERS THAT YOU MAKE OR AUTHORIZE, EVEN IF THE PERSON YOU AUTHORIZE EXCEEDS YOUR AUTHORITY. If you permit other persons to use the 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 Transfers

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 amounts available for overdraft protection).

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 email service or other electronic means that we have not specifically authorized for this purpose.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

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.

In Case of Errors or Questions About Your Electronic Transfers

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

United Federal Credit Union
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 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 you to 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, 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.

Security and Access Codes

If the receiving financial institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the Account information you have provided.

To prevent unauthorized access to your accounts and to prevent unauthorized use of the Service, you agree to protect and keep confidential all Access Codes or other means of accessing your accounts via the Service. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your computer, mobile phone or other devices used to access the Service 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 the 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. If you believe someone may attempt to use or has used the Service 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 above entitled "Notify us IMMEDIATELY of Unauthorized Transfers".

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 the Access Codes used to access and use the Service without prior notice to you, and if we do so, you will be required to change your Access Codes the next time you access the Service.

Cookies, Browser Information and Related Issues

When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences

and other information on your computer or other device in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

Access to Information about You

You may review and update the personal information maintained about you using the Update Contact Info option in the Settings menu in Online Banking at any time to ensure that it is accurate.

Once you close your Qualifying UFCU Accounts with the Credit Union or you no longer have a debit card, you may no longer send Transfers. However, your account information will be maintained for a retention period to assist with resolving any residual issues that may arise.

We will only disclose information concerning accounts 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 an account for a third party, such as a credit bureau or merchant;
- if the information relates to improper use of accounts; or
- to comply with government agency, court orders, or other applicable law, as explained in our Privacy Policy available online at www.unitedfcu.com.

Amendment, Suspension and Termination

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

We have the right to make changes to this Agreement, including without limitation the fees and charges applicable to the Service, at any time by posting a revised version on the Site. Any changes to this Agreement may include the addition of new charges or terms. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. We may also provide you with an email notification of such amendments. We may require you to affirmatively acknowledge or accept the revised Service Agreement in order to continue using the Service. Any use of the Service after a notice of change whether by Site posting, email, or express acknowledgment or acceptance will constitute your express agreement to such changes

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.

We have the right to suspend or terminate the Service and this Agreement at any time. We will ordinarily send you notice of any suspension or termination, but we are not required to do so unless applicable law requires 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 the Service.

You may terminate this Agreement at any time by notifying us in writing at our address provided herein. The Service will no longer be available once 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 Transfers may be initiated using the Service; however, any Transfers that were initiated prior to us acting upon your notice of termination will continue to be processed.

Our Liability and Limitations on Liability

If we do not process a Transfer on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages up to the limits outlined in this Agreement.

Notwithstanding the foregoing, IN NO EVENT SHALL UNITED FEDERAL CREDIT UNION 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 OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, 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.

We will NOT be liable, for instance:

- if, through no fault of ours, there is not sufficient available funds in an account to make a Transfer;
- 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 an account has been closed or is not in good standing;
- if the Service, the Online Banking service, or your operating system or software was not functioning properly at the time you attempted to initiate or accept a Transfer and it was or should have been apparent to you at that time;
- if your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction;
- if the receiving financial institution mishandles or delays processing or posting a Transfer sent using the Service;
- if you have not provided us with complete, correct, or current account numbers or other identifying information so that the transaction can be properly completed;

- 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 aware;
- if you have not provided us with complete and correct Transfer information, including without limitation the transfer amount for a Transfer;
- if circumstances beyond our control (such as fire or flood) prevent the transfer, 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 process a Transfer and is not intended to list all of the circumstances where we would not be liable.

UNITED FEDERAL CREDIT UNION'S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS 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 THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Limitations of Warranties

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "**AS IS**" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS 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 THE 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.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF UNITED FEDERAL CREDIT UNION 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 OR OTHER REASONS.

Time for Making a Claim

IN NO EVENT SHALL UNITED FEDERAL CREDIT UNION 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 OF COMPETENT JURISDICTION 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.

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.

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 email address that we have for you in our records or we make such notices or other communications available to you through other 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.

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.

Waiver

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 on our part 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.

Indemnification

You agree to indemnify, defend, and hold United Federal Credit Union and our affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of the Service, our reliance on the Transfer Instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your accounts.

Severability

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. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is 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.

Choice of Law

This Site is created and controlled by Service Provider and United Federal Credit Union in the State of Michigan. As such, the laws of the State of Michigan will govern this Service Agreement, without giving effect to any principles of conflicts of laws.

Contacting Us

If you have any questions about this Service or this Agreement, you may contact us at the phone number or postal address below:

United Federal Credit Union
Member Service Center (888) 982-1400
PO Box 125
Saint Joseph, MI 49085

Disclosure Access

You may access Our Privacy Policy at <https://unitedfcu.com> relating to the collection and use of your information.

Our Electronic Fund Transfer (EFT) disclosure is available by viewing our Terms and Conditions document at <https://unitedfcu.com/policies-and-disclosures/>. Non-Credit Union members should consult their financial institution for their EFT disclosures.

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.

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 the Service to perform any transactions described in this Agreement.
- Physically signing or electronically consenting to this Agreement.

Your electronic consent or use of our Service has the same effect as if you had signed this Agreement with your physical signature. Your physical signature, electronic consent, or use of

the Service is also your acknowledgement that you have received a copy of this Agreement in paper form, or if you have provided electronic consent, in electronic form.