



Treasury Services Master Terms and Conditions

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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.

GENERAL TERMS

- 1. Introduction.** This Treasury Services Master Terms and Conditions (“TSMTC”) contains the terms and conditions under which we provide treasury management services. This TSMTC supplements the Business Member Account Terms and Conditions and supersedes any prior agreements between you and us on the subject matter hereof and will be binding upon your heirs, representatives, and successors. In the event of any inconsistency between this TSMTC and the Business Member Account Terms and Conditions, this TSMTC will govern.

This TSMTC uses capitalized terms that are defined in the Glossary or in the Service-Specific Terms. The terms “we”, “us”, “our”, “United”, “Credit Union”, and “UFCU” refer to United Federal Credit Union and its successors and assigns. The terms “you”, “your” and “Member” refer to the member identified on the Treasury Management Services Agreement. By signing and returning the Treasury Management Services Agreement, you agree to the General Terms Section of this TSMTC that contains terms and conditions applicable to every Service. You also agree to the Service-Specific Terms of this TSMTC containing the specific terms and conditions of each Service we provide to you. If you would like an additional Service, the Service-Specific Terms of this TSMTC are applicable to the provision of the additional Service when we approve your use of that Service. You may begin using the additional Service when we have received all requested information and properly executed forms. In the event of any conflict between the General Terms of this TSMTC and the Service-Specific Terms of this TSMTC, the Service-Specific Terms will prevail with respect to the Service. Whenever you use any of the Services covered by this TSMTC, you agree to be bound by these terms and conditions, as amended from time to time.

Please read this TSMTC carefully and keep it for your records.

1. 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.

- a. 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:

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

b. Arbitration Procedures.

- i. **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.
- ii. **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.
- iii. **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.

- iv. **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.
- b. **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.
- c. **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.
- d. **General.**
 - i. **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.
 - ii. **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.
 - iii. **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.

- e. **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.**
2. **Scope of Services and Access.** Treasury management services provided by us to our members include the following Services, together with such additional treasury management services as we may provide to you from time to time: Automated Clearing House (ACH), Business Digital Banking, Business Mobile Check Deposit, Business Remote Deposit Capture, CashFlow CentralSM by United, Funds Transfer, Sweep Service, and Positive Pay. Certain treasury management services are accessible only through our Business Digital Banking Service for which you must separately enroll. You may be required to submit an Application for a Service in order to enroll in such Service; applications for treasury management services may be approved or denied in our sole discretion. You may not qualify for all treasury management services. By using a Service, you represent that you meet all eligibility requirements for the Service. In the event of any conflict between the Service-Specific Terms of the Business Digital Banking Service and another Services' Service-Specific Terms, the other Services' Service-Specific Terms will prevail.
3. **Representations and Warranties.** You represent and warrant as of the Effective Date of the Treasury Management Services Agreement and each time a transaction is requested or performed in connection with a Service that: (i) you are duly organized, validly existing and in good standing under the laws of your jurisdiction of organization; (ii) you have all requisite power and authority to execute, deliver and perform your obligations in accordance with this TSMTC; (iii) the Treasury Management Services Agreement has been duly authorized and executed by you and constitutes your legal, valid and binding obligation; (iv) any electronic signatures used on any agreement, application, request, form, or document were duly authorized and executed by you and constitute your legal, valid and binding signature; and (v) any consent or authorization of any governmental authority or third party required to be obtained by you in connection with this TSMTC has been obtained. WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIM ALL WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY OF ANY

SERVICE, OR THE COMPATIBILITY OF SERVICE SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS SECTION 3 GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. You represent and warrant that no Service will be used for personal, family or household purposes.

- 4. Liability.** We will be responsible for any loss sustained by you only to the extent such loss is caused solely by our willful misconduct. In no event will clerical errors or mistakes in judgment constitute willful misconduct, nor will we have any liability for any indirect, incidental, exemplary, consequential (including without limitation loss of future revenue or income, lost profits, diminution of value, loss of business reputation or opportunity, or business interruption), special or punitive damages, whether arising in contract, by statute or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by us. Under no circumstances will we be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with any Service that is caused by interruption of telephone, tele facsimile or communication facilities; delay in transportation, equipment breakdown or mechanical malfunction; electrical power, internet disruption or computer failure; accidents, fire, flood, explosion, theft, natural disaster or other catastrophe; acts or failure to act by you or any third party; strikes or lockouts; or emergency conditions, riots, war, acts of government or other circumstances which are unavoidable or beyond our control. We will not be liable for failure to perform any of our obligations in connection with any Service if such performance would reasonably result in breach of any court order, law, rule, regulation or requirement of any governmental authority. If we fail to credit your accounts utilized in connection with any Service in accordance with the Service-Specific Terms of this TSMTC applicable thereto as of the date such credit was earned, upon discovery or notification of such error, we will properly credit such account; we will not incur any further cost, expenses or liability for such error, including without limitation any costs associated with your failure to invest the amount of funds not properly credited to the account.
- 5. Indemnification.** You will indemnify and hold harmless us and each of our 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) incurred by or asserted against Indemnitees in any way relating to or arising out of any Service, except to the extent such expenses, liability, loss or damage is caused solely by the willful misconduct of Indemnitees. You agree that reliance, without further investigation, on any oral, telephonic, electronic, written or other Communication believed in good faith to have been given by you will in no event constitute gross negligence or willful misconduct on the part of Indemnitees. This indemnity will survive the termination of this TSMTC.

- 6. Payment and Taxes.** You agree to pay us for the performance of each Service in accordance with our fee schedule in effect at the time the Service is provided, which we may change from time to time. You agree to pay any sales, use or similar tax applicable to any Service. If we, in our sole discretion, pay any such tax, you will reimburse us in the amount of such payment upon demand. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction. You agree to pay all attorneys' fees and other costs and expenses we may incur in collecting any amounts due in connection with the provision of any Service. You agree that we may charge against and deduct from any of your accounts with us any fee, tax, or other amounts due to us now or in the future in connection with the provision of any Service without prior notice and when permitted by law. We may, in our sole discretion, debit any of your accounts with us, bill you, and set off against any amounts we owe you without prior notice. We will have the right to credit or debit any of your accounts with us to correct any processing error or irregularity made in connection with the provision of any Service. You will be provided with 30 days' notice of any change in the fee schedule in accordance with the notice provisions of Section 19, with the heading Notice to Us. This Section will survive the termination of this TSMTC.
- 7. Authorized Users.** By authorizing one or more Authorized Users, you are solely responsible for the actions or inactions of your Authorized Users. One or more Services may permit or require you to have an administrative Authorized User for the Service. You agree that any person authorized to act for you may be an administrative Authorized User. You authorize administrative Authorized Users to appoint other Authorized Users to act on your behalf for the Service and grant, manage, change, and revoke account rights for other Authorized Users for the Service. You are responsible for all transactions that you or your Authorized Users authorize using a Service, and we will have no liability to you for permitting or executing any transaction requested by an Authorized User, even if such transaction exceeds amount limitations or contravenes transaction requirements set you that we have not expressly agreed to in writing, such as maximum withdrawal or transfer limits for certain transactions. If you have more than one Authorized User, each person individually may provide us with instructions, make any decision, obtain any information, or make any request associated with a Service. You represent and warrant that you have taken all internal actions necessary to ensure that Authorized Users are duly authorized under the terms of the corporate bylaws, partnership agreement, or other internal documents and applicable law that govern the authorization of Authorized Users.
- 8. Security Procedures and Communications.** Certain Security Procedures designed to verify the origination (but not errors in transmission or content) of a Communication may be used in connection with a Service. You are responsible for all transactions and activities performed

on your accounts. You agree that the Security Procedures for each Service are commercially reasonable in the context of your business operations. 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 agree that if we comply with the Security Procedures for a Service with respect to a Communication, we (i) will be entitled to act on that Communication and will not be obligated to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation thereof, and (ii) will not be liable for acting on and you will be bound by any Communication sent in your name whether or not actually authorized by you. If you select certain Security Procedures to use in connection with a Service and those Security Procedures provide less protection against unauthorized transactions or unauthorized activity than other Security Procedures offered by us in connection with such Service, you agree that the Security Procedures you select are commercially reasonable to the same extent as the Security Procedures offered by us that provide greater protection. We reserve the right to require the use of new Security Procedures and to cancel or change any Security Procedures from time to time. We may advise you of changes to the Security Procedures to the extent they affect your use of a Service, but failure to do so will not affect your obligations or our rights. Whenever the Security Procedures include assigning any confidential password, logon identification, identification code, personal or location identification number, repetitive code, token or other security device to you, you agree you will ensure that no such security device is used by or accessible to anyone other than an Authorized User. You agree you will be solely responsible for the safekeeping of such security device and assume all risk of disclosure or use of such security device by any person whosoever, whether or not an Authorized User. You agree we will not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security device.

- 9. Security and Equipment.** You agree to cause a third party review of your information technology, internet, processing security and all related controls to be conducted annually. You agree to maintain commercially reasonable disaster recovery capabilities. To prevent unauthorized use of a Service, you agree to ensure the security of the System. Your obligation to secure the System includes without limitation (i) installing operating system patches, antivirus and malware software, and firewall and spyware detection, as applicable; (ii) keeping the security software current; and (iii) securing physical devices from theft or unauthorized use. You agree to promptly provide us with any additional information we may request regarding your security procedures.
- 10. Security and Breach.** You agree you will implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of the Security Procedures and any security device and will immediately notify us if you believe or suspect any of the following:

(i) someone has means to access your accounts without your permission; (ii) the confidentiality or integrity of any Security Procedure or security device is breached or threatened; or (iii) that any other unauthorized use or security breach has occurred. We may, in our sole discretion, change the parameters for your access to a Service without prior notice to you.

Tell us AT ONCE if you believe the Security Procedures for accessing a Service 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. You acknowledge and agree that TIME IS OF THE ESSENCE in such situations. Quickly telephoning us is the best way of reducing your possible losses. You could lose all of the money in your accounts, plus any amount available in any overdraft protection plan or line of credit.

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

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

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

11. Confidentiality. All Confidential Information is our proprietary and confidential property and/or the proprietary or confidential property of our relevant vendors, licensors or suppliers. You agree to (i) use the Confidential Information only in the ordinary course of your business in the manner specified by us for the provision of a Service to you; (ii) return the Confidential Information to us promptly upon termination of a Service; and (iii) keep the Confidential Information confidential and limit access thereto only to your employees, Authorized Users, or other agents who reasonably require access to the Confidential Information to use a Service in the normal course of their duties, except in response to an order or requirement of a court or governmental body.

12. Information Authorization. You authorize us to use personal information about you for our everyday business purposes, including without limitation to provide you access to a Service; send you information about the Service; perform fraud screening; verify your identity; determine your transaction limits; perform collections; comply with court orders and lawful instructions from government agencies; protect the personal safety of our employees or the public; defend claims; enforce this TSMTC; protect our rights and property; troubleshoot Service issues; and customize, measure, and improve the Service. You authorize us to use your information for risk management purposes and use, store and disclose your information

acquired in connection with this TSMTC as permitted by law, including without limitation to effect, administer, or enforce a transaction, and to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability. You authorize us to retain such data even after termination or expiration of this TSMTC for risk management, regulatory compliance, or audit reasons and as permitted by applicable law for everyday business purposes. You authorize us to use, store, and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement, improvement, system analysis and to analyze the performance of the Service. This Section will survive the termination of this TSMTC.

13. Intermediaries and Third Parties. You agree we may act on any Communication and provide any Service using any payment system or intermediary organization we reasonably select, and you agree our provision of a Service is subject to the rules and regulations of any such system or organization. You agree we may provide a Service to you using one or more Service Providers, in our sole discretion. You agree that we have the right under this TSMTC to delegate to Service Providers all of the rights and performance obligations that we have under this TSMTC. You authorize the transfer of information relating to you, including without limitation your personal data, to a Service Provider we utilize in connection with Services and as we may be allowed or required by court order, law, rule, regulation or any governmental authority. You acknowledge that we may have certain legal record keeping and reporting requirements with respect to a Service and consent to our disclosure to governmental authorities of information concerning you and the Services provided to you that we believe to be appropriate or necessary to fulfill such legal requirements. This Section will survive the termination of this TSMTC.

14. Equipment and Software. If any Service requires you to operate equipment or software, you agree our provision of the Service will be conditional on your proper use and maintenance of such equipment and software. If we supply equipment or software, unless the Service-Specific Terms of this TSMTC provide otherwise, you agree we will remain the owner of such equipment or software, and you will insure it, use it solely in the manner specified by us in connection with the Service, not remove or modify any name or identifying mark on it, and return it to us upon termination of the Service. If we supply equipment or software, such equipment and software is provided by us and our licensors "**AS IS**" and on an "**AS AVAILABLE**" basis.

15. Communications Link. You agree it is your responsibility to obtain and maintain your online communications link to a Service and ensure that your use of such communications link complies with any applicable requirements, including without limitation 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 without limitation those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the System used to access a Service and for the transmission and receipt of information using such System. You acknowledge that you are using a 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 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.

- 16. Risk of Loss.** In the event of a failure or interruption of an online communication link to a Service or a System failure or interruption, your data may be lost or destroyed. Any transaction that you initiated, were in the process of completing, or completed shortly before such failure or interruption should be verified by you through means other than via the internet to ensure the accuracy and completeness of such transaction. 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 so affected.
- 17. Advertising.** Neither you nor we will display any name, trademark or service mark of the other without prior written consent. You will not advertise or promote any Service without our prior written consent.
- 18. Records.** You agree to our telephonic or electronic recording of Communications for security and quality of Service purposes. You agree we may produce such recordings and any Communication and Service-related records, including without limitation email and tele facsimile transmissions, as evidence in any proceeding brought in connection with a Service. You agree our records kept in the regular course of business will be presumed to accurately reflect the contents of your Communications to us regarding a Service and, in the absence of manifest error, will be binding and conclusive. You agree all electronic media, security procedures, and related records used by us for any Service is 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 applicable fees.

- 19. Notice to Us.** Any notice you give to us must be in writing and sent to us by U.S. mail or express carrier at: United Federal Credit Union, Attn: Treasury Management Operations, P.O. Box 125, St. Joseph, MI 49085-0125 and is effective when we receive it and have had a reasonable time to act on it. We will be entitled to rely on any written notice or other Communication believed by us in good faith to be genuine and to have been signed, sent, or acknowledged by an authorized agent. This Section will survive the termination of this TSMTC.
- 20. Notice to You.** Unless otherwise required by applicable law, any notice or written communication given to you related to a Service may be sent to you electronically. We may, in our sole discretion, provide notice by email or other electronic form, including without limitation by posting notice within a Service, sending you a message within a Service, emailing a notice to an email address that you have provided to us, or sending a notice as a text message to any mobile phone number that you have provided us, or by mailing a notice to any postal address that you have provided to us. Except as otherwise provided in this TSMTC 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 the date we send or make such notices or other communications available to you through electronic means. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 19, with the heading Notice to Us. We reserve the right to terminate your use of a Service if you withdraw your consent to receive electronic communications. This Section will survive the termination of this TSMTC.
- 21. Contact Information.** It is your sole responsibility to notify us of any change in your name, address, or other contact information for you and your Authorized Users. You agree to ensure that the contact information in your user profile for each Service is current and accurate. We may permit you to make changes within a Service, or you may contact us by calling (888) 982-1400, sending us a secure message within a Service, or sending us a secure chat at www.UnitedFCU.com and providing such information and supporting documentation in the form and format we require, which will be effective after we have had a reasonable opportunity to act on it. We are not responsible for any transaction errors or fees incurred if you do not provide us with your accurate contact information.
- 22. Extensions of Credit.** You may be required to have specified amounts of Collected and Available Funds in your accounts with us in connection with a particular Service. We are not obligated to extend credit to you unless we have specifically agreed to do so in a separate writing. You agree any account shortage is due immediately and can be deducted directly from your account balance whenever sufficient funds are available. You have no right to defer payment of this liability. We may without notice refuse to honor any Communication if such Communication would create an overdraft or use uncollected funds. The fact that we may

honor Communications that overdraw your available account balance or use uncollected funds does not create a course of dealing or otherwise obligate us to do so later.

23. Discrepancies. You agree to promptly notify us in writing of any error or discrepancy between your account information provided by us in connection with a Service and your own records and promptly provide us with any information we may reasonably request in connection therewith. You agree that fourteen (14) calendar days from the date of the occurrence of any error or discrepancy is a reasonable time for you to notify us of any error or discrepancy, unless any other agreements, the Service-Specific Terms of this TSMTC, or laws, rules, or regulations provide for a shorter period of time.

24. Compliance and Cooperation. You agree to comply with all foreign and domestic federal, state, and local laws, rules, and regulations applicable to any Service, including without limitation the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) regulations and similar laws and regulations. You agree to contact the OFAC toll-free hotline, when reasonable, at 1-800-540-6322. If we provide a Service to you to which the rules of the National Automated Clearing House Association (NACHA) are applicable, you agree to be bound by the NACHA Rules, as amended from time to time. You agree to cooperate in any investigation related to you and your use of a Service and to provide us with any information related to you or your use of a Service that we reasonably request. You agree that if we have reason to suspect that you have engaged in any of the prohibited or unauthorized activities described in this TSMTC or have otherwise breached this TSMTC, we may notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate and/or refuse to provide our services to you in the future.

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

26. Intellectual Property. All marks and logos related to a Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or a Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to a Service, our website, the technology related to our website or a Service, and any and all technology and any content created or derived from any of the foregoing is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding our website or a Service will be considered an uncompensated contribution of intellectual property to us and our licensors,

will be deemed our and our licensors' exclusive intellectual property, and will not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights. This Section will survive the termination of this TSMTC.

27. Termination. This TSMTC and any Service we provide under it may be terminated by either you or us upon 30 days' prior written notice unless otherwise provided in the Service-Specific Terms of this TSMTC. We may also terminate or suspend any or all Services immediately without notice to you if (i) you become insolvent or file, or have filed against you, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (ii) a material adverse change in your business or financial condition occurs; (iii) we reasonably suspect that you have engaged in any fraudulent or illegal activity; (iv) you fail to maintain balances in accounts sufficient to cover overdrafts; (v) you violate the terms of this TSMTC or any financing arrangement with us; (vi) you fail to promptly provide identifying information or financial information reasonably requested by us; (vii) we, in our sole discretion, determine it is impractical or illegal to provide a Service because of changes in laws, rules, or regulations; or (viii) we, in good faith, are unable to determine that you have properly authorized the use of a Service. Notwithstanding any termination, the terms of this TSMTC will survive and continue to apply to transactions initiated prior to termination.

28. Headings and Construction. The section headings in this TSMTC are inserted for convenience of reference only and do not constitute a part hereof.

29. Binding Effect. This TSMTC will bind and benefit the parties and their successors and permitted assigns.

30. Waiver and Remedies. No term of this TSMTC will be considered waived or modified, unless we expressly consent to such waiver or modification in writing. Any such waiver will not constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. No delay or omission on our part in exercising any right or power under this TSMTC will operate as a waiver thereof, nor will any single or partial exercise of any right or power under this TSMTC preclude further exercise thereof or the exercise of any other right or power. A waiver on any one occasion will not be construed as a bar or waiver of any rights or powers on future occasions. The rights and remedies under this TSMTC are cumulative and not exclusive of any rights or remedies that we would otherwise have.

31. Governing Law; Forum; Severability. The terms of this TSMTC and the Treasury Management Services Agreement will be governed by and construed in accordance with the applicable federal law, rules, and regulations of the United States and the internal law of the State of Michigan, except to the extent that this TSMTC and the Treasury Management Services Agreement can and does vary such laws and rules. This TSMTC is also subject to all clearing house association rules and the rules of the Consumer Financial Protection Bureau and the Board of Governors of the Federal Reserve System and their operating circulars, except to the extent that this TSMTC can and does vary such rules. Should these applicable laws or rules be amended, this TSMTC will be deemed amended to the extent necessary to comply with such amendments. If any of the terms of this TSMTC or the Treasury Management Services Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law. The remaining provisions of this TSMTC and the Treasury Management Services 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.

32. Assignment. You may not assign this TSMTC or the Treasury Management Services Agreement to any other person or entity without our prior written consent, which we may withhold in our sole discretion. We may transfer or assign this TSMTC and the Treasury Management Services Agreement or any right or obligation thereunder without your consent.

33. Amendment and Service Changes. From time to time, we may amend any term of this TSMTC by giving you reasonable notice in writing or by posting an amendment in a Service. An amendment will be effective at the time it is posted unless a delayed effective date is expressly stated therein. You agree that your use of a Service after the effective date of such amendment will constitute your agreement to such amendment, and you will be bound by this TSMTC as amended. You may amend your authorizations for each Service or Authorized User by completing and submitting a written request in the form and format we require, which will be effective after we have had a reasonable opportunity to act on it. You may not amend this TSMTC without our prior written consent signed by our duly authorized officer; without limiting the foregoing, no course of dealing between us and you will constitute an amendment of this TSMTC. You agree that we may, from time to time, revise, update, upgrade, or enhance a Service, which may render all such prior versions obsolete, and limit access to only a Service's more recent revisions, updates, upgrades, or enhancements.

34. Survivability. Expiration or termination of this TSMTC for any reason does not release you from any liability or obligation that is expressly stated to survive any expiration or termination of this TSMTC, that by its nature would be intended to be applicable following any expiration

or termination of this TSMTC, or that is necessary to fulfill the essential purpose of this TSMTC, including without limitation provisions regarding warranty, indemnification, confidentiality, disputes, choice of law, severability, limitations of liabilities, and rights and remedies upon termination.

35. Counterparts. This TSMTC may be executed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument.

36. Waiver of Jury Trial; Jurisdiction and Venue. YOU AND WE WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR A SERVICE. YOU AND WE HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS IN BERRIEN COUNTY, MICHIGAN AND THE UNITED STATES DISTRICT COURT OF THE WESTERN DISTRICT OF MICHIGAN WITH RESPECT TO ALL SUCH LITIGATION.

37. Cooperation in Loss Recovery Efforts. In the event of any damages for which we or you may be liable to each other or to a third party related to or in connection with a Service, you and we agree to undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that you or we may be obligated to defend or elects to pursue against a third party.

38. Electronic Signatures. You agree that we may offer you the ability to execute or sign the Treasury Management Services Agreement, applications, amendments, modification requests, service requests, written forms, agreements, and other information, records, or documents related to the Services 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 and records will be legally binding on you. You further agree that any electronically transmitted document 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 TSTMC or any electronically signed document (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 TSTMC.

39. Paper Copies. If you would like to have a paper copy of this TSTMC or any other agreement related to the Services, please call us at (888) 982-1400 or write to us at:

United Federal Credit Union
PO Box 125

SERVICE-SPECIFIC TERMS

AUTOMATED CLEARING HOUSE (ACH)

The following sets forth the terms and conditions under which we will provide the Automated Clearing House ("ACH") Service to you to initiate certain Entries electronically, for payments ("Credit Entries") and/or collections ("Debit Entries"), and we will act as an Originating Depository Financial Institution with respect to such Entries. The Automated Clearing House Service described herein is a "Service" within the meaning of this TSMTC. This Service is accessible only through our Business Digital Banking service for which you must separately enroll.

- 1. Definitions.** Unless otherwise defined herein, terms used in these Service-Specific Terms for our ACH Service will have the meanings provided in Regulation E, the NACHA Rules, and this TSMTC. The term "Entry" will have the meaning provided in the Rules and will also mean the data received from you if you are a Third-Party Sender from which we initiate each Entry.
- 2. Rules.** This ACH Service will be governed with respect to electronic Entries by the NACHA Rules. If there are any inconsistencies between this TSMTC and the NACHA Rules, the NACHA Rules will govern, except to the extent that this TSMTC can and does vary the NACHA Rules. You acknowledge that a copy of the NACHA Rules is available from NACHA – The Electronic Payments Association upon request at current NACHA prices and that you have access to the NACHA Rules. You agree to be bound by the NACHA Rules as in effect and amended from time to time.
- 3. Additional Third-Party Sender Rules.** For each Entry for which you are not the Originator, you (i) represent and warrant that you will not Transmit to us any Entries that violate the laws of the United States and any state laws, regulations or orders applicable to us or you; (ii) represent and warrant that the Originator of each Entry has agreed to assume the responsibilities of an Originator under these Rules and has acknowledged that the Originator may not initiate Entries that violate the laws of the United States; (iii) agree to execute an agreement with the Originator that meets our requirements and the requirements of the NACHA Rules and provide a copy of such agreement to us prior to Entries being Transmitted to us on behalf of that Originator; (iv) agree to promptly notify us of any change in Originators on behalf of which you are Transmitting Entries; and (v) agree to promptly provide any other information we may request.

- 4. OFAC Compliance and Indemnification.** You acknowledge and agree that it is your responsibility to ensure that each Entry you originate and/or Transmit complies with OFAC regulations and that no electronic payment involves a target country, target country national, or other company or individual identified by OFAC on its Specially Designated Nationals List or otherwise identified by the federal government and subject to similar restrictions ("Restricted Persons"). You agree you will follow the requirements of the NACHA Rules, laws, rules, and regulations regarding Restricted Persons. You agree to indemnify and hold harmless Indemnitees from and against all claims, demands, fines, penalties, assessments, loss, liability or expense, including attorneys' fees and expenses, and damage of any kind resulting from or arising out of an Entry originated and/or Transmitted by you or any act or omission of yours and, if you are a Third-Party Sender, the Originator, that fails to comply with the requirements of OFAC or the NACHA Rules. You agree that you are responsible for obtaining information regarding the sanctions enforced by OFAC and acknowledge that you may obtain this information regarding OFAC enforcement sanctions directly from the OFAC Compliance Hotline at (800) 540-6322. This indemnity will survive the termination of this TSMTC.
- 5. Transmittal of Entries by Third-Party Sender.** If you are a Third-Party Sender, you (i) authorize us to originate Entries on behalf of the Originator to Receivers' accounts, (ii) will Transmit Entries to us in accordance with our ACH Service Processing Schedule on or before the cutoff time in compliance with this TSMTC and the format, content and specifications contained in the NACHA Rules, (iii) agree that your ability to originate Entries under this TSMTC is subject to restrictions, including without limitation exposure limits; and (iv) agree the total dollar amount of Entries Transmitted by you to us on any one day will not exceed the maximum exposure limit established by us.
- 6. Preparation and Submission of Entries.**
- a. Restrictions on Types of Transactions.** You may only Transmit Standard Entry Class codes approved by us. If you are a Third-Party Sender, for each Entry for which you are not the Originator, you agree to only Transmit to us Entries for payroll purposes, limited to PPD Credit Entries to Consumer Accounts only, CCD Debit Entries, CCD Credit Entries, and correcting Entries.
 - b. Authorization and Record Retention.** You, and if you are a Third-Party Sender, the Originator, will obtain the authorization of any Receiver before initiating any Entry to such Receiver's account. You warrant that each Entry Transmitted has been authorized in accordance with the NACHA Rules. You, if you are a Third-Party Sender, warrant (i) you have informed every Originator of Originator's responsibility to obtain all consents and authorizations required under the NACHA Rules and (ii) the Originator will retain such consents and authorizations for two (2) years after termination or revocation of the consent or authorization. You will provide us with evidence of any authorization promptly upon request.

- c. **Medium and Format.** All Entries Transmitted by you will be prepared and submitted in a mutually agreed-upon medium and in the format specified by us. We may reject or refuse to execute any Entries or files containing Entries not prepared in accordance therewith.
- d. **Content.** In Transmitting any Entry, you will be responsible for providing all information we require. As between you and us, you bear sole and exclusive responsibility for verifying that the information set forth in Entries submitted to us is authentic, accurate and conforms to the NACHA Rules. This ACH Service is only designed to respond to information provided by you. Accordingly, any inaccuracy in any information you provide may result in unintended processing by us. We bear no responsibility for detecting or reporting any error in data you supply and will not be liable for any information you provide with respect to an Entry which is inaccurate, incomplete or otherwise incorrect.
- e. **Prenotification.** To the extent required by the NACHA Rules, you will send prenotification that you intend to initiate an Entry to a particular account in accordance with the procedures set forth in the NACHA Rules or by us. The prenotification can be accepted, returned, or result in a Notification of Change. If the prenotification is returned, you will research the problem and make any necessary corrections before Transmitting another Entry. If the prenotification results in a Notification of Change, you will make the required change within six (6) Banking Days of receipt or prior to initiating another Entry, whichever is later.
- f. **Supplemental Information.** You will insure that any Supplemental Information, in the form of payment, remittance or related data that you seek to Transmit electronically through us in conjunction with Entries, is accurate, in proper form, and conforms to any and all requirements of the NACHA Rules. We reserve the unrestricted right to decline to Transmit any Supplemental Information on the basis that said Information is unreadable, unprocessable, or for any other reason contemplated in or provided for under the NACHA Rules. If we agree to Transmit and/or receive any Supplemental Information, we will not be responsible for insuring and/or maintaining the confidentiality of any such Information.

7. Security Procedures.

- a. **Submission of Entries.** Entries must be Transmitted in compliance with transmittal controls specified by us and mutually agreed-upon Security Procedures. Such controls and Security Procedures are solely for the purpose of verifying the origination (but not errors in transmission or content) of Entries.
- b. **Release.** You must call us at (888) 982-1400 to make a request to Transmit a Reversal or other file changes and complete any forms as requested.
- c. **Responsibility.** As between you and us, you will be strictly and solely responsible for (i) establishing and maintaining security procedures to safeguard against unauthorized transmissions, (ii) insuring that no individual is allowed to initiate

transfers in the absence of proper supervision and safeguards, and (iii) taking reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions we provide in connection therewith.

- d. Notification.** If you suspect that any such information or instructions have become known or otherwise accessed by unauthorized persons, you will notify us immediately and follow up such notice with written confirmation. The occurrence of unauthorized access will not affect any transfers made before we actually receive such notification and have had a reasonable time to act to prevent any unauthorized transfers.
- e. Obligation.** If an Entry or request for cancellation of an Entry received by us purports to have been Transmitted or authorized by you and we have acted in compliance with mutually agreed-upon Security Procedures with respect to such Entry or request, such Entry or request will be deemed effective as your Entry or request, and you will be obligated to pay us the amount thereof. Regardless whether an Entry or request for cancellation of an Entry has been accepted by us in good faith or in compliance with the Security Procedures, the Entry or request will be deemed effective as your Entry or request and you will be obligated to us in the amount thereof if the Entry or request was authorized by you or you are otherwise bound thereby whether or not that Entry was erroneous in any respect or whether or not an error would have been detected if we had complied with such procedures.
- f. Secure Storage.** You acknowledge that the Entries Transmitted by you through this ACH Service contain personal financial information, and you agree to develop and implement commercially reasonable safeguards to control and limit access to such information. You will keep all Entries, authorization forms, and other information relating to this ACH Service, whether stored or kept in electronic or printed format, safe and secure and in accordance with the safeguards and other security procedures herein described.
- g. Data Security.** You agree to develop and implement policies and procedures and establish oversight that complies with the Automated Clearing House Security Framework rule to ensure the security and integrity of sensitive Automated Clearing House data throughout its lifecycle. You agree that such policies, procedures, and oversight apply to the same extent and under the same conditions to any Originator and Third-Party Service Provider as to you. You agree you, any Originator, and any Third-Party Service Provider will notify us immediately upon learning that any unauthorized person may have gained access to sensitive Automated Clearing House data as defined by the Automated Clearing House Security Framework rule.

8. Processing of Entries

- a. Authorization.** You agree we are authorized to receive, process, and initiate Entries for this Service as you and we may from time to time agree. Our records of such

agreements will be conclusive absent obvious error. Entries may be conveyed to us by data transmission or other method agreed to by you and us.

- b. Delivery of Entries.** You will deliver Entries to us prior to the cutoff time established by us from time to time. Any Entry we receive after our cutoff time may be processed on the next Banking Day. You may convey Entries to us directly through our Business Digital Banking Service.
- c. Methods of Processing.** We, in our sole discretion, may process Entries that we receive from different members in any order convenient to us and may select such means and routes for the transfer of funds as we consider appropriate under the circumstances.
- d. Rejected Entries.** We have the right to reject any Entry for your failure to comply with Section 6, with the heading Preparation and Submission of Entries, or Section 7, with the heading Security Procedures, or because such Entry does not meet the criteria for processing as set forth in the NACHA Rules or by us. Upon notification that any Entry or group of Entries you Transmitted has been rejected, or upon rejection by us, we will notify you and each rejected Entry will be returned, charged or credited back to the Settlement Account (defined in Section 19 below), and confirmation of the action will be sent to you. We assume no other responsibility with respect to such rejected Entry and you are responsible for remaking and resubmitting such Entry or otherwise handling the payments or charges with the Receiver. We may, in our sole discretion, remake and resubmit any rejected Entry but will have no obligation to do so.
- e. Cancellation.** You will have no right to cancel any Entry after we receive it. We will, however, use reasonable efforts to act on your request for cancellation of an Entry prior to Transmitting it to the Automated Clearing House Network, provided your request complies with the Security Procedures, but you agree we will have no liability if such cancellation is not effected. You will reimburse us for any expenses, losses, or damages we may incur in effecting or attempting to effect your request for the cancellation of any Entry.
- f. Missed Deadlines.** In the event that we miss a deadline for submission of Entries to any Automated Clearing House Network, whether due to our delay or your delay, we will not be liable to you for such delay, but will use good faith efforts to meet the next succeeding Automated Clearing House deadline.
- g. Termination.** If an Entry is initiated and received from you after termination of this Service, we may, at our option, choose to reject or accept such Entry. If we choose to accept such Entry, these Service-Specific Terms will govern the transaction.

9. Returns and Reversals

- a. Returns.** We will give you prompt notice of Return Entries. Subject to Section 10, with the heading Notifications of Change, you will be responsible for remaking and resubmitting any Debit Entries returned due to non-sufficient or uncollected funds. Neither you nor we will knowingly retransmit Debit Entries returned due to stop

payment, revocation, or termination of a Receiver's authorization. You will be responsible for collecting any such funds due to you or, if you are a Third-Party Sender, the Originator, by other means. We may debit the Settlement Account for all funds that you have received for Entries that are subsequently returned. Entries returned as 'Stop Payment', 'Revoked', or 'Unauthorized' may not be retransmitted until the Receiver provides a new authorization.

- b. Reversals.** We may initiate reversing Entries as permitted by the NACHA Rules if previously originated data is erroneous or duplicated. Call us at (888) 982-1400 to make a request to Transmit a Reversal; you have up to five (5) Business Days after the Settlement Date of the Erroneous Entry to Transmit a Reversal. You will need to allot time to complete any forms as requested.

10. Notifications of Change. We will promptly notify you of all Notifications of Change received by us from any Receiving Depository Financial Institution ("RDFI") relating to any Entries you Transmitted to us. You will ensure that all changes requested and data corrections designated within the Notification of Change are made within six (6) Banking Days or prior to initiating another Entry to the Receiver's account, whichever is later.

11. Inconsistency of Name and Account Number. You specifically acknowledge and agree that, for any Entry that describes the Receiver inconsistently by name and account number, payment of the Entry may be made based on the account number even if it identifies a person different from the named Receiver. You agree that your obligation to pay the amount of such Entry to us is not excused even if it identifies a person different from the named Receiver. You agree we have no duty to detect any such inconsistency in identification.

12. Contingency. You agree to comply with our contingency policy and ensure that any system backups, system redundancies, and alternative delivery locations to be used in the event of processing interruptions will be tested annually.

13. Data Retention. You will retain data on file adequate to permit the remaking of Entries for ten (10) Business Days following the date of their Transmission to us as provided herein and will provide such data to us upon request and within a reasonable time after such request. Without limiting the foregoing, you specifically agree to be bound by and comply with all applicable provisions of the NACHA Rules regarding the retention of documents or any record, including without limitation your responsibilities to retain all items, source documents, and records of authorization in accordance with the NACHA Rules.

14. Right to Audit. You will allow us to audit your and, if you are a Third-Party Sender, the Originator's, compliance with this TSMTC and the NACHA Rules at any time. You will provide any information we request to conduct such audits and will provide the information we request (i) in the manner requested; (ii) within a reasonable time of your receipt of such

request; and (iii) within a time period not to exceed ten (10) calendar days from the date you received such request.

- 15. Third-Party Sender and Audit.** If you are a Third-Party Sender, you (i) agree to audit the Originator's compliance with this TSMTC and the NACHA Rules on at least an annual basis and promptly provide a copy of the results of such audit to us and (ii) agree to audit your compliance with this TSMTC and the NACHA Rules on at least an annual basis prior to December 31 of each year and promptly provide a copy of the results of such audit to us.
- 16. Provisional Payment.** Pursuant to the NACHA Rules and applicable law, payment of any electronic Credit Entry by an RDFI to a Receiver is provisional until receipt of final settlement by such RDFI for that Entry. If the RDFI does not receive final settlement, (i) such RDFI will be entitled to a refund from the Receiver and (ii) the Originator of the Entry will not be deemed to have paid the amount of such Entry to the Receiver. If you are a Third-Party Sender, you agree to provide notice of this NACHA Rule to the Originator.
- 17. Notices of Varying Transfer Amounts and Changes in Billing Date.** Where a Receiver is a Consumer and has authorized you or the Originator to initiate Debit Entries and the amount changes from the amount of the immediately preceding Debit Entry or the billing date changes from the immediately preceding billing date, you will notify the Receiver in writing of the change in accordance with the NACHA Rules and Regulation E.
- 18. Right to Refund for Debit Entries.** When Transmitting a Debit Entry, you acknowledge the right of a Receiver to stop payment on such Entry to a Consumer's account or to obtain a return of the funds withdrawn from a Consumer's account in accordance with the procedures set forth in the NACHA Rules and pursuant to Regulation E. You will promptly reimburse us for all funds you have received when a Receiver follows these procedures.
- 19. Settlement Account.** You will maintain with us a business checking account ("Settlement Account") for settlement purposes. The Settlement Account will be adjusted for any float costs we incur as a result of processing Automated Clearing House Entries, Returns, or Reversals.
- 20. Funding.** You will maintain Collected and Available funds in the Settlement Account in an amount sufficient to cover all Credit Entries Transmitted by you no later than the opening of business on the Settlement Date. Funds will be credited or debited to the Settlement Account as of the Settlement Date. The "Settlement Date" is the date an exchange of funds with respect to an Entry is reflected on (i) the books of the Automated Clearing House Operator, for an Entry Transmitted through the Automated Clearing House Network or (ii) our books, for an Entry we exchange with the RDFI other than through the Automated Clearing House Network.

- 21. Prefunding.** We may, in our sole discretion, require you to maintain Collected and Available Funds in the Settlement Account in an amount sufficient to cover all Credit Entries Transmitted by you no later than the date such Entries are delivered to us ("Prefund"). If you are a Third-Party Sender, you are required to Prefund. To Prefund, you authorize us, prior to Transmitting Credit Entries, to deduct from the Settlement Account the amount needed to Prefund all Credit Entries initiated. You agree that if, for any reason, the Credit Entries are not Prefunded, the Entries delivered to us will not be Transmitted.
- 22. Account Reconciliation.** Entries we process will be reflected on the periodic statement we issue to you with respect to the Settlement Account. You will notify us promptly 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 will 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.
- 23. ACH Indemnification.** You will fully indemnify and hold harmless Indemnitees from and against all fines, penalties and/or assessments imposed on Indemnitees by NACHA in connection with or arising out of any and all acts or omissions of you or any person or entity acting on your behalf in the provision of a Service to you. 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) arising out of or in connection with (i) breach of any warranty set forth herein; (ii) debiting or crediting the amount of any Entry to the account of any Receiver as requested by you; (iii) delay of any institution other than us in debiting or crediting, or the failure of such institution to debit or credit, the amount of any Entry as requested by you; (iv) your delay in initiating or your failure to initiate any Entry; and (v) effecting or attempting to effect your request for the Reversal or cancellation of an Entry. This indemnity will survive the termination of this TSMTC.
- 24. Obligations of Third-Party Sender as a Third-Party Sender.** Except for any Entry initiated by you as an Originator, in addition to any other duties, responsibilities, warranties, representations, and liabilities under this TSMTC, for each and every Entry Transmitted by you as a Third-Party Sender to us, you represent and warrant to us and agree that you will (i) perform all of the duties, including without limitation the duty to identify Originators; (ii) assume all of the responsibilities, including without limitation the responsibilities of ODFIs and Originators; (iii) make all of the warranties, including without limitation the warranties of ODFIs and the warranty that Originators have agreed to assume the responsibilities of

Originators, under the NACHA Rules; (iv) make all of the representations and assume all of the liabilities, including without limitation liability for indemnification for failure of an Originator to perform its obligations as an Originator of a Third-Party Sender, under the NACHA Rules. This Section will survive the termination of this TSMTC.

25. Third-Party Sender Representations and Agreements: Indemnity. With respect to each and every Entry Transmitted by you as a Third-Party Sender, you represent and warrant to us and agree that (i) each Entry is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules; (ii) such authorization is operative at the time of Transmittal or crediting or debiting by us as provided herein; (iii) each Debit Entry is for a sum which, on the Settlement Date with respect to it, will be owing to the party whose account will be debited, is for a sum specified by such party to be paid to the party whose account will be debited, or is a correction of a previously transmitted erroneous Credit Entry; (iv) Entries transmitted to us by you are limited to those types of Credit and Debit Entries permitted in accordance with this TSMTC; and (v) the Originator has agreed to undertake reasonable efforts to cooperate, as permitted by applicable law, in performing loss recovery efforts in connection with any actions that we may be obligated to defend or elect to pursue against a third party. Further, if you are a Third-Party Sender, you agree (a) we will be entitled to rely solely on the information, representations, and warranties provided by you pursuant to this TSMTC and will not be responsible for the accuracy or completeness thereof; (b) we will not be responsible for your acts or omissions (including without limitation the amount, accuracy, timeliness of Transmittal, or authorization of any Entry received from you) or those of any other person, including without limitation any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person will be deemed our agent; (c) Indemnitees will not be liable for any damages or other losses to you due to claims made by any Originator in connection with any arrangement or agreement under which you Transmits Entries pursuant to this TSMTC; (d) to indemnify Indemnitees against any loss, liability, or expense (including attorneys' fees and costs) resulting from or arising out of any claim or any person or any act or omission of you or any other person as described in this Section 25; (e) any liability of Indemnitees is subject to the limitations and qualifications set forth in this TSMTC and any other applicable agreement, including without limitation any limitation on damages set forth therein. This indemnity will survive the termination of this TSMTC.

26. Credit Reports and Re-evaluation of ACH Service. You authorize us to obtain business credit bureau reports in your name. If you are a sole proprietorship, you also authorize us to obtain personal credit bureau reports in your name. You agree to promptly submit current financial information in your name and the names of any guarantors to us at any time upon request. Such information will be used for the purpose of evaluating or re-evaluating the ACH Service

in regards to you. Upon determination, in our sole discretion, that your financial condition has changed adversely or does not satisfy our current Service standards, we may lower the maximum exposure limit or terminate or suspend this ACH Service. We may report our credit experience with you and your accounts to third parties.

27. ACH Termination. You may terminate this ACH Service at any time. Such termination will be effective on the tenth (10) Business Day following the day of our receipt of written notice of such termination. We will be entitled to rely on any written notice believed by us in good faith to be signed by your duly authorized representative. You agree we have the right to terminate or suspend this ACH Service for breach of the NACHA Rules in a manner that permits us to comply with the NACHA Rules. You agree we have the right to terminate or suspend this ACH Service at any time, and such termination will be effective on the fifth (5) Business Day following the day we send written notice of such termination to you. You agree we will have no obligation to Transmit Entries if you are in default of any of your obligations under this TSMTC, including limitation the obligation to pay us for each Credit Entry. Any termination of this ACH Service will not affect any of our rights or your obligations with respect to Entries initiated by you prior to such termination, our payment obligations with respect to this Service performed by us prior to termination, or any other obligations that survive termination of this TSMTC.

28. Data Passing. You agree you will not disclose Consumer Account numbers or routing and transit numbers to any other party for use in initiating a Debit Entry that is not part of the original authorization.

29. Warranties. You warrant (which warranties will be deemed reaffirmed by you with respect to each Entry we receive) that: (a) each Debit Entry submitted to us is for a sum due and owing to you from a Receiver on the specified effective entry date of the Entry (the date that you intend the Automated Clearing House transactions to be posted to the Receiver's account); (b) each Entry submitted to us is authorized by you and the party whose account will be credited or debited and prepared in accordance with instructions set forth by us and in the NACHA Rules; (c) each Entry submitted to us is accurate, in proper form, timely, and in compliance with the NACHA Rules and federal and state laws and regulations governing electronic funds transfer, including without limitation Regulation E; (d) the Receiver to whom each Entry pertains has authorized and consented to such Entry to the extent contemplated or required under the NACHA Rules prior to the submission of such Entry to us, and such authorization and consent is in effect at the time of submission of the Entry to us and will remain so until such Entry is fully processed; and (e) you will maintain written evidence of such authorization in accordance with the requirements of any applicable laws and regulations and the NACHA Rules.

- 30. Third-Party Sender; Entity Restrictions.** You acknowledge that we restrict the types of entities we permit to act as Third-Party Senders to entities that provide accounting, bookkeeping, payroll, and similar services.

BUSINESS DIGITAL BANKING

The following sets forth the terms and conditions under which we will provide the Business Digital Banking Service to you to provide account information and support certain electronic account transactions. The Business Digital Banking Service described herein is a “Service” within the meaning of this TSMTC.

- 1. Definitions.** Unless otherwise defined herein, terms used in these Service-Specific Terms for our Business Digital Banking Service will have the meanings provided in Regulation E, Michigan’s Uniform Commercial Code Article 4A, and this TSMTC.
- 2. Access.** The Digital Services General Terms and Conditions, as amended or supplemented from time to time, is hereby incorporated into these Service-Specific Terms in its entirety. In the event of any conflict between the Digital Services General Terms and Conditions and the terms of this TSMTC, the terms of this TSMTC will govern.
- 3. Hardware and Software.** We will provide you with the specifications for any hardware and software that we have determined to be compatible with this Service. You will be responsible for acquiring the required hardware and/or software and installing and maintaining it in good working condition, including without limitation any costs associated therewith. If you choose to use hardware and/or software that differs from that recommended by us, we will not be liable to you for any malfunction, nonfunction, inaccuracy, or other failure of the Service to operate as expected. If we provide you with software to access the Service, you will have a non-exclusive, non-transferable sublicense to use the software, and by using the software, you agree to comply with our sublicensed software services terms and conditions. Upon termination of the sublicense, your right to use the software will terminate immediately without notice.
- 4. Accuracy and Timeliness of Information.** We will use reasonable efforts to provide the information requested through this Service in a prompt fashion but will not be liable for temporary failure to provide timely information. In such event, you will be responsible for obtaining such information through alternative delivery channels. We will not be liable for any inaccurate or incomplete information regarding transactions that have not been completely processed or posted to our system prior to being made available pursuant to this Service. Information with respect to all transactions is provided solely for your convenience, and you will have no recourse to us as to your use of such information.

- 5. Transfers of Funds.** Requests for the transfer of funds will be made in accordance with mutually agreed upon Security Procedures. Such Security Procedures are solely for the purpose of verifying the origination (but not errors in transmission or content) of such requests. You agree that any such Security Procedures are commercially reasonable. Provided we comply with such Security Procedures, you will be liable to us for the amount of the funds transferred plus the amount of any expenses and charges for the Service in execution of your request, even if the request was not actually authorized by you. If we do not follow such Security Procedures, but can demonstrate the request was otherwise authorized by you, you will be liable for the amount of the funds transferred plus the amount of any expenses and charges for the Service in execution of your request.

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 TSMTC, the user manual, or any other agreement between you and us. You will submit requests for the transfer of funds to us prior to any cutoff time established by us from time to time. Any request for the transfer of funds received by us after any cutoff time may be processed on the next banking day. You assume responsibility for verifying the availability of funds at the time your request for a transfer of funds is made.

For transfers of funds to or from Non-Consumer Accounts that are governed by Michigan's Uniform Commercial Code Article 4A ("UCC 4A"), we're liable only for damages required to be paid under UCC 4A. We'll never be liable for any exemplary, special, indirect, or consequential loss, damage, costs or expense of any nature, including without limitation lost profits, even if we have been informed of the possibility of such damages, except as may be required by law.

BUSINESS MOBILE CHECK DEPOSIT

The following sets forth the terms and conditions under which we will provide the Business Mobile Check Deposit Service to you to receive remotely deposited checks through use of your Compatible Mobile Device to credit your eligible accounts. The Business Mobile Check Deposit Service described herein is a "Service" within the meaning of the TSMTC. This Service is accessible only through our Business Online Banking service for which you must separately enroll.

- 1. Definitions.** Unless otherwise defined herein, terms used in these Service-Specific Terms for our Business Mobile Check Deposit Service will have the meanings provided in this TSMTC.
- 2. Access.** The Mobile Check Deposit Service Terms and Conditions is hereby incorporated into these Service-Specific Terms in its entirety.

BUSINESS REMOTE DEPOSIT CAPTURE

The following sets forth the terms and conditions under which we will provide the Business Remote Deposit Capture (“BRDC”) Service to you to receive remotely deposited checks through equipment other than your Compatible Mobile Device to credit your accounts. The BRDC Service described herein is a “Service” within the meaning of this TSMTC. This Service is accessible only through our Business Digital Banking service for which you must separately enroll.

- 1. Definitions.** Unless otherwise defined herein, terms used in these Service-Specific Terms for our Business Remote Deposit Capture Service will have the meanings provided in Michigan’s Uniform Commercial Code Articles 3 and 4, this TSMTC, and the Application.
- 2. Use of the Services.** The BRDC Service is used to remotely deposit paper checks to your accounts by electronically transmitting a digital image of the paper checks for deposit. You understand and agree that provisional credit for the deposit will occur upon email notification from us after you have transmitted a deposit to us. We are not responsible for any remote deposit that we do not successfully receive. We reserve the right to accept or reject any item for remote deposit into your accounts. You understand that any amount credited to your accounts through the Service is provisional credit. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or related technology; (ii) copy or reproduce all of any part of the Service or related technology; or (iii) interfere, or attempt to interfere, with the Service or related technology.
- 3. Compliance with Law.** You agree to only transmit acceptable items for deposit and handle the original items in accordance with this TSMTC and applicable laws, rules, and regulations.
- 4. Check Requirements.** Any image of a check that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to capturing an image of the original check, you will endorse the back of the original check. At minimum, your endorsement will include “For eDeposit Only at UFCU”. The image of the check transmitted to us must accurately and legibly provide, among other things, the following information: (i) the information identifying the drawer and the paying bank that is preprinted on the check, including without limitation complete and accurate MICR information and signatures; and (ii) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. You agree the image quality for the check will meet the standards for image

quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association.

- 5. Rejection of Deposit.** We are not liable for any service or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned. We will email you notification of items that are rejected no later than the next Business Day following the rejection.
- 6. Items Returned Unpaid.** Notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that credits your account, in the event such item is dishonored, you authorize us to debit the amount of such item from any account maintained by you with us.
- 7. Notice Contact; Email Address.** You agree that we may send any notices related to the Service to you by sending such notices to your Notice Contact identified in the Application. You agree to notify us immediately if your email address or the email address for your Notice Contact changes, as we will send notifications acknowledging our receipt of remote deposits via email.
- 8. Unavailability of Services.** In the event the Service is not available to you, you acknowledge that you can deposit an original check at a branch office location, through a participating ATM, or by mailing the check to: United Federal Credit Union, P.O. Box 125, St. Joseph, MI 49085. It is your sole responsibility to verify that items deposited using this Service have been received and accepted for deposit by us.
- 9. Cut-Off Time.** The Cut-Off Time is 8:00 PM EST each Business Day; however, the Cut-Off Time may vary for reasons, including without limitation scheduled software maintenance. Any remote deposits transmitted after the Cut-Off Time on a Business Day or on a day other than a Business Day will be treated as having been transmitted the next Business Day and will not be received earlier than the next Business Day. 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 device. For this reason, we suggest that you transmit an item for remote deposit to us sufficiently in advance of any Cut-Off Time to mitigate the possibility of missing the cutoff.
- 10. Provisional Credit and Availability of Funds.** Below is our general funds availability policy for the Service:

If one or more items are transmitted before the Cut-Off Time for deposit to your accounts:

- Provisional credit up to \$15,000.00, per day, is provided immediately after the items have been transmitted to and received by us, unless a deposit is flagged for review;
- Provisional credit greater than or equal to \$15,000.01, per day, is available on the second (2nd) Business Day after the items have been transmitted to and received by us, unless a deposit is flagged for review.

Credit given for an item is provisional and subject to final approval of the item. Funds you deposit may be delayed for a longer period of time when we have reasonable cause to believe the check is uncollectable. We will notify you if we delay your ability to withdraw funds beyond the general funds availability policy, and we will tell you the time period within which the funds will be available for withdrawal. You agree to receive all notifications regarding your use of the Service including without limitation exception notices via electronic message within the Service, electronic message within our Business Digital Banking Service, email, or, in our sole discretion, by mail. With respect to each item you send to us for deposit, you agree to indemnify and reimburse us for and hold us harmless from and against any and all losses, costs, and expenses.

11. Method of Presentment. The manner in which items are cleared, presented for payment, and collected will be in our sole discretion. You agree to be bound by any clearing house agreements, operating circulars, and image exchange agreements to which we are a party.

12. Retention and Disposal of Items. You agree to retain each deposit no fewer than sixty (60) days after funds have been posted to your account. You agree to store each retained item in a secured locked container until proper disposal is performed. You will promptly provide any retained item to us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

13. Statements. Your remote deposits will be included on the periodic statements we provide or make accessible to you for your accounts with us. We may provide or make accessible to you statement information electronically or by some other means. You agree to notify us immediately if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

14. BRDC Indemnification. 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) arising out of or in connection with your use of the Service or breach of the warranties in Section 15, with the heading User Warranties and Indemnification. This indemnity will survive the termination of this TSMTC.

15. User Warranties and Indemnification. You warrant to us that:

- a. You will only transmit eligible items that are properly endorsed;
- b. Images meet the image quality standards;
- c. You will not deposit or re-present the original item once it has been scanned and sent through the Service unless specifically requested to do so by us;
- d. All information you provide to us is accurate and true;
- e. We will not sustain a loss because you have deposited an image;
- f. You will comply with this TSMTC and all applicable rules, laws, and regulations; and
- g. Items you transmit do not contain viruses.

16. Charges or Fees. We may charge a fee for this Service, as disclosed on our applicable fee schedule. We reserve the right to change the fee for this Service at any time. We will try to charge a fee to your Preferred Charge Account, but you agree that we may debit any account maintained by you with us in order to obtain payment of your obligations relating to this Service.

CASHFLOW CENTRALSM BY UNITED

The following sets forth the terms and conditions under which we will provide the CashFlow CentralSM by United Service to you to receive, send, view, pay, and collect bills electronically. The CashFlow CentralSM by United Service described herein is a “Service” within the meaning of the TSMTC. This Service is accessible only through our Business Digital Banking service for which you must separately enroll.

- 1. Definitions.** Unless otherwise defined herein, terms used in these Service-Specific Terms for our CashFlow CentralSM by United Service will have the meanings provided in this TSMTC and the Application.
- 2. Eligibility.** To be eligible for the Service, you must meet eligibility criteria as dictated by us, including without limitation the following:
 - If you are a natural person, you are 18 years of age or older;
 - If you are an organization, you must be organized within the United States;
 - You must have a phone number on file with us;
 - You must have a tax identification number on file with us;
 - You must have an email address on file with us; and
 - Your physical address is located within the United States.
- 3. Enrollment.** At enrollment, your Eligible Transaction Accounts will be configured for use with the Service, which may include credit card accounts with us. We may, in our sole

discretion, allow you to credit card accounts held with third parties as an Eligible Transaction Account within the Service after enrollment.

- 4. Service Plans.** This TSMTC and the Service does not alter your liability or obligations that currently exist between you and your Billers. Your initial Service plan will be enabled at enrollment and may be modified by an administrative Authorized User within the Service. After enrollment, you will be able to choose between the following Service plans for either (i) the Accounts Payable function only or (ii) both the Accounts Payable and Accounts Receivable functions:

- a.** The “Essential” plan includes up to two (2) Authorized Users, as least one (1) of whom must be an administrative Authorized User, and the ability for an administrative Authorized User to manage approval workflow. Conducting Accounts Payable and Accounts Receivable transactions may incur Service fees as disclosed in our applicable fee schedule or within the Service.
- b.** The “Pro” plan includes up to three (3) Authorized Users, at least one (1) of whom must be an administrative Authorized User, and the ability for an administrative Authorized User to manage approval workflow. Adding more than three (3) additional Authorized Users and conducting Accounts Payable and Accounts Receivable transactions may incur Service fees as disclosed in our applicable fee schedule or within the Service.

- 5. Accounts Payable.** The Accounts Payable function of the Service permits you to initiate and authorize payments from an Eligible Transaction Account selected as a Funding Account to Billers that you have added in the Service to receive payments through the Service.

- a. Payment Methods and Amounts.** You authorize us to select the method in which to remit funds on your behalf through the Service and the method to return funds to you. These payment methods may include without limitation the Automated Clearing House Network; the FedNow Service; the RTP network; other electronic payment processing networks; direct Biller transfer; NOW Network remittance; push-to-card; virtual card remittance; or paper checks drawn on a corporate account of our Service Provider. We may set an expiration date for any check drawn on the account of our Service Provider. If we do this, we may stop payment of the check if the check is not paid on or before the expiration date. We will then notify you and issue a credit to an Eligible Transaction Account for the amount of the check or return funds to you using another method. Single-use virtual cards provide a fast and secure way for your payment to be delivered. If your payment is processed using a virtual card, you will not recognize the payment method and/or card number on any payment confirmation communication you may receive from a Biller.

There are limits on the amount of money you can send through the Service, and we may impose limitations on the size, frequency, and timing of payments. Your limits may be adjusted from time-to-time in our sole discretion.

All payment methods used for payments made through the Service are subject to the existing terms for the payment method and Funding Account, including without limitation any relevant credit or transactional limits, credit and interest terms, and any rewards programs.

When you add a Biller in the Service, we may permit you to select a payment method to be used for payments sent to that Biller through the Service. If you select a payment method for a Biller, you agree that:

- you have the authority to disclose to us the information needed for the payment method selected;
- you have the authority to initiate debit or credit entries, as applicable, and, if necessary, adjustments for any transactions debited or credited in error using the payment method selected;
- transactions initiated using the payment method selected comply with all applicable law; and
- your authorization will remain in effect until not later than thirty (30) days after we receive written notice from you requesting a change to or cancelation of the payment method.

To prevent fraud and comply with legal obligations, we may ask for additional information from you and from third parties. We may put your selected payment method for a Biller on hold for review. If you do not cooperate with our review process, your selected payment method and any Payment Instruction using such payment method may be delayed or declined.

We reserve the right to limit or refuse your use of a payment method for any reason in our sole discretion. We may decline to make a payment or otherwise deny you use of the Service, and we may decline to explain why.

- b. Scheduling Payment.** The earliest possible Scheduled Payment Date for each Biller will be designated within the Service when you are scheduling a payment; the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. It is your responsibility to schedule a payment to arrive by the Due Date. When scheduling a payment, you must select a Scheduled Payment Date that is at least four (4) Business Days prior to the Due Date reflected on your Biller statement. If the Due Date falls on a non-

Business Day, you must select a Scheduled Payment Date that includes an additional day for processing. If you select a Scheduled Payment Date that causes payment to be delivered after the Due Date, we are not responsible for any late charges that you may be charged by the Biller.

Depending on the Scheduled Payment Date, a Funding Account will either be debited immediately after scheduling your payment or up to five (5) Business Days prior to the Scheduled Payment Date. The specific timing of the debit to a Funding Account will be disclosed in the Service.

Due to circumstances beyond the control of us or the Service, particularly delays by Billers or other financial institutions in handling and posting payments, some transactions may take longer to be credited to your account with a Biller. Except for Prohibited Payments or Exception Payments, we will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with these Scheduling Payment criteria and we have issued you a confirmation number for a payment, unless we are not responsible to you for one of the reasons listed below. We may require that you provide us with satisfactory written documentation of any late payment-related charges before making reimbursement to you.

- c. **Satisfactory Goods or Services.** By submitting your payment for processing through the Service, you agree that the goods or services provided by a Biller in exchange for the payment (minus fees for the Service) have already been rendered to your satisfaction, and you agree to resolve any non-performance concerns or disputes directly with the Biller. You hereby forfeit any future claims against us regarding insufficient or unexpected quality or untimely delivery of the goods and services provided by the Biller.
- d. **Payment Review and Cancellation.** Payment Instructions are subject to review at any time. During a review, we may place a temporary hold on the delivery of your payment for as long as reasonably required to conduct an appropriate inquiry regarding you, a Biller, your business, a bill, payment history, and other relevant circumstances for any reason. You acknowledge that our ability to efficiently and effectively review your payment is reliant upon your cooperation, and you release us and our Service Provider from any damages related to, arising out of, or related to delayed, incomplete, or insufficient responses to our inquiries. Depending on the results of a review, we may process the payment, cancel the payment, or suspend the payment and hold the funds pending instructions from a government agency. We reserve the right to cancel any payment. If permitted by applicable law, your

funds for canceled payments will be returned to you by crediting any account you maintain with us or using another method.

- e. **Payment Authorization and Payment Remittance.** By providing us with names and account information of Billers to whom you wish to direct payments to using the Service, you authorize us to follow the Payment Instructions that we receive through the Service. To process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives.

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

We will attempt to make all your payments in accordance with the Payment Instructions. However, there are some exceptions. We will NOT be liable or otherwise responsible if:

- you do not follow the instructions presented in the Service when making a Faster Payment;
- the payment is prohibited, violates the terms of acceptable use as described in the Digital Services General Terms and Conditions, or is an Exception Payment;
- through no fault of ours, the Funding Account does not contain sufficient available funds to complete the transaction;
- a Payment Instruction involves a credit card and the payment is not authorized and approved by all applicable parties necessary to complete the credit card transaction, including without limitation issuer, card network, and payment processors;
- the payment goes over the credit limit on your line of credit or overdraft limit, as applicable, for a Funding Account;
- the funds in a Funding Account is subject to legal process or other claim restricting the transaction;
- a Funding Account has been closed or is not in good standing;
- the Biller rejects or returns the payment for any reason, or mishandles or delays handling or posting any payment we send;
- 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;
- You have not provided us with the correct Funding Account information;

- you have not provided us with the correct name, address, phone number, or account information for the Biller;
- 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; or
- circumstances or persons beyond our control that prevent, delay, intercept, or alter the transaction despite reasonable precautions that we have taken.

The list of examples set out in this Section 5(e) is meant to illustrate circumstances under which we would not be liable for failing to make a payment and is not intended to list all of the circumstances where we would not be liable. Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from a Funding Account or causes funds from a Funding Account to be directed to a Biller which does not comply with your Payment Instructions, we will be responsible for returning the improperly paid funds to the Funding Account or other accounts with us or, in our sole discretion, for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

- f. Faster Payments.** We may make available to you and approved Billers an option that enables you and/or such Billers, to request that certain eligible payments be delivered more quickly via Same-Day ACH, real time payments, push to card payments, and expedited mailing of checks (“Faster Payments”). Faster Payments may be subject to an additional fee which will be displayed to you or a Biller, as applicable, through the Service at the time you or a Biller requests a Faster Payment. In connection with Faster Payments, you or a Biller, as applicable, remain responsible to us for chargebacks, clawbacks and ACH returns pursuant to Sections 5(d), with the heading Payment Review and Cancellation, and 5(h)(ii), with the heading Card Rules. Please note that we may disable the Faster Payments option for any payment at any time at our discretion based on eligibility requirements, and we will not charge you a fee if we do so. We do not guarantee the availability of the Faster Payment option, and we may make changes to the option or discontinue it at any time. It is important that you follow the instructions presented in the Service when making a Faster Payment – failure to do so may cause your payment to be delivered late or returned as undeliverable, for which we will not be held responsible. You acknowledge and agree that Faster Payments are processed immediately once initiated, and therefore may not be canceled, reversed, refunded or edited.
- g. Failed or Returned Payment Instructions.** In using the Accounts Payable function of the Service, you are requesting that we attempt to make payments for you from a

Funding Account. If the Payment Instruction cannot be completed for any reason associated with a Funding Account (for example, there are insufficient available funds in a Funding Account, the Payment Instruction would exceed the credit or overdraft protection limit of a Funding Account, or a Funding Account is frozen or closed), the Payment Instruction may or may not be completed.

In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Funding Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us. In each such case, you agree that:

- you will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient available funds in, or insufficient credit or overdraft limit associated with, a Funding Account to allow the debit processing to be completed; and
- we and our Service Provider are authorized to report the facts concerning the return to any credit bureau or consumer reporting agency.

To reimburse us or our Service Provider the transaction amount that has been returned or unfunded, to pay for any fees imposed as a result of the return or unfunded payment, or to reimburse us or our Service Provider for any costs and expenses incurred in collecting or attempting to collect the amount of a return or unfunded payment transaction (including attorneys' fees and court costs), you authorize us, in our sole discretion, to debit (including without limitation by ACH debit) any of your accounts with us, bill you, and/or set off against any amounts we owe you without prior notice. We or our Service Provider may utilize third parties (including without limitation collection agencies) to pursue, collect, or recover any amounts owed or otherwise enforce our rights or the rights of our Service Provider.

We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Funding Account, Payment Instructions, or contact information.

- h. Credit Card Transactions.** This section is applicable only to BPSP Transactions. BPSP Transactions are provided by our Service Provider Fiserv Solutions, LLC in its capacity as a bill payment service provider ("BPSP"). This Section 5(h) is an agreement between you, us, and the BPSP; the BPSP is an express third beneficiary of this agreement entitled to all the rights and protections that this agreement provides to us. For purposes of this Section 5(h), the BPSP's processing of BPSP Transactions constitutes its acceptance of these terms.

- i **Satisfactory Goods or Services.** Although the BPSP is providing a financial service to you by paying a Biller on your behalf, the BPSP is not the seller of any goods or services associated with a Biller. By submitting a Payment Instruction from a Funding Account that is a credit card account through the Service, you agree and confirm that you accept all risk in connection with the non-performance of the Biller, the goods or services provided by the Biller in exchange for the payment (minus fees for the Service) have already been rendered to your satisfaction, and you will resolve any concerns or disputes directly with the Biller. You hereby forfeit any future claims against us or the BPSP regarding insufficient or unexpected quality or untimely delivery of the goods and services provided by the Biller in exchange for your use of the Service to send payment to the Biller.
- ii **Card Rules.** You will only pay the BPSP with, and the BPSP will only accept payments from you with, a Funding Account that is a credit card in accordance with all applicable network rules for the credit card account. For each BPSP Transaction made through the Service, you confirm that the Biller does not otherwise accept credit card payments for the good or service being paid for.
- iii **Initiating a BPSP Transaction.** The BPSP will only initiate a transaction to charge a Funding Account that is a credit card account in accordance with your Payment Instruction after you have confirmed that the Biller has shipped the goods or delivered the goods or services. Following the BPSP's receipt of the funds from the BPSP Transaction, the BPSP will pay the Biller on your behalf the amount identified in your Payment Instruction through the Service. A Funding Account that is a credit card account cannot be used to pay loans, credit cards, mortgages, or other extensions of credit.
- iv **Chargebacks.** You agree that your chargeback rights for goods or services that have not been provided by a Biller will not apply to payments processed through the Service except when the payment was not properly applied to the Biller's account or if a credit was not processed. You agree that we and the BPSP may contact a Biller directly to request reimbursement for any payment that has been transmitted to the Biller and for which you have initiated a chargeback.
- v **Cash Advances.** The BPSP will prepare and submit credit card authorizations as purchases, not as cash advances. However, in some cases where the BPSP has a reason to believe that you and a Biller are the same entity or affiliated entities, your credit card transactions may be treated as a cash advance. If this is the case, the BPSP cannot support such payment. The BPSP will notify you that the BPSP cannot support such payment, and you may edit your Payment Instruction to use a Funding Account that is not a credit card account or cancel the Payment Instruction.

- vi **Authorizations.** Treatment of credit card authorizations is managed at the sole discretion of the financial institution at which the credit card account is held. You agree you will not hold the BPSP liable for any consequences resulting from treatment of card authorizations by the financial institution at which the credit card account is held, including without limitation cash advance fees, impacted reward program earnings, or altered credit programs and interest rate terms. You agree you will not hold us liable for any consequences resulting from treatment of card authorizations by the financial institution at which the credit card account is held if such financial institution is not us, including without limitation cash advance fees, impacted reward program earnings, or altered credit programs and interest rate terms.
- i. **Cancel or Edit Scheduled Payments.** You may cancel or edit any Scheduled Payment (including without limitation recurring payments) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. Once processing of a Scheduled Payment has begun, it cannot be cancelled or edited; for you to attempt to cancel a payment once processing has begun, a stop payment request must be submitted.
- j. **Stop Payment Requests.** The ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. **Stop payment requests cannot be processed for electronic payments.** For all other payment methods, we may not have a reasonable opportunity to act on any stop payment request after a payment has begun processing. If you desire to stop any payment that has already begun processing, you must call us at (888) 982-1400 immediately; we may also require you to put your request in writing and get it to us within fourteen (14) calendar days after you call. Although we will attempt to accommodate your stop payment request, we will have no liability for failing to do so. The charge for each stop payment request will be the current charge for such service as disclosed in our applicable fee schedule or within the Service.
- k. **Exception Payments Requests.** Exception Payments may be scheduled through the Service, however such payments are discouraged and are scheduled **AT YOUR OWN RISK**. Except as required by applicable law, in no event will we be liable for any claims or damages resulting from your scheduling of an Exception Payment or have obligation to research or resolve any claim resulting from an Exception Payment.
- l. **Biller Limitation.** We may refuse to pay any Biller to whom you direct a payment. We will notify you promptly if we decide to refuse to pay a Biller. This notification is not required if you attempt to make a Prohibited Payment or an Exception Payment.

m. Returned Payments. In using the Service, you understand that Billers or the United States Postal Service may return payments for various reasons, including without limitation expiration of the Biller's forwarding address, invalid Biller account number, inability of the Biller to locate your account, or the Biller account is paid in full. We will, in our sole discretion, use commercially reasonable efforts to research and correct the returned payment and return it to the Biller or void the payment and credit the Funding Account or other accounts with us.

n. Prohibited Payments. Each of the following is a Prohibited Payment, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories
- Payments to or from persons or entities located outside of the United States and its territories
- Payments that violate or potentially violate any law, regulation, statute, ordinance, rule, or legal interest, including without limitation any payment that constitutes money-laundering or terrorist financing; sending or receiving potentially fraudulent funds; using an Eligible Transaction Account or the Services in violation of applicable payment network rules; infringement or potential infringement of any party's copyright, patent, trademark, trade secret or other intellectual property rights; infringement or potential infringement of any party's rights of publicity or privacy; or acting in a manner that could be defamatory, trade libelous, threatening or harassing
- Payments that violate the terms of acceptable use as described in the Digital Services General Terms and Conditions, which are incorporated by reference in the Service-Specific Terms for the Business Digital Banking Service
- Payments that are not for legitimate payment purposes (e.g., to test or probe card behaviors)
- Payments for unsupported purposes, including sending money not in direct exchange for a rendered good or service, for alimony, for court ordered payments, for tax payments, to escrow accounts, as a donation to an organization not classified as a registered charity, or for payroll
- Payments for unsupported goods and services, including without limitation gambling and related activity (such as lotteries, bidding fee auctions, sports forecasting or odds making, fantasy sports leagues, internet gaming, contests, sweepstakes, and games of chance); unsupported debt types (such as credit card balances, uncollateralized loans, auto title loans); payment for debt that has been charged off as uncollectible; providing credit or loans, including payday loans; illegal drugs (real or synthetic); psychics and fortune

tellers; sale and exchange of currency, including digital and cryptocurrencies, and cryptographic assets such as non-fungible tokens; multi-level marketing or pyramid schemes; software or other technology developed to weaken industry security controls such as malware, spyware, virus, back-door, drop dead device or other similar program installation; payments in connection with the cannabis industry (including hemp and marijuana) and related businesses and products; certain investment accounts or to fund unsupported investments, including without limitation 401(k) accounts, 403(b) plans, 457 plans, 529 plans, and IRAs; tobacco, e-cigarettes and related businesses and products; pornography, obscene materials, and sexually-related or “adult” services; fireworks, and other explosives; toxic, flammable, and radioactive materials; purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card; credit repair or debt settlement services; or other goods and services subject to government regulation

- Payments in a manner detrimental to our provision of the Services, including without limitation providing outdated, false, inaccurate, or incomplete information; using any promotional or referral programs in a manner deemed abusive or against the intention of said programs; using the Service in a manner that results in or may result in complaints, disputes, claims, chargebacks, fees, fines, penalties and other liability to us, our Service Providers, a third party, or you; imposing unreasonable demands on our technical or personnel resources; facilitating viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or information; taking any action that may cause us to lose any of the services provided by payment processors or other suppliers; reselling, re-skinning, or otherwise distributing the Service; or breaching this agreement or any other agreement or policy that you have agreed to with us or our Service Providers
- Payments to wine and spirit wholesalers in the State of New York using a Funding Account that is a credit card account

Except as required by applicable law, in no event will we or our Service Providers be liable for any claims or damages resulting from your scheduling of Prohibited Payments.

- o. Responsibility For Compliance With Employment Law.** To the extent that you use the Service to issue checks or payments to independent contractors, you expressly acknowledge and agree that you are solely responsible for compliance with all wage and hour laws, including without limitation compliance with applicable tax law and reporting; compliance with Cal. Labor Code § 2750.3; all applicable laws regulating

the time, place, and manner of payments for their services; and compliance with all laws pertaining to the classification of independent contractors and payment for their services.

6. Accounts Receivable. The Accounts Receivable function of the Service permits you to invoice, send payment requests to, and receive payments from your customers. When enrolling in the Service, you may receive access to limited features of the Accounts Receivable function.

a. Enablement and Underwriting. To fully enable the Accounts Receivable function, you must enter into a Remittance Agreement directly with Fiserv Solutions, LLC (“Fiserv”) for Fiserv’s remittance of payments sent by your customers to you. Fiserv reserves the right to decline entering into a Remittance Agreement with you based on the results of Fiserv’s merchant vetting.

To fully enable the Accounts Receivable function, you must also enter into a Sub-Merchant Agreement directly with Fiserv and Fiserv’s sponsor bank for the provision of authorization, processing, and settlement services of credit card transactions processed through the Accounts Receivable function of the Service, including without limitation supporting chargebacks, reporting, status changes, and questions about such transactions. Fiserv and Fiserv’s sponsor bank reserve the right to prohibit you from entering into a Sub-Merchant Agreement. Fiserv and Fiserv’s sponsor bank also reserve the right to immediately terminate the Sub-Merchant Agreement with you and prevent you from processing any transactions using the fully enabled Accounts Receivable function of the Service.

A request to fully enable the Accounts Receivable function may be rejected for any reason or no reason. You may be required to provide additional information to Fiserv to fully enable the Accounts Receivable function or maintain full enablement of the Accounts Receivable function at any time.

When you select a plan that has an Accounts Receivable function, a Billing Account will be configured for use with the Accounts Receivable function.

There are limits on the amount of money you can receive through the Service, and we may impose limitations on the size, frequency, and timing of payments. Your limits may be adjusted from time-to-time in our sole discretion.

b. Invoices. The Accounts Receivable function permits you to create and send Payment Requests to your customers. If you create and send a Payment Request that is an invoice, Fiserv will deliver such Payment Requests via email to your customers on

your behalf. If you create and send a Payment Request that is a payment link, we may offer you the option to send such Payment Requests directly to your customers or Fiserv may deliver such Payment Requests via email to your customers on your behalf.

- c. **Customer Payment Portal.** Payment Requests will direct your customers to a user interface hosted by Fiserv that enables your customers to make payments. This customer payment portal will support the following payment methods for your customers:
 - i. ACH Payments (required). For your customer payments funded by a deposit account, Fiserv will initiate an ACH transaction debiting your customer's deposit account. Fiserv will only process the subsequent payment to you upon successful completion of the ACH transaction.
 - ii. Credit Card Payments (optional). If you choose to accept your customer's payments using a supported credit card, Fiserv will facilitate the transmission of a credit card transaction to Fiserv through the supported card network on behalf of your customer. Fiserv will only process the subsequent payment to you upon successful completion of your customer's card transaction.

All of your customer payments will be settled via ACH to your Billing Account whether they are initiated by your customer as an ACH transaction or credit card transaction.

We are not responsible for any direct support to your customers related to your customers' payments made to you; any support that may be provided to you related to your customers' payments will be provided as outlined in your Remittance Agreement or Sub-Merchant Agreement with Fiserv.

- 7. **Accounting Software Synch.** Depending on the Service plan, the Service may provide a means for connecting certain third-party accounting software to synch bills, invoices, contacts, and payments ("Accounting Software Synch"). If you enable Accounting Software Synch, our Service Providers will automatically share all bill, invoice, payment, supplier and customer information with your accounting software service provider to enable a consolidated view of activity within the applicable accounting software. The accounting software service provider will also automatically synch this information with our Service Providers so that the Service will reflect any changes to bills, invoices, payments, suppliers, and customers from the accounting software.
- 8. **Electronic Bill Delivery and Presentment.** The Service includes a feature that presents you with electronic bills from select Billers. Electronic bills may not be available from all Billers.

Electronic bills are provided as a convenience only, and you remain solely responsible for contacting a Biller directly if you do not receive their bills or other statements.

- a. Presentation of electronic bills.** You will receive electronic bills only if you have identified a Biller in the Service and the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if you affirmatively elect within the Service to receive electronic bills from the Biller. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
- b. Paper Copies of electronic bills.** If you start receiving electronic bills from a Biller, the Biller may stop sending you paper bills or other statements. The ability to receive a paper copy of your bill or other statement is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills or other statements on a regular or as-requested basis.
- c. Sharing Information with Billers.** You authorize us to share identifying personal information about you (such as name, address, telephone number, and Biller account number) with Billers you have identified and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to activate your affirmative request for electronic bills.
- d. Information held by the Biller.** We are unable to update or change your information (such as name, address, phone numbers, and email addresses) with a Biller. Any changes will require you to contact Billers directly. It is also your responsibility to maintain all usernames and passwords for all electronic Biller sites. You agree you will not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
- e. Activation.** We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts with the Biller current. Each Biller has the right to accept or deny your request to receive electronic bills.

- f. Authorization to obtain bill data.** You authorize us to obtain information from Billers that you have requested to send you electronic bills. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your electronic bill.
 - g. Notification.** We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an email notification to any email address you have on file with us. In the event you do not receive notification, it is your responsibility to periodically access the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
 - h. Cancellation of electronic bill notification.** The Biller may cancel the presentment of electronic bills at any time. You can elect within the Service to stop receiving electronic bills from a Biller and cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days to process a cancellation, depending on the billing cycle of each Biller. We will notify your Biller as to the change in status of your account, and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
 - i. Non-Delivery of electronic bills.** You agree to hold us harmless should the Biller fail to deliver your electronic bill. You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
 - j. Accuracy and dispute of electronic bill.** We are not responsible for the accuracy of your electronic bill. We are only responsible for presenting the information we receive from the Biller. You must address and resolve any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail with the Biller directly.
- 9. Mobile Invoice Capture.** We may, in our sole discretion, make the Remote Invoice Capture function available in the Service that enables you to upload an invoice using the camera on your mobile device or computer.
- a. Image Quality.** The image of an invoice transmitted using the Remote Invoice Capture function must be legible and clear, and it must capture all pertinent information from the front of the invoice. You authorize us to convert images of an invoice to image replacement documents or transmit them as an image. If the

electronic files and/or images transmitted to us with respect to any invoice do not comply with our requirements for content or format, we may, in our sole discretion further transmit the invoice and data in the form received from you, repair or attempt to repair the invoice or data and then further transmit it, process the invoice as photocopies in lieu of originals, or return the invoice and data to you unprocessed.

b. Remote Capture Minimum Hardware and Software Requirements. To use the Remote Invoice Capture function, you must obtain and maintain, at your expense, compatible hardware and software, including without limitation an internet connection and either a mobile phone or computer capable of capturing an electronic image. Contact us for more details on any hardware and software requirements.

c. Disclaimer. In no event will we or our Service Providers be liable for any results from your use of extracted data from the Remote Invoice Capture function, including without limitation any late fees for payments sent to an improper payee or improper account. You bear responsibility for confirming that the information captured by the Remote Invoice Capture function matches the information on the invoice.

10. Receipts and Transaction History. You may view your transaction history by accessing the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

11. Service Providers. We may make the Service available to you through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding our engagement of a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this TSMTC to delegate to Service Providers all of the rights and performance obligations that we have under this TSMTC, and that the Service Providers will be third party beneficiaries of this TSMTC and will be entitled to all the rights and protections that this TSMTC provides to us. This Section will survive the termination of this TSMTC.

12. Service Termination or Suspension. If the Service is terminated or suspended at any time, any payment that has begun processing before the date of termination or suspension may be processed by us.

13. Charges or Fees. We may charge fees for this Service as disclosed on our applicable fee schedule or within the Service. We reserve the right to change the fees for this Service at

any time. You agree to pay such fees for the Service. We will try to charge fees to your Billing Account, but you agree that we may debit any account maintained by you with us in order to obtain payment of your obligations relating to this Service.

We may generate a monthly billing statement that is accessible in the Service summarizing the fees that were charged related to the Service. Fees for Accounts Payable function transactions may be charged monthly or on another periodic basis, rather than at the time such transactions are processed. Fees for Faster Payments are charged to the Billing Account upon receipt of a Payment Instruction for a Faster Payment. Fees for a Scheduled Payments are established upon receipt of a Payment Instruction and will be charged on the date the payment processes. If a Scheduled Payment is edited before it begins processing, the applicable fee will be recalculated based on the edited Payment Instruction. You agree to pay such fees and authorize the Service to deduct the calculated amount from your Billing Account.

14. Information Authorization and Credit Reports. You authorize us and our Service Providers to obtain financial information regarding your account from a Biller or your other financial institutions (for example, to resolve payment posting problems or for verification). You authorize us and our Service Providers to obtain business credit bureau reports in your name and, if you are a sole proprietorship, you authorize us and our Service Providers to obtain personal credit bureau reports in your name at our own expense at any time for the purpose of evaluating or re-evaluating your access to or use of the Service. Upon determination, in our sole discretion, that your financial condition has changed adversely or does not satisfy our current Service standards, we may change any applicable transaction limits, change access to one or more functions otherwise available in the Service, or terminate or suspend the Service. We may report our credit experience with you and your accounts to third parties.

15. Products and Services Paid For Using the Service. We do not have control of, or liability for, any products or services that are paid for with the Service. We also do not guarantee the identity of your customers, Billers, or those to whom you send or from whom you receive payments. Neither we nor our Service Providers can ensure that a Biller you are dealing with will actually complete the transaction or is authorized to do so.

16. Credit Card Processing Disclaimer. WE WILL MAKE REASONABLE EFFORTS TO ENSURE THAT REQUESTS FOR ELECTRONIC DEBITS AND CREDITS INVOLVING CREDIT CARDS ARE PROCESSED IN A TIMELY MANNER BUT WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING BECAUSE THE SERVICES ARE DEPENDENT UPON MANY FACTORS OUTSIDE OF OUR CONTROL, SUCH AS DELAYS IN THE BANKING SYSTEM.

- 17. Release.** You release Indemnitees from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you and any one or more Biller or your customers. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor. This Section will survive the termination of this TSMTC.

FUNDS TRANSFER

The following sets forth the terms and conditions under which we will provide the Funds Transfer Service to you to receive funds transfer payment orders through our Business Digital Banking Service issued in your name as sender. The Funds Transfer Service described herein is a “Service” within the meaning of this TSMTC. This Service is accessible only through our Business Digital Banking service for which you must separately enroll.

- 1. Definitions.** Unless otherwise defined herein, terms used in these Service-Specific Terms for our Funds Transfer Service will have the meanings provided in Michigan’s Uniform Commercial Code Article 4A, this TSMTC, and the Application.
- 2. Security Procedures and Funds Transfer Payment Orders.** You agree to follow the Security Procedures described below for payment orders delivered through our Business Digital Banking Service. You agree that the Security Procedures are commercially reasonable. We may at any time require additional verification of your identity by any reasonable method in our sole discretion. Provided we comply with the Security Procedures described below, you will be liable to us for the amount of the funds transfer payment order plus the amount of any expenses and charges for our services in execution of your payment order, even if the funds transfer payment order was not actually authorized by you. If we do not follow the Security Procedures described below, but can demonstrate the funds transfer payment order was otherwise authorized by you, you will be liable for the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. You agree that we, in our sole discretion, may record any oral, electronic or telephone payment order or communication of cancelation or amendment.
 - a.** For recurring payment orders of twenty-five thousand dollars (\$25,000) or less to which we have assigned a recurring wire authorization number, the following Security Procedures apply:

Recurring Authorization Form: We may in our sole discretion assign a recurring wire authorization number to a payment order if you provide us with a signed recurring

authorization form with such information that we require, including without limitation the receiving bank's name, routing number or Society for Worldwide Interbank Financial Telecommunication (SWIFT) code, beneficiary's name and address, and beneficiary's account number. If we assign a recurring wire authorization number to a payment order, you may request that a funds transfer be made using this Service by entering the recurring wire authorization number in the Message to Beneficiary field within our Business Digital Banking Service, and we will execute the payment order using the information contained in the signed recurring authorization form associated with that recurring wire authorization number. If you request a funds transfer be made using this Service but do not enter the recurring wire authorization number in the Message to Beneficiary field within our Business Digital Banking Service, the recurring wire authorization number you provide does not match a recurring wire authorization number assigned to you, or your payment order does not match the information on the signed recurring authorization form, the Security Procedures that apply to payment orders that are not recurring payment orders to which we have assigned a recurring wire authorization number will apply.

- b. For recurring payment orders of more than twenty-five thousand dollars (\$25,000), for expired or otherwise invalid recurring payment orders of any amount, for recurring payment orders of any amount without a valid recurring wire authorization number assigned, and for payment orders of any amount that are not recurring payment orders, the following Security Procedures apply:

Callback Password: Upon receiving a funds transfer payment order or communication of cancelation or amendment, we will telephone you at the Callback Phone Number listed in your Application to receive your final verification of each funds transfer payment order or communication of cancelation or amendment by requesting the Callback Password also listed therein.

- 3. **Records.** You will maintain records of each funds transfer payment order and communication of cancelation or amendment for six (6) months following the funds transfer date and agree to provide such records to us upon request.
- 4. **Timing.** Funds transfer payment orders must be received by us on a funds transfer business day before the cutoff time and in time to complete the security procedures described above. You may cancel or amend a payment order only if we receive the communication of cancelation or amendment before our cutoff time, in time to complete the security procedures described above, and in time to have a reasonable opportunity to act on the communication of cancelation or amendment before the payment order is accepted. Funds transfer payment orders and communications of cancelation or amendment received on a funds transfer business day and after the cutoff time or without sufficient time to complete

the security procedures described above will be treated as being received on, and may be executed on, the following funds transfer business day. Funds transfer payment orders and communications of cancelation or amendment received on a day that is not a funds transfer business day will be treated as being received on, and may be executed on, the following funds transfer business day. Our cutoff time is 3:00 p.m. ET, but it may vary at our discretion. Funds transfer business days are Mondays through Fridays, except federal holidays.

POSITIVE PAY

The following sets forth the terms and conditions under which we will provide the Positive Pay Service to you to match your list of properly payable checks against items presented to us for payment and permit you to establish rules for ACH Entries posted to such accounts. The Positive Pay Service described herein is a “Service” within the meaning of the TSMTC. This Service is accessible only through our Business Digital Banking service for which you must separately enroll.

- 1. Definitions.** Unless otherwise defined herein, terms used in these Service-Specific Terms for our Positive Pay Service will have the meanings provided in Michigan’s Uniform Commercial Code Article 3 and 4, Regulation E, the NACHA Rules, this TSMTC, and the Application.
- 2. Use of the Service.** This Service allows you to submit electronic files to us that identify checks that are properly payable against an Eligible Account. As checks are presented for payment, we will match the incoming checks against your list of properly payable items. This Service also allows you to establish rules for ACH Entries received for an Eligible Account. We will provide a report to you, electronically, of (i) checks that are presented for payment on an Eligible Account but may not match the list of properly payable items you provided to us or, if you do not provide a list of properly payable items, all checks that are presented for payment on an Eligible Account; and (ii) ACH Entries received for an Eligible Account that fail a rule you have established. This will enable you to instruct us to return an unauthorized ACH Entry or return a check presented for payment on an Eligible Account that appears to be counterfeit, altered, or are otherwise not properly payable or authorized.
- 3. Eligible Accounts.** An Eligible Account means your business checking accounts maintained with us.
- 4. Issued Check File.** To use the Service for a check, you may submit an Issued Check File to us for each Eligible Account. The Issued Check File must, at a minimum, accurately state the check number, date and the exact dollar amount of each properly payable check drawn on that Eligible Account since your last Issued Check File was submitted. We may make optional information fields available for the Issued Check File, in our sole discretion. You agree to send the Issued Check File to us on the same day that the checks identified therein are issued in

the format and medium we require, which requirements may change from time to time. In the event of system failure and the Issued Check File cannot be received by us or we cannot process such file, such file will be considered as not received, even if we have possession of such file.

- 5. ACH Entry Rules and Reporting Exceptions.** To use the Service for an ACH Entry, you must establish at least one (1) rule for each Eligible Account against which ACH Entries received for such Eligible Account will be run each Business Day. You may establish more than one (1) rule and remove or change any rules established. You must provide us with certain ACH Entry information to establish a rule for a transaction, such as:
- a.** Company ID
 - b.** SEC code
 - c.** Debit or credit Entry indicator
 - d.** Max dollar amount

You may leave one (1) or more of such ACH Entry information blank when establishing a rule, however, a debit or credit Entry indicator must be identified. Unless you direct us otherwise, we will establish your first ACH Entry rule for each Eligible Account by leaving the Company ID blank, leaving the SEC code blank, selecting the credit indicator, and leaving the max dollar amount blank, which will mean that (i) each ACH Entry received for an Eligible Account that is a credit Entry will not be an Exception and, will for purposes of this Service, post to an Eligible Account for which it was received; and (ii) each debit Entry will be an Exception described in an Exception Report.

- 6. Payment of Presented Checks and Reporting Exceptions.** For each Issued Check File that we receive through the Service and that meets our current format and medium requirements, we will compare each Presented Check by check number and amount against such Issued Check File for each Eligible Account. On each Business Day, we:
- a.** will pay and charge to the Eligible Account each Presented Check that is matched by check number and amount to a check, in addition to any optional information fields we make available, listed on any Issued Check File; and
 - b.** will provide you with electronic notification of any Exception presented for payment that does not exactly match to the Issued Check File items in an Exception Report.
- 7. Pay Request/Return Request.** You must review each Exception Report and access the Service to electronically communicate to us Pay Requests and Return Requests for each Exception by 2:00 p.m. ET on the same business day that the Exception was generated (“Cut-Off Time”). We may impose restrictions and additional requirements to complete a Return Request for an Exception that is an ACH Entry, including without limitation by restricting SEC codes for which we will accept a Return Request and completion and return of a separate return

authorization form by the Cut-Off Time. If we do not receive a Pay Request or Return Request for any Exception by the Cut-Off Time, you will be conclusively presumed to have explicitly authorized us to make final payment or settlement of the Exception and, as applicable, charge it to an Eligible Account. We are under no obligation to return an Exception if a Return Request is received by us after the Cut-Off Time. We are not obligated to comply with any Pay Request or Return Request received other than through use of the Service, in a non-standard format or medium, or after the Cut-Off Time, but may instead treat such a Pay Request or Return Request as though it had not been received. 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 electronic device. For this reason, we suggest that you send Pay Requests and Return Requests to us sufficiently in advance of any Cut-Off Time to reduce the possibility of missing the cutoff.

- 8. Receipt of Items.** We are not liable for any Issued Check File, Pay Request, or Return Request we do not receive. An Issued Check File is considered received when each of the properly payable checks written on an Eligible Account provided by you to us included in such Issued Check File appear in the “Issued Check Processing Log”, which you can access through the “Launch Advanced Options” tab then selecting “Issued Check Processing Log”. A Pay Request is considered received when the status is “Pay” in the list of exceptions in a transaction report, which you can access through the “Launch Advanced Options” tab, then selecting “Transaction Reports”, then selecting “Exception Items”. A Return Request is considered received when the status is “Return” in the list of exceptions in a transaction report, which you can access through the “Launch Advanced Options” tab, then selecting “Transaction Reports”, then selecting “Exception Items”. You are responsible for verifying and confirming an Issued Check File, Pay Request, or Return Request has been received by us. You understand and agree the terminology and status indicators used within this section to describe receipt are subject to change without notice to you and that you will be able to view the applicable status and current terminology and status indicators within the Service.
- 9. Errors.** We are not responsible for detecting or correcting any error of yours contained in any rule for ACH Entries or any Issued Check File, Pay Request, or Return Request you send to us.
- 10. Limitation of Liability.** Any check or ACH Entry that we return in accordance with the terms of this Service will be deemed to be not properly payable or unauthorized. Any Presented ACH that does not fail a rule, any Presented Check that is matched to a check listed on any Issued Check File, any Exception you authorize us to pay by communicating a Pay Request to us, or any Exception for which a Return Request was not received by the Cut-Off Time on the same business day that the Exception was generated is authorized by you. Any such authorized check or ACH Entry may be paid or settled without our performing any other verification procedures. You hereby agree that, once you have authorized the payment of an item or ACH Entry utilizing the Service, we will have no liability whatsoever for paying or

posting the item or ACH Entry, regardless of whether or not the item or ACH Entry was validly issued or authorized by you and whether or not we have performed any additional verification procedures for the item or ACH Entry.

11. Wrongful Dishonor. Our liability for wrongful dishonor of an Exception will be limited to the extent damages for wrongful dishonor are recoverable under Michigan's Uniform Commercial Code Article 3 and 4. Notwithstanding the forgoing, we will have no liability for wrongful dishonor of an Exception when we, acting in good faith, return an Exception:

- a. that we reasonably believed was not properly payable;
- b. if the available balance in the Eligible Account is insufficient to pay the item or Entry;
or
- c. if required to do so by the service of legal process or the instructions of regulatory or government authorities or courts.

12. Indemnification. You agree to indemnify and hold Indemnitees harmless from any losses or liabilities you may suffer or incur as a result of our returning or paying an item, ACH Entry, or other authorized transaction on the Eligible Account and release and forever discharge Indemnitees from any and all manner of action or actions, suits, claims, damages, judgments, levies, executions, expenses, costs, interest, attorney's fees and legal expenses, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, which you have, or ever can, may or will have or claim to have against us in connection with, arising out of or relating to the payment or return of any check, ACH Entry, or transaction pursuant to the provisions of this TSMTC.

13. Ineligible Checks/ACHs. You agree this Service will not apply to an item or ACH Entry if we have cashed the check or are otherwise committed to honor or pay the item or ACH Entry under applicable laws, rules, or regulations.

14. Stop Payments and Returns. The Service will not be used as a substitute for our stop payment procedures. You agree to follow our standard stop payment procedures if you desire to return a check that is properly payable. Nothing in this TSMTC will limit (i) your right to stop payment on any check that is properly payable; (ii) our right to return or reject any check or ACH Entry that you have authorized us to pay if we determine, in our sole discretion, that the check or ACH Entry is not properly payable or authorized for any reason; or (iii) our right to return any check, ACH Entry, or other transaction that would exceed the available balance in the Eligible Account. Nothing in this TSMTC will be construed as obligating us to perform any verification procedures on any check, ACH Entry or other transaction that you have authorized us to pay, although we may choose to perform certain verification procedures in our sole discretion.

15. Charges or Fees. We may charge a fee for this Service as disclosed on our applicable fee schedule. We reserve the right to change the fee for this Service at any time. We will try to

charge a fee to your Preferred Charge Account, but you agree that we may debit any account maintained by you with us in order to obtain payment of your obligations relating to this Service.

- 16. Electronic Media.** All electronic data or media and records used by us for the Service are and will remain our property. We may, in our sole discretion, make available such information upon your request. You agree to pay any expenses incurred by us in making any such information available to you as disclosed on our applicable fee schedule.
- 17. Electronic Mail Address.** You are responsible for providing us with and maintaining an accurate, valid email address for communication in connection with the transactions contemplated for this Service.
- 18. Termination.** The Service will automatically terminate immediately if your Business Digital Banking access is cancelled by either you or us or all Eligible Accounts are closed for any reason by either you or us.
- 19. Limitations of Service.** For security reasons, we may implement limits on this Service. We reserve the right to change, suspend, or revoke this Service immediately and at any time without prior notice to you.
- 20. Decline of Service.** The Service may be required to use certain United products and services. The Service is designed to discover or prevent unauthorized transactions, including unauthorized checks and ACH debits, forgeries, and alterations (collectively, "Fraud"). While no such product is foolproof, the Service reduces the risk of loss from Fraud. By declining this Service, you agree that you are liable for Fraud that occurs on your Eligible Accounts, so long as United has acted in good faith and exercised ordinary care in processing such transactions.

SWEEP SERVICE

The following sets forth the terms and conditions under which we will provide the Sweep Service to you to conduct sweep transactions. The Sweep Service described herein is a "Service" within the meaning of this TSMTC.

- 1. Definitions.** Unless otherwise defined herein, capitalized terms will have the meanings provided in this TSMTC and the Application.
- 2. Debit or Credit Authorization.** You authorize us to debit and/or credit your Checking Account in accordance with the sweep arrangement described in these Service-Specific Terms and designated on your Application.

- 3. Sweep Service, Generally.** On each Business Day, we will determine the Collected Balance in your Checking Account for the previous Business Day and conduct sweep transactions in types and incrementally as specified in your Application. All sweep transactions will be effective as of and will be posted to your Checking Account the Business Day the transaction was made.
- 4. Loan Sweep.** By completing the information required for the Loan Sweep arrangement in your Application, you authorize and direct us to complete bi-directional sweep transactions in the following order:
- a.** The Collected Balance in the Primary Checking Account in total increments in excess of the Maximum Balance is first transferred to pay down your Loan Account.
 - b.** When the outstanding loan balance on the Loan Account is zero, no Loan Sweep transactions will be made from a Checking Account to the Loan Account.
 - c.** When the Collected Balance in the Primary Checking Account is less than the Minimum Balance, you authorize us to advance funds up to the credit limit on the Loan Account and transfer advanced funds from the Loan Account to the Primary Checking Account in an amount, in total increments, sufficient to restore the Collected Balance in the Primary Checking Account to the Minimum Balance.
 - d.** The Collected Balance in the Secondary Checking Account in total increments in excess of the Maximum Balance is next transferred to pay down your Loan Account.
 - e.** When the Collected Balance in the Secondary Checking Account is less than the Minimum Balance, you authorize us to advance funds up to the credit limit on the Loan Account and transfer advanced funds from the Loan Account to the Secondary Checking Account in an amount, in total increments, sufficient to restore the Collected Balance in the Secondary Checking Account to the Minimum Balance.
 - f.** The Collected Balance in the Tertiary Checking Account in total increments in excess of the Maximum Balance is next transferred to pay down your Loan Account.
 - g.** When the Collected Balance in the Tertiary Checking Account is less than the Minimum Balance, you authorize us to advance funds up to the credit limit on the Loan Account and transfer advanced funds from the Loan Account to the Tertiary Checking Account in an amount, in total increments, sufficient to restore the Collected Balance in the Tertiary Checking Account to the Minimum Balance.

Loan Account pay downs and advances are subject to the terms and conditions of the loan documents between you and us for the Loan Account. There are restrictions on the types of loan products that are eligible for use with a Loan Sweep. You remain liable for making all payments due to your Loan Account even if the Loan Sweep does not function as described.

5. **Draft Sweep.** By completing the information required for the Draft Sweep arrangement in your Application, you authorize and direct us to complete bi-directional sweep transactions in the following order:
- a. The Collected Balance in the Primary Checking Account in total increments in excess of the Maximum Balance is transferred to your Draft Sweep Share Account.
 - b. When the Collected Balance in the Primary Checking Account is less than the Minimum Balance, you authorize us to transfer funds up to the Collected and Available Funds balance from the Draft Sweep Share Account to the Primary Checking Account in an amount, in total increments, sufficient to restore the Collected Balance in the Primary Checking Account to the Minimum Balance.
 - c. The Collected Balance in the Secondary Checking Account in total increments in excess of the Maximum Balance is next transferred to your Draft Sweep Share Account.
 - d. When the Collected Balance in the Secondary Checking Account is less than the Minimum Balance, you authorize us to transfer funds up to the Collected and Available Funds balance from the Draft Sweep Share Account to the Secondary Checking Account in an amount, in total increments, sufficient to restore the Collected Balance in the Secondary Checking Account to the Minimum Balance.
 - e. The Collected Balance in the Tertiary Checking Account in total increments in excess of the Maximum Balance is next transferred to your Draft Sweep Share Account.
 - f. When the Collected Balance in the Tertiary Checking Account is less than the Minimum Balance, you authorize us to transfer funds up to the Collected and Available Funds balance from the Draft Sweep Share Account to the Tertiary Checking Account in an amount, in total increments, sufficient to restore the Collected Balance in the Tertiary Checking Account to the Minimum Balance.
6. **Statements.** Sweep transactions will be reflected on the periodic statement we issue to you with respect to your accounts. You will notify us promptly 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 will 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.

GLOSSARY OF TERMS

Affiliates means companies related by common ownership or control.

Authorized User means a person you have authorized to act for you (including without limitation an administrative Authorized User) and identified on an Application; Member Business or

Organization Statement, Resolution, Grant of Authority and Agreement; or other means acceptable to us.

Application means the Treasury Management Services Application; Account Card, Membership Account and Services Application; and any other applications for our products and services.

Biller means the person or entity you have identified as a biller in the CashFlow CentralSM by United Service to whom you wish a payment to be directed and, as applicable, the person or entity from whom you receive electronic bills.

Billing Account means an Eligible Transaction Account that you hold with us from which your Service fees will be automatically debited and to which payments and credits to you will be credited for the CashFlow CentralSM by United Service.

BPSP Transactions means payments made through the Accounts Payable function of the CashFlow CentralSM by United Service using a Funding Account that is a credit card account.

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

Checking Account means the checking accounts designated by you on your Application, including those designated as a Primary, Secondary, or Tertiary Checking Account.

Collected and Available Funds means funds in your account equal to the ledger balance minus float which, in our reasonable determination, are not subject to hold, dispute, or legal process preventing their withdrawal.

Collected Balance means a Checking Account ending ledger balance less float.

Communication means an instruction, request, order, information, input, or other communication received by us pertaining to your use of a Service.

Compatible Mobile Device means an AndroidTM or iPhone[®] phone with a rear-facing camera.

Confidential Information means user guides, manuals, data, software, processes, fee, pricing and other information of a confidential nature provided to you in connection with a Service.

Draft Sweep means the portion of our Sweep Service that authorizes us to make sweep transactions between your Checking Account and your Draft Sweep Share Account to assist in maintaining the Minimum and Maximum Balances of your Checking Account, as provided

in your Application. You have the option to use the Draft Sweep to assist in maintaining the Minimum and Maximum Balances of a Secondary Checking Account and Tertiary Checking Account.

Due Date means the date reflected on your Biller statement for which a payment is due, not the late payment date, the date beginning any grace period, or a date during any grace period.

Eligible Transaction Account means a checking or money market account that you hold with us that is eligible for the CashFlow CentralSM by United Service, including the Funding Account, and an eligible credit card account that you hold with us.

Effective Date of the Treasury Management Services Agreement means the Effective Date as defined in the Treasury Management Services Agreement signed by you.

Exception means a Presented Check that does not match a check included in an Issued Check File or a Presented ACH that fails a rule you establish in connection with our Positive Pay Service.

Exception Payment means a payment in connection with our CashFlow CentralSM by United Service to a government or quasi-government agency (including without limitation tax payments and court-ordered payments), a payment to a brokerage account, and a payment to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

Exception Report means a record that we provide to you for our Positive Pay Service describing each Exception.

Funding Account means the Eligible Transaction Account that you hold with us and from which your bill payments may be debited using the CashFlow CentralSM by United Service.

Indemnitees means United Federal Credit Union, its directors, officers, employees, contractors, agents, affiliates, successors and assigns and its Service Providers, their employees, and their contractors.

Issued Check File means a record describing properly payable checks written on an Eligible Account that is provided by you to us in accordance with our Issued Check File requirements for our Positive Pay Service, as they may change from time to time.

Loan Sweep means the portion of our Sweep Service that authorizes us to make sweep transactions between your Checking Account and your Loan Account to assist in maintaining the Minimum and Maximum Balances of your Checking Account. You have the option to use

the Loan Sweep to assist in maintaining the Minimum and Maximum Balances of a Secondary Checking Account and Tertiary Checking Account.

NACHA Rules means the rules of the National Automated Clearing House Association, including without limitation any other clearing house rules applicable to automated clearing house transactions, as amended from time to time.

Payment Instruction means the information provided by you to us through the CashFlow CentralSM by United Service for a bill payment to be made to the Biller, including without limitation Funding Account, Biller name, Biller account number, and Scheduled Payment Date.

Payment Request means a payment link or invoice you send to your customers using the Accounts Receivable function of the CashFlow CentralSM by United Service.

Pay Request means your instructions requesting us to pay an Exception that we receive through our Positive Pay Service.

Scheduled Payment means a payment that has been scheduled through the Accounts Payable function of the CashFlow CentralSM by United Service but has not begun processing.

Presented Check means, for our Positive Pay Service, a check drawn on an Eligible Account and presented to us for payment through the check collection system on an Eligible Account.

Presented ACH means, for our Positive Pay Service, an ACH Entry received for an Eligible Account.

Prohibited Payment means a payment that is prohibited in connection with our CashFlow CentralSM by United Service.

Regulation E means 12 C.F.R. Part 1005 of the Consumer Financial Protection Bureau regulations.

Return Request means your instructions to us not to pay an Exception that we receive through our Positive Pay Service.

Security Procedure 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.

Service means a treasury management service provided by us to our members.

Service Provider means a third party and their Affiliates that we have engaged in connection with providing some or all of a Service to you.

Scheduled Payment Date means the day you want a Biller to receive your bill payment that is available to select in the CashFlow CentralSM by United Service.

System means all software, hardware, equipment, communications network, internet service, or other products or services necessary for you to access a Service.