

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

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

Online Access Agreement

This Online Access Agreement (“this agreement”), as amended or supplemented from time to time, states the terms and conditions that apply when you apply for qualifying account(s) with us using the internet; open qualifying account(s) with us using the internet; access account information or services over the internet, including without limitation access account statements, disclosures, notices, letters, and other information provided by us electronically or transfer funds between qualifying accounts, through our website www.UnitedFCU.com, our Mobile App, and/or our online banking services (collectively, the “Service”).

We endeavor to provide you with quality Service availability. We cannot and do not guarantee the completeness or accuracy of the information provided.

Please note that this agreement contains a binding ARBITRATION AND CLASS ACTION WAIVER provision which affects your rights with respect to any claims or disputes by or against United Federal Credit Union. Please closely review the Arbitration and Class Action Waiver section of this agreement. You may opt out by following the specified process within the specified timeframe.

Explanation of Certain Terms

The terms “we”, “us”, “our”, “United”, “Credit Union”, and “UFCU” refer to United Federal Credit Union and its successors and assigns.

"You" and "your" mean each individual or organization that use the Service, which is subject to the terms of this agreement.

An “account” means a share, loan or other account, including without limitation an application for such account.

"Business Day" means a day that we are open for general business other than a Saturday, Sunday or a legal holiday.

“Communication” means an instruction, request, order, information, input, or other communication received by us related to your use of the Service.

“Indemnitees” means United Federal Credit Union, our directors, officers, employees, agents, affiliates, successors and assigns.

"Consumer Account" means an account established primarily for personal, family, or household use and includes without limitation an account owned by a trust other than a trust that qualifies as a legal entity

in accordance with our anti-money laundering compliance program under 31 U.S.C. 5318(h) and its implementing regulations.

“Indemnitees” means United Federal Credit Union, our directors, officers, employees, agents, affiliates, successors and assigns.

“Non-Consumer Account” means any account other than a Consumer Account, including without limitation an account established for business purposes and an account owned by a trust that qualifies as a legal entity in accordance with our anti-money laundering compliance program under 31 U.S.C. 5318(h) and its implementing regulations.

“Security Procedures” means the applicable security procedures related to, arising out of, or used in connection with a Service, including without limitation enrolling in a Service, accessing a Service, making transactions using a Service, or verifying the origination of Communications purporting to be sent by you; such security procedures may include without limitation the use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, tokens and other security devices, systems and software. Security Procedures include without limitation quick log in methods such as Touch Authentication and four (4) digit passcodes.

“System” means all software, hardware, equipment, communications network, internet service, or other products or services necessary for you to access the Service, including without limitation a personal computer or other screen-based electronic device.

“Third-Party Login Credentials” means access number(s), password(s), security question(s) and answer(s), account numbers, login information, and any other means of access to third-party accounts (accounts not with us) and information, including without limitation digital money management services or third-party payment authorization, available through the Service.

Security Procedures and Third-Party Login Credentials

To use the Service, you must use the Security Procedures we establish or provide for you. Some Service features utilize Third-Party Login Credentials, which you may provide to us to access those features. Keep your Security Procedures confidential to prevent unauthorized use of or loss to your accounts. You agree to protect and keep confidential all Security Procedures 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 the System you use to access your accounts and unauthorized use of the Security Procedures and Third-Party Login Credentials. The loss, theft, or unauthorized use of the Security Procedures could cause you to lose some or all of the money in your accounts, plus any amount available under overdraft services. 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 the Security Procedures or Third-Party Login Credentials 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 the Security Procedures 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 the Security Procedures will have full access to your accounts even if you attempt to limit that person's authority; that person will have full access to any of your accounts which are accessed by those Security Procedures, even if those accounts are in your name with another person or contain information obtained through the use of Third-Party Login Credentials. If you believe someone may attempt to use or has used the Security Procedures without your permission, or you suspect 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 the Security Procedures or Third-Party Login Credentials. 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 Security Procedures without prior notice to you, and if we do so, you may be required to change the Security Procedures the next time you access the Service.

Protecting Your Identification Information

In addition to protecting the Security Procedures and Third-Party Login Credentials, you should also take precautions to protect your 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 identification 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 System you use to access the Service.

Individual Agreement for the Service

We do not have joint agreements for the 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 the 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 the Service. You must be a named owner, obligor, trustee, or other authorized user on a qualifying account in our records to access an account through the Service. 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 access the Service, visit www.UnitedFCU.com or download our Mobile App from the application store appropriate for your System.

How to Use the Service

Please refer to our online help and instructions on how to use the Service, which can be found at <https://UnitedFCU.com/help>.

Types of Transactions Available through the Service

You or someone you have authorized by giving them your Security Procedures (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.

When Online Funds Transfers are Made

You authorize us to transfer your funds between any of your accounts with us when requested to do so in an instruction by you to us. Any such request shall be in an amount not to exceed any limit established by us from time to time.

Requests for the transfer of funds will be made in accordance with the Security Procedures. Such Security Procedures are solely for the purpose of verifying the origination (but not errors in transmission or content) of such requests.

We will not be liable for failure to execute any request for the transfer of funds for which you have not provided us with complete information or which would violate this agreement or any other agreement between you and us.

Transfers may not be 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 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 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 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 Cut-Off Time on any Business Day will be made on the next day. **Information you obtain about your accounts using the 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 authorized or made but have not yet been posted to your accounts could cause you to overdraw your account.

If more than one transfer of funds request is made at or about the same time and the available funds in the applicable account do not cover all such requests, we, in our sole discretion, may execute as many of such requests as possible within the dollar limits of such available funds and any overdraft protection plan you have established, in any order convenient to us.

Online Banking 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 System. 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.

System Specifications

We will provide you with the specifications for any System that we have determined to be compatible with the Service. You will be responsible for acquiring the required System and installing and maintaining it in good working condition, including but not limited to any costs associated therewith. If you choose to use a System that differs from that recommended by us, we are not liable to you for any malfunction, nonfunction, inaccuracy or other failure of the Service to operate as expected.

Communications Link and Your System

You agree it is your responsibility to obtain and maintain your online communications link to the Service and ensure that your use of such communications link is in compliance with any applicable requirements, including any requirements of telecommunications companies and authorities. You agree you are responsible for obtaining, installing, maintaining and operating any System. 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 System used to access the Service and for the transmission and receipt of information using such System. You acknowledge that you are using the Service for your convenience, have made your own independent assessment of the adequacy of the

System, and are satisfied with that assessment. Downloads from our website or any application store are provided “**AS IS**” and we provide no representation, warranty or guarantee that any download will not contain a virus or other destructive device. We are not responsible for any errors or problems that arise from the malfunction or failure of the System nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your System.

Risk Of Loss

In the event of a failure or interruption of an online communication link to the Service or other 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 via the internet to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any such failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

Limitations of Service

When using the Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend or revoke the Service immediately and at any time without prior notice to you. In the event the Service is not available to you, you acknowledge that you can access account information or conduct transactions by phone, at a branch location, through a participating ATM, or by mail.

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

For security reasons, we may implement limits on the number and dollar amount of transactions you can make using the Service. We may change your transaction limits at any time. Any decrease in your transaction limits may be subject to notice, as required by applicable law, but you agree that we may cancel your access to the Service or reduce your limits on the number or amount of transactions you can make using the 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 (3) prior calendar months.
- You have had any prior transaction on 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.

***** THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT RELATE ONLY TO CONSUMER ACCOUNTS: *****

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 for the Service, we will be liable for your losses or damages. However, there are some exceptions.

We will NOT be liable, for instance:

- if, through no fault of ours, you do not have sufficient available funds 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 Service or the System 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 agreement 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 SERVICE, YOUR DAMAGES WILL BE LIMITED TO ACTUAL DAMAGES ONLY. WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WE WILL NOT BE RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNATIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF FUTURE REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, OR BUSINESS INTERRUPTION), COURT COSTS, OR ATTORNEYS' FEES.

Statements – Consumer Accounts

Your account transactions will be reflected on periodic statements we issue to you for your accounts with us. You must promptly examine your account statement. You agree to notify us promptly if you change your mailing address, if you change your e-mail address, or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

Your Liability for Unauthorized Transactions From Consumer Accounts

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

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of Security Procedures, 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 Transactions Involving Consumer Share Accounts

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 on a share account that is governed 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 share 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 share 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 share accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new share accounts, we may take up to twenty (20) Business Days to provisionally credit your account for the amount you think is in error. Your share 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 share 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.

Notices – Consumer Accounts

Unless otherwise required by applicable law, any notice or written communication given pursuant to this agreement may be sent to you electronically. We may, in our sole discretion, provide notice by email or other electronic form or by mail. Except as otherwise provided in this agreement or otherwise required by applicable law, 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.

***** END OF THE TERMS AND CONDITIONS OF THIS AGREEMENT THAT RELATE ONLY TO CONSUMER ACCOUNTS *****

***** THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT RELATE ONLY TO NON-CONSUMER ACCOUNTS: *****

Additional Warranty from You – Non-Consumer Accounts

You warrant to us that you will comply with this Service-Specific Terms and Conditions, the Treasury Management Services Agreement, and all other applicable agreements, rules, laws and regulations.

Indemnification – Non-Consumer Accounts

You will indemnify and hold harmless Indemnitees from and against all claims, demands, expenses, liability, loss and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) related to, arising out of, or in connection with your use of the Service or breach of any

warranty set forth herein. This indemnity will survive the termination of this agreement.

Statements – Non-Consumer Accounts

Account transactions will be reflected on periodic statements we issue to you for your accounts with us. You must promptly examine your account statement and promptly notify us of any discrepancy between your records and the information shown on any such periodic statement. If you fail to notify us of any such discrepancy within fourteen (14) calendar days of receipt of a periodic statement containing such information, we shall not be liable for any loss, including loss of dividends, resulting from your failure to give such notice. You agree that fourteen (14) calendar days from the date of receipt of the periodic statement is a reasonable time for you to notify us of any errors or discrepancies, unless any laws, rules or regulations provide for a shorter period of time.

***** END OF THE TERMS AND CONDITIONS OF THIS AGREEMENT THAT RELATE ONLY TO NON-CONSUMER ACCOUNTS *****

Business Days

The Service is generally available twenty-four (24) hours a day, seven (7) days a week. However, from time to time, some or all of the Service may not be available including without limitation for reasons such as system maintenance. We process transfers between accounts held by us every day; however, we only process other transactions and update information on 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.

To try to stop or change a transfer you have instructed us to make, access the appropriate function in the 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 in this paragraph titled **Stopping or Changing**

Transfers, and we do not do so, we will be liable for your losses or damages (subject to any applicable limitations).

Stop Payment Requests

If you have chosen to use the stop pay function of this Service, you agree that stop payment orders or cancellations initiated using this Service will be handled as provided in the Terms and Conditions of Your Account agreement for the account(s) accessible through this Service, except that no separate written confirmation to us of stop payment orders or cancellations placed via this Service is necessary for your order to be effective for six (6) months. Your order will lapse after that time if you do not renew the order either in writing or via this Service before the end of the six (6) month period. Before placing stop payment requests, you are responsible for verifying nonpayment of the item during all prior check information retention periods. You are responsible for verifying that stop payment orders and cancellations are entered correctly.

Fees

We may charge fees in connection with the Service. Any fee(s) charged in connection with the Service are disclosed within the Service and/or on our applicable fee schedule(s). If we start charging a fee or make a change to a fee, we will comply with any notice requirements under applicable law for such change. Cancellation of the Service does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of the Service.

Consent to Contact You via Mobile Phone

You agree that we or our authorized agent may contact you via any wireless device used to access the Service for any purpose concerning your accounts with us, including but not limited to account servicing and collection purposes. Your consent applies to any mobile device or mobile phone that you use to access the Service and any telephone number you have provided to us or we have obtained. You understand and agree that your consent authorizes us or our authorized agent to contact you using autodialed or prerecorded calls and text messages.

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 are not a natural person, we will issue one set of Security Procedures to you by providing such Security Procedures to an authorized user. If you permit other persons to use the Service and/or your Security Procedures, it is your responsibility to ensure that Security Procedures are provided only to authorized persons, and you are responsible for any transactions they authorize from your accounts. You represent to us that anyone else using your Security Procedures has general authority from you to give us instructions to perform transactions using the Service. Each person using the Security Procedures 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 owner, authorized signer, or 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 Security Procedures to make transfers or obtain information or other services.

If you have given someone the Security Procedures 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 the Security Procedures or take other steps to prevent further access by such person.

Notify us IMMEDIATELY of Unauthorized Transactions

Tell us AT ONCE if you believe your Security Procedures 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 any amount available under your overdraft protection plan).

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.

Transfers Involving Insufficient Available 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 will survive termination of this agreement.

Furnishing Negative Information

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

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 transaction, transfer, or similar request;
- with your 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.

No Third Party Beneficiaries

This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

Change in Terms and Terminating This Agreement

We reserve the right to change the terms and conditions of the Service or terminate this agreement without notice at any time, unless notice is otherwise required by applicable law. If applicable law does not specify any notice requirement, we will decide what kind of notice (if any) we will give you and the method of providing any 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. You may terminate this agreement at any time by notifying us in writing, however, any use of the Service will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it.

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. Without limiting the foregoing, no course of dealing between us and you will constitute an amendment of this agreement.

We may routinely terminate the Service if you have not used it within the first (30) days after activation, you have closed all of your qualifying accounts, or if your use of the Service has been inactive for a year.

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. Your use of the Service after we have made any changes to the agreement will be considered your agreement to the change.

Assignment

You may not assign this agreement. We may assign this agreement without your consent.

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 will 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 will impair such right or remedy or be construed as a waiver of any such right or remedy. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

Limitation of Liability; No Warranties

IN THE EVENT WE ARE EVER LIABLE TO YOU FOR DAMAGES RELATED TO THE SERVICE, YOUR DAMAGES WILL BE LIMITED TO ACTUAL DAMAGES ONLY.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE WILL NOT BE RESPONSIBLE WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE FOR ANY LOSS, DAMAGE, OR INJURY OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNATIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF FUTURE REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, OR BUSINESS INTERRUPTION) ARISING FROM OR RELATED TO THE SYSTEM, INCLUDING WITHOUT LIMITATION THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF HARDWARE OR SOFTWARE, 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 THE 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 SERVICE 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 (I) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED IN THE SERVICE OR IN ANY APPLICABLE AGREEMENT; (II) THE SERVICE WILL MEET YOUR REQUIREMENTS; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (IV) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED. 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 THE SERVICE AND ALL INFORMATION, SERVICES, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

Records

Our records kept in the regular course of business will be presumed to accurately reflect the contents of your instructions and Communications to us and, in the absence of manifest error, will be binding and conclusive. You agree all electronic media, Security Procedures, and other Service-related records used by us in connection with or related to any Service are and will remain our property. We may, at our sole discretion, make available such information upon your request and, if applicable, after your payment of any fees. You agree we may produce telephonic or electronic recordings or computer records, including without limitation e-mail and tele facsimile transmissions, as evidence in any proceeding brought in connection with a Service.

Recordings

You agree that we may record any telephone conversations you have with us regarding the Service 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 the Service, this agreement will 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, except to the extent that this agreement can and does vary such laws and rules.

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 will 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 will 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.

Survivability

Expiration or termination of this agreement for any reason does not release you from any liability or obligation that is expressly stated to survive any expiration or termination of this agreement, that by its nature would be intended to be applicable following any expiration or termination of this agreement, or that is necessary to fulfill the essential purpose of this agreement, including without limitation provisions regarding warranty, indemnification, confidentiality, disputes, choice of law, severability, limitations of liabilities, and rights and remedies upon termination.

Additional Terms

The terms and conditions of this agreement are in addition to any other applicable agreement(s) (including without limitation those found on our forms and applications) and/or disclosures, such as those related to your membership, your account(s), your use of the website, or any services we provide to you, that may be provided to you separately. Such agreements may be found at www.UnitedFCU.com or you may contact us to request a copy.

In the event of any inconsistency between this agreement and terms of our Treasury Management Services Agreement and/or Treasury Services Master Terms and Conditions, into which this agreement is incorporated, the other provisions of the Treasury Management Services Agreement and Treasury Services Master Terms and Conditions will govern. In the event of any inconsistency between this agreement and any other agreement other than the terms of our Treasury Management Services Agreement and/or Treasury Services Master Terms and Conditions, the provisions of this agreement will govern.

Security Procedures

By entering into this agreement or using the Service, you agree to comply with all of our current Security Procedures with respect to transactions and the Service covered by this agreement. This includes but is not limited to protection of Security Procedures and other identifying information.

You agree we will not be obligated to act on a Communication not transmitted in accordance with the Security Procedures and may refuse to act on any Communication where we reasonably doubt its authorization, contents, origination or compliance with the Security Procedures. You agree we will have no duty to discover, and will not be liable for, your errors or omissions.

You acknowledge receiving our current Security Procedures in this agreement and other documents, processes, or communications we may make available to you. **You agree that our current Security Procedures are commercially reasonable in the context of your activities.** You agree that your use of the Service after any changes to the Security Procedures have been made constitutes your agreement that those Security Procedures are commercially reasonable in the context of your activities. We may at any time change our Security Procedures. We may advise you of such changes to the extent they affect your access to or use of the Service 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 Security Procedures are used by or accessible to anyone other than yourself and persons you have authorized.

Notwithstanding any Security Procedures 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 will we be liable to you for the failure of such Security Procedures to detect such errors, regardless of the manner in which we apply such Security Procedures.

ARBITRATION AND CLASS ACTION WAIVER RULES

Please review this provision carefully: It affects your legal rights. Arbitration of a dispute will result in the loss of any right to participate in a class action lawsuit related to the claim arbitrated.

1. Notice of Dispute Required. Before making any claim for damages against us in court or arbitration as provided for under this agreement, you agree to first send us written notice of your claim or dispute. Your notice should be sent to the following address:

UNITED FEDERAL CREDIT UNION
ATTN: LEGAL DISPUTE PROCESSING
P.O. BOX 125
ST. JOSEPH, MI 49085

Your notice to us should include the following:

- (1) Your name and account number (if any).
- (2) Describe your claim or dispute, and explain as clearly as you can why you believe you are entitled to damages.
- (3) Tell us the dollar amount of your alleged damages.
- (4) Tell us your desired resolution to your claim or dispute.

You agree we have thirty (30) days from the date we actually receive your notice to review your claim or dispute, during which time each of us agrees to make a good faith effort to resolve such claim or dispute. This thirty (30) day period will apply to each claim or dispute you notify us of. If your claim or dispute is not resolved to your satisfaction after thirty (30) days, you may make your claim in arbitration (subject to exclusions), as provided below.

2. Arbitration Procedures.

A. Electing Arbitration. Except if you opt out as provided below, you or we may elect to arbitrate any

claim or dispute between you and us arising from or related in any way to this agreement or any account, product, or service you have or have had with us. This arbitration provision applies regardless of whether the claim or dispute is based in contract, tort, or otherwise. If arbitration is elected, any claim or dispute will be resolved by individual (not class-wide) binding arbitration instead of a lawsuit or other resolution in court. This arbitration provision does not apply to any individual action brought in small claims court (or your state court equivalent). Any arbitration hearing will be within 50 miles of your residence at the time the arbitration is commenced, unless otherwise mutually agreed.

B. Arbitration Costs. We will reimburse the amount of filing, case management, administration, and arbitrator fees you are required to pay. Notwithstanding the foregoing, we will not reimburse you for any fees if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party will be responsible for its own fees, including attorneys' fees in any arbitration, except that the arbitrator is permitted to award attorneys' fees to the prevailing party under applicable law or agreement.

C. Arbitrator and Arbitration Rules. The party electing arbitration must choose between one of two organizations: the American Arbitration Association ("AAA"); or Judicial Arbitration and Mediation Services ("JAMS"). The rules and codes of procedure of the chosen organization in effect when arbitration is elected will apply. Arbitration will be conducted by a single, neutral arbitrator. The arbitrator is bound by the terms of this agreement and will be a retired judge or attorney with experience in financial institutions.

D. Effect of Arbitration Award. The arbitrator's decision and award will be final and binding on all parties, except for any right to appeal provided by the Federal Arbitration Act, and may be entered in any court, state or federal, having jurisdiction. Any relief available in a court of law can be awarded by the arbitrators.

3. Federal Arbitration Act. This agreement is considered a transaction in interstate commerce. As such, the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of this arbitration provision. Any issue concerning the validity or enforcement of this arbitration provision, or whether it applies to any specific claim or dispute will be determined by the arbitrator.

4. CLASS ACTION WAIVER. Unless prohibited by applicable law, arbitration will be solely brought in your individual capacity and be solely between you and us. Neither you nor we have the right to participate in a class action in court or arbitration, either as a class representative or class member. No arbitration between you and us may be joined or consolidated with any other arbitration. Under no circumstances shall there be any class action in arbitration. You and United Federal Credit Union acknowledge the Class Action Waiver is material and essential to the arbitration of any claims or disputes and is non-severable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

5. General.

A. Severability; Survival. Except as provided in the Class Action Waiver above, if any term of this arbitration provision is found unenforceable for any reason, it shall be severed and the remaining

terms shall be enforced without regard to the invalid or unenforceable provisions. This arbitration provision shall survive termination of the agreement.

B. Available Relief. This arbitration provision does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf. Nothing in this arbitration provision limits your or our right, whether before, during or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off, or repossession and sale of collateral, or to obtain injunctive relief or interpleader relief. The exercise of these rights will not constitute a waiver of the right to submit any dispute to arbitration.

C. Exclusion. To remove any doubt, this arbitration provision does not apply to: (i) any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling); or (ii) to any consumer credit obtained while you were a covered borrower as defined by the Military Lending Act.

6. RIGHT TO OPT OUT. YOU MAY OPT OUT OF THIS ARBITRATION AND THE CLASS ACTION WAIVER PROVISION BY SENDING A WRITTEN REQUEST TO US AT UNITED FEDERAL CREDIT UNION, ATTN: OPERATIONS, P.O. BOX 125, ST. JOSEPH, MI 49085. YOUR WRITTEN NOTICE MUST INCLUDE YOUR NAME, ADDRESS, ACCOUNT NUMBER, AND INDICATE YOUR CHOICE TO OPT OUT OF THIS ARBITRATION AND CLASS ACTION WAIVER PROVISION. NOTICE MUST BE RECEIVED WITHIN SIXTY (60) DAYS AFTER THIS AGREEMENT WAS DELIVERED OR OTHERWISE MADE AVAILABLE TO YOU. IF YOU FAIL TO OPT OUT WITHIN THIS SIXTY (60) DAY PERIOD, YOU WILL BE DEEMED TO HAVE PROVIDED YOUR CONSENT TO THE RESOLUTION OF CLAIMS OR DISPUTES THROUGH BINDING ARBITRATION. OPTING OUT OF ARBITRATION WILL NOT TERMINATE OR EFFECT ANY OTHER RIGHTS YOU OR WE HAVE UNDER THIS AGREEMENT. IF YOU OPT OUT, YOU MUST OPT OUT OF ALL TERMS OF THIS ARBITRATION AND CLASS ACTION WAIVER PROVISION. YOU MAY NOT OPT OUT OF ONLY CERTAIN TERMS.

Electronic Signatures

You agree that we may offer you the ability to execute or sign this agreement, applications, amendments, service requests, written forms, agreements, records, and other information, records, or documents related to the Service using an electronic signature. You understand and agree that any electronic signature will constitute your legal signature and that the electronic signature executed in conjunction with the electronic submission of information will be legally binding on you. You further agree that any electronically transmitted document or record executed or signed with an electronic signature will be deemed to have been duly and validly delivered and will be valid and effective for all purposes. You agree that you may not raise as a defense to the enforceability of this agreement or any electronically signed document or record (and you forever waive any such defense) any argument based on either (a) the use of electronic transmission to deliver a signature; or (b) the fact that any signature was signed and subsequently transmitted electronically. If you believe or have reason to believe that an electronic signature was used on a document without your consent or authorization, you agree to immediately notify us in accordance with this agreement.

Signatures

You agree to all of the provisions of this agreement by any and all of the following means:

- Using the Service.
- Physically or electronically signing this agreement.
- Causing your agent to physically or electronically sign this agreement.
- Entering into, consenting to, or otherwise accepting this agreement electronically.

Your electronic consent or use of the Service has the same effect as if you or your authorized agent 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. If you would like to have a paper copy of this agreement, please call us at (888) 982-1400 or write to us at:

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

Unauthorized use of the Service is strictly prohibited.

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 or (269) 982-1400, 8:00 am to 10:00 pm ET, Monday through Friday and 8:00 am to 4:00 pm ET on Saturday.