

## **GENERAL ONLINE AND MOBILE BANKING**

This General Online and Mobile Banking Agreement (“Agreement”) is incorporated by reference into and becomes a part of the Business Master Account Agreement and Disclosure governing your account(s). The terms and conditions in this Agreement govern and control to the extent that there is any conflict with the Master Account Agreement and Disclosures. Alabama Teachers Credit Union (hereinafter “Credit Union”, “We”, “Us”, and “Our”) has the right to change this agreement at any time by notice mailed to you at the address shown on the Credit Union's share account records, by posting notice in branches, or as otherwise permitted by law. The General Online and Mobile Banking Agreement controls any and all services offered via the Online and Mobile Banking platform. “You”, “Yours”, and “I” means the business, business owner, authorized signer on the account, authorized representative, and any other party to which the login or access code is provided.

**OWNERSHIP AND LICENSE:** You agree that the Credit Union and its third-party providers retain all ownership and proprietary rights in the service, associated content, technology, application, and website. Your use of the service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the restriction of the foregoing, you may not use the service in any anti-competitive manner, for any purpose which would be contrary to the Credit Union’s business interest, or to the Credit Union’s actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute, or create derivative works from the content, and you agree not to reverse engineer or reverse compile any of the technology used to provide the service. You acknowledge and agree that any breach of this Agreement immediately terminates your right to use the service.

**INFORMATION ABOUT YOUR ACCOUNT(S) AND ABOUT YOU:** Generally, we will not disclose information to third parties about you or your account(s) without your permission. However, we may disclose information without obtaining your permission in the following scenarios:

- When it is necessary to complete transfers or transactions, or to send notice of dishonor or non-payment;
- To our accountants and auditors;
- To state or federal government regulators;
- To exchange, in the regular course of business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies;
- To advise third parties of accounts closed for misuse;
- To furnish information to appropriate law enforcement authorities when we reasonably believe we have been the victim of a crime;
- To comply with government agency or court orders, subpoenas or other legal process or to furnish any information required by statute;
- To furnish information about the existence of an account to any judgment creditor of yours who has made a written request for such information; or
- When we are attempting to collect an obligation owed to us.

**ACCOUNT OWNERSHIP/ACCURATE INFORMATION:** You represent that you are authorized to act on behalf of and for the business owner of the account(s) and to receive other financial information which may be accessed via Online and Mobile Banking. You represent and agree that all information you provide to us in connection with your use of Online and Mobile Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of using these services. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the device you will use to access Online and Mobile Banking, and the services therein. You agree to cease use of Online and Mobile Banking if you are no longer authorized to act on behalf of the business.

**TRANSACTIONS:** You may access your account on the web via our Online Banking service, or via your mobile device using our Mobile Banking service. You may conduct the following transactions and activities using Online and Mobile Banking:

- View deposit and loan account balances and history;
- Transfer funds between your deposit accounts at the Credit Union (excluding Term Share Certificates and IRAs), and establish recurring transfers;
- Transfer loan payments from related share, club, Money Market, or share draft accounts;
- Transfer loan payments from external accounts;
- Add overdraft sources;
- Make deposits to eligible accounts through Remote Check Deposit (if eligible);
- Access e-Statements (if enrolled);
- Access Bill Pay service (if enrolled);
- Verify cleared transactions and view images of cleared checks;
- Attach images to transactions for detailed recordkeeping;
- Configure Account and/or Security Alerts;
- Change Username/Password;
- Transfer funds to other Credit Union accountholders (Member to Member);
- View Credit Union locations;
- View Credit Card transactions;
- Order/reorder checks;
- Place stop payment orders;
- Initiate wire transfers;
- Initiate ACH transfers;
- Perform Positive Pay and Reverse Positive Pay for ACH and Checks;
- Send Invoices and Accept Payments;
- Access online application portals for new accounts; and
- Transfer to and from external accounts via ACH.

We reserve the right to limit the types and number of accounts that are eligible for the Service. Further, we reserve the right to refuse to make any transaction you request through Online or Mobile Banking. We also reserve the right to modify the scope of the service at any time. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supported by all devices. The Credit Union cannot guarantee, and is not responsible for, issues arising from the data services provided by your mobile carrier, such as data

outages or "out of range" issues. When installing the Mobile Banking application to your device, you were asked to allow certain permissions. Some permissions were optional, and others were required for successful installation. You understand that opting out of permissions may prevent you from using the Mobile Banking application to its fullest capacity.

In order to properly use Online and Mobile Banking, you should review and follow the instructions provided in the application and/or on our website. You agree to accept responsibility for learning how to use Online and Mobile Banking in accordance with the instructions and agree that you will contact us directly if you have any problems with either Service. You also accept responsibility for making sure that you know how to properly use your device. We will not be liable to you for any losses caused by your failure to properly use the Service or your device.

**RECURRING AND PREVIOUSLY AUTHORIZED TRANSACTIONS:** Turning your card OFF will prevent any purchases (online, in-store and other), ATM cash withdrawals, ATM transfers to deposit accounts, non-recurring transactions, and credit card cash advances. Turning your card OFF may not prevent other type of transactions on your account such as when standard authorization systems are not used, merchant-identified recurring transactions, refunds, reversals, credits adjustments, ATM inquiries, and Overdraft protection advances if your credit card provides overdraft protection to your checking account. Turning off your card is not a replacement for reporting your card lost or stolen. Contact us immediately if you believe that unauthorized transactions have been made. Availability may be affected by your mobile carrier's coverage area. Your mobile carrier's message and data rates may apply.

**BANKRUPTCY INFORMATION:** Online and Mobile Banking features an indicator that highlights past due loans in an effort to help borrowers remember their loan payment due dates. If you or your account is subject to pending bankruptcy proceedings, or if you received a bankruptcy discharge, this indicator is for informational purposes only and is not an attempt to collect a debt.

**PERMITTED TRANSFERS:** You may use the Service to transfer funds between your eligible Credit Union business accounts. You may also transfer to or from an account at another financial institution using Online and Mobile Banking via ACH transfe. You must have available funds (*as defined in the Master Account Agreement and Disclosure*) in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

**LIMITATIONS:** We may limit the type, frequency, total dollar amount, and number of transactions, services, and functionality of Online and Mobile Banking for security purposes and may change or impose the limits without notice, at our option. We may add, remove, or modify any services or functionality of Online and Mobile Banking at any time and without notice. The account balance and transaction history information may be limited to recent account information involving your accounts.

**FEES:** All standard fees set forth in our Fee Schedule apply. We reserve the right to charge for any Service in the future, including those previously offered at no cost.

**ELIGIBILITY/SERVICE TERMINATION:** Not all accounts are eligible for Online and Mobile Banking. The eligibility of any account is determined in the Credit Union's sole discretion. The Credit Union reserves the right to terminate your right to use Online and Mobile Banking as it deems necessary at any time and without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's account records or through other electronic methods allowed pursuant to applicable laws and regulations. It is the obligation of each member to provide updated contact information to the Credit Union as necessary.

**TECHNOLOGY REQUIREMENTS:** To use the Online Banking service, you must have access to the Internet through an Internet Service Provider (ISP). The latest version of Chrome, Firefox, Edge, and/or Safari browsing software ("browser") can be used to access Online Banking. You are solely responsible for obtaining, maintaining, upgrading, and operating your browser and any associated software. We are not responsible for any loss, damage or claim caused by your ISP, any related software, or your computer communication equipment. Use of the Mobile Banking service requires that you use a supported mobile device, including a cellular phone or other mobile device, that is web-enabled, allows secure SSL traffic, and is capable of receiving text messages. Your wireless carrier may assess fees for data or text messaging services. Please consult your wireless plan or provider for details. It is your responsibility to update/upgrade your software and/or equipment as necessary to ensure that you can access Online and Mobile Banking.

**THIRD-PARTY SERVICE PROVIDER:** Online and Mobile Banking services are made available pursuant to a license agreement. Any interruption of Service or access will prevent your use of the Service. To utilize the Services, you will need to login and satisfy the system's security procedures.

**UNAFFILIATED SERVICE PROVIDERS:** You agree that when you use Online and Mobile Banking you remain subject to the terms and conditions of your existing agreements with the Credit Union, except as expressly otherwise stated herein. You agree that you also remain subject to the terms and conditions of agreements you may have with any unaffiliated Service providers, including, but not limited to, your mobile service provider. This Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of Online and Mobile Banking (*such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking*), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us. Any account or other banking product accessed through this Service is also subject to the agreements and disclosures governing your account(s). You should review said disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Online and Mobile Banking. Online and Mobile Banking may present opportunities to follow links that direct you to websites with content that Credit Union does not control. These third-party links are provided only as a courtesy, and you acknowledge that Credit Union does not endorse or control the content of these or any other third-party websites.

**SYSTEM UNAVAILABILITY:** Access to Online and Mobile Banking may be unavailable at certain times for the following reasons:

- Scheduled Maintenance - Periods when systems require maintenance or upgrades;
- Unscheduled Maintenance - Periods when unforeseen maintenance is necessary; or
- System Outages - Major unforeseen events, such as severe weather, etc.

We will make all reasonable efforts to ensure the availability of Online and Mobile Banking; however, we are in no way liable for the unavailability of the Services or any damages that may result. You agree that your use of Online and Mobile Banking and all related information and content (*including that of third parties*) is at your own risk and that these services and materials are provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. We make no warranty that the Service will meet your requirements, that it will be uninterrupted, timely, secure, or error-free, that results that may be obtained from the Online and Mobile Banking service will be accurate or reliable, or that any errors in the Services or technology will be corrected.

**INAPPROPRIATE TRANSACTIONS:** You warrant and agree that you will not use Online and Mobile Banking or any other Credit Union accounts or services to make or facilitate any illegal transaction(s) as determined by applicable law. You further agree that any such use, including any such authorized use, will constitute a breach of this Agreement. You agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account(s) or services.

**SECURITY OF LOGIN AND ACCESS CODE:** The username and access code that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your login and access code. You agree not to disclose or otherwise make this information available to anyone not authorized to sign on your accounts. If you authorize anyone to use your login and access code, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of this information, the Credit Union suffers a loss, or if you are in default, we may terminate your Online and Mobile Banking and account services immediately.

**YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS:** Notify us at once if you believe an unauthorized login, transaction, deposit, Bill Pay, Remote Check Deposit, or other transaction has occurred. Telephoning us at (256) 543-7040 or (800) 470-0704 is the best way of reducing your possible losses, or you may write us at: Alabama Teachers Credit Union, P.O. Box 1400, Gadsden, Alabama 35902. You are responsible for all transfers you authorize using an Electronic Funds Transfer ("EFT") service under this Agreement. If you permit other persons to use an EFT service, you are responsible for any transactions they authorize or conduct on any of your accounts.

**LIABILITY FOR FAILURE TO MAKE A TRANSACTION:** Under no circumstances will the Credit Union be liable for consequential, indirect, or punitive costs or damages. The Credit Union will carry out your instructions in a reasonable manner. If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our Agreement with you, the Credit Union may be liable for your losses or damages. If the Credit Union does not complete a transaction to or from your account in the correct amount according to

our Agreement with you, the Credit Union's damages are limited to \$5,000.00. The Credit Union has no liability for its failure to complete a transaction if:

- You do not have available funds in your account to perform the transfer or transaction.
- The transaction exceeds the credit limit on your Overdraft Protection Loan or Overdraft Privilege limit, if applicable.
- The system is not functioning as intended or is not available.
- Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- You have not properly followed instructions within the Service.
- The funds in your account are subject to legal process or another similar encumbrance.
- The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- Access to your account has been blocked after you have reported potential or actual unauthorized access.
- We have a reasonable basis to believe there is a possibility of unauthorized activity or other risk involving your account.

**BUSINESS DAY DISCLOSURE:** Our business days are Monday through Friday. Holidays are not included. Online and Mobile Banking service will be available twenty-four (24) hours a day, seven (7) days a week, except when down for conditions indicated in the section of this Agreement titled "System Unavailability."

**INFORMATION ABOUT YOUR ACCOUNT(S) AND ABOUT YOU:** Generally, we will not disclose information to third parties about your account(s) or about you without your permission; however, we may disclose information in the following scenarios:

- when it is necessary to complete transfers or transactions, or to send notice of dishonor or non-payment;
- to our accountants and auditors;
- to state or federal government regulators;
- to exchange, in the regular course of business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies;
- to advise third parties of accounts closed for misuse;
- to furnish information to appropriate law enforcement authorities when we reasonably believe we have been the victim of a crime;
- to comply with government agency or court orders, subpoenas or other legal process or to furnish any information required by statute;
- to furnish information about the existence of an account to any judgment creditor of yours who has made a written request for such information; or when we are attempting to collect an obligation owed to us;
- if you give us your written permission.

**IN CASE OF ERRORS OR QUESTIONS ABOUT TRANSACTIONS:** In case of errors or questions about your electronic transfers, contact us as soon as you can. Telephoning us at (256)

543-7040 or (800)470-0704 is the best way of reducing your possible losses, or you may write us at: Alabama Teachers Credit Union, P.O. Box 1400, Gadsden, Alabama 35902.

**INACTIVITY:** Your Online and Mobile Banking accounts will be considered inactive if you have not logged in for ninety (90) days. After 90 days of inactivity, you may be required to authenticate your account and login information the next time that you attempt to access Online or Mobile Banking.

### **E-STATEMENTS**

You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, information, and all other evidence of our transactions electronically. In addition, you consent and agree that we may provide governmental and third-party notices (*such as IRS 1098, 1099, etc.*), to include notices required by federal or state laws (*such as notice of unclaimed property*) or notice of the availability of any of the foregoing with you or on your behalf electronically. Hereinafter, all such disclosures and documentation are referred to as “electronic record(s)”. We will do so by posting or providing a link to these items on the Credit Union’s website, by submitting a notice to the e-mail address provided to us, or by using other electronic methods allowed pursuant to applicable laws and regulations to provide electronic records to you. You may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records call (256) 543-7040 or (800) 470-0704. In the event that you close your membership with the Credit Union, please note that your final statement will be a paper statement sent to your mailing address of record.

Upon receipt of your consent, we will provide all electronic records and disclosures to you, as applicable, to the email address that you provide. You will be required to login to Online Banking or Mobile Banking to access electronic records. It is your sole responsibility to protect your login and access code. You understand that you have no expectation of privacy if electronic records are transmitted to an email address. You further agree to release the Credit Union from any liability if the information is intercepted or viewed by an unauthorized party at the email address provided by you, or any updates thereto that are provided to the Credit Union. Your e-Statements will be available for eighteen (18) months from the date of the statement.

**FEES:** All standard fees set forth in our Fee Schedule apply. We reserve the right to charge for e-Statement service in the future.

**TECHNOLOGY REQUIREMENTS:** e-Statements must be viewed by logging into Online or Mobile Banking. To use the Online Banking service, you must have access to the Internet through an Internet Service Provider (ISP). The latest version of Chrome, Firefox, Edge, and Safari browsing software can be used to access Online Banking. You are solely responsible for obtaining, maintaining, upgrading and operating your ISP and any associated software. We are not responsible for any loss, damage, or claim caused by your ISP, any related software, or your computer communication equipment. Adobe Reader is required to view e-Statements. If you choose to print your statement, you will need access to standard printing capabilities. Use of the Mobile Banking service requires you to use a supported mobile device that is web-enabled, allows

secure SSL traffic, and is also capable of receiving text messages. Your wireless carrier may assess fees for data or text messaging services. Please consult your wireless plan or provider for details. It is your responsibility to update/upgrade your software and equipment as necessary to ensure that you can access your e-Statements and notices.

**THIRD-PARTY SERVICE PROVIDER:** Access to e-Statement service is made available pursuant to a license agreement with the Credit Union. Any interruption of Service or access will prevent your use of the Service. To utilize the Services, you will need to login to Online Banking or Mobile Banking and otherwise satisfy the system's security procedures. Detailed instructions for use of e-Statement service are contained in the online help menus available while using the Service.

**SYSTEM UNAVAILABILITY:** Access to e-Statement service may be unavailable at certain times for the following reasons:

- Scheduled Maintenance - Periods when systems require maintenance or upgrades;
- Unscheduled Maintenance - Periods when unforeseen maintenance is necessary; or,
- System Outages - Major unforeseen events, such as severe weather, etc.

We will make all reasonable efforts to ensure the availability of the Service; however, we are in no way liable for the unavailability of the e-Statement service or any consequential damages that may result. You agree your use of the e-Statements and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the Service, whether express or implied, including, but not limited to the implied warranties of merchantability, and fitness for a particular purpose and noninfringement. We make no warranty that the Service will meet your requirements; will be uninterrupted, timely, secure, or error-free; results that may be obtained from the Service will be accurate or reliable; nor that any errors in the Services or technology will be corrected.

**LIMITATION OF LIABILITY:** You agree that we will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, or other losses resulting from the use or the inability to use the e-Statement services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of these Services, regardless of the form of action or claim (*whether contract, tort, strict liability or otherwise*), even if the Credit Union has been informed of the possibility thereof.

**USER RESPONSIBILITIES:** It is your responsibility to keep the Credit Union apprised of your current email address and to contact us if you do not receive your statement or notice of statement.

### **BILL PAY**

Bill Pay is an electronic payment service. Bill Pay functions include the following:

- View pending payments;
- View your payment history;
- Perform payee maintenance (e.g., change vendor name and address);



- Add one vendor payment or multiple vendor payments at one time;
- Contact support;
- Make payments; and
- Schedule payments.

**FEES:** All standard fees set forth in our Fee Schedule apply. We reserve the right to charge for Bill Pay in the future.

**ELIGIBILITY/SERVICE TERMINATION:** Please note that not all accounts are eligible for Bill Pay service. The eligibility of any account for Bill Pay service is at the Credit Union's sole discretion. The Credit Union reserves the right at any time to terminate your right to make transactions via Bill Pay as it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's account records. It is the obligation of each member to provide updated addresses to the Credit Union as necessary.

**TECHNOLOGY REQUIREMENTS:** Bill Pay service must be accessed by logging into Online or Mobile Banking. To use the Online Banking service, you must have access to the Internet through an Internet Service Provider (ISP). The latest version of Chrome, Firefox, Edge, and Safari browsing software can be used to access Online Banking. You are solely responsible for obtaining, maintaining, upgrading and operating your ISP and any associated software. We are not responsible for any loss, damage or claim caused by your ISP, any related software, or your computer communication equipment. Use of the Mobile Banking service requires that you use a supported mobile device, including a cellular phone or other mobile device, that is web-enabled, allows secure SSL traffic, and is capable of receiving text messages. Your wireless carrier may assess fees for data or text messaging services. Please consult your wireless plan or provider for details. It is your responsibility to update/upgrade your software and/or equipment as necessary to ensure that you can access your Bill Pay service.

**THIRD-PARTY SERVICE PROVIDER:** Access to Bill Pay is made available pursuant to a license agreement. Any interruption of Service or access will prevent your use of the Service. To utilize the Services, you will need to login to Online Banking or Mobile Banking and otherwise satisfy the system's security procedures. Detailed instructions for use of Bill Pay are contained in the online help menus available while using Bill Pay.

**SYSTEM UNAVAILABILITY:** Access to Bill Pay service may be unavailable at certain times for the following reasons:

- Scheduled Maintenance - Periods when systems require maintenance or upgrades;
- Unscheduled Maintenance - Periods when unforeseen maintenance is necessary; or,
- System Outages - Major unforeseen events, such as severe weather, etc.

We will make all reasonable efforts to ensure the availability of the Service; however, we are in no way liable for the unavailability of the Bill Pay service or any consequential damages that may result. You agree your use of the Bill Pay service and all information and content (*including that of third parties*) is at your own risk and is provided on an "as is" and "as available" basis. We

disclaim all warranties of any kind as to the use of the Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. We make no warranty that the Service will meet your requirements, will be uninterrupted, timely, secure, or error-free that results that may be obtained from the Service will be accurate or reliable, or that any errors in the Services or technology will be corrected.

**LIMITATION OF LIABILITY:** You agree that we will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data, or other losses resulting from the use or the inability to use the Bill Pay services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of these services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if the Credit Union has been informed of the possibility thereof.

**TRANSACTION PROCESSING:** Transaction Types: You may pay one-time or recurring bills through online Bill Pay. Payments may be made from share or share draft accounts; however, Regulation D limits the number of transfers from shares to no more than six (6) per month. Some vendors will not accept electronic payments made through online bill payer systems. As payee information is added, the system will state whether or not electronic payments will be accepted or paper checks will be mailed.

Single Payments: A single payment will be processed on the business day that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Credit Union, is currently 3:00 PM CST. A single payment submitted after the cut-off time on the designated process date will be processed on the next business day.

Recurring Payments: When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Single and Recurring Payments: The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your “Payees”.

Available funds (*as defined in the Business Master Account Agreement and Disclosure*) must be available by cutoff time on the payment processing date and will be deducted from your account on the payment date you entered.

You must keep the Credit Union and Bill Pay Customer Service aware of any changes in your current phone numbers, addresses, or e-mail address. You are responsible for monitoring to ensure that your payments are received and posted by the payee. If you have a payment that failed because of insufficient funds in your account, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through Bill Pay.

Transaction processing limits apply to Bill Pay service. The applicable limits depend upon the type of account you have and the type of payment you are attempting to schedule. If you attempt to schedule payments that exceed these limits, you will be notified at that time. Please pay items exceeding these limits via an alternate method, or contact the Credit Union. Any payee you wish to pay through Bill Pay must be payable in U.S. Dollars and be located in the United States. You may not use Bill Pay to make payments to a federal, state, or local governmental or tax unit, to pay child-support or alimony, or to make payments to other categories of payees that the Credit Union establishes from time to time.

**CANCELING A BILL PAY TRANSACTION:** You may cancel or change a scheduled Bill Pay transaction as long as processing has not been processed. After processing has been occurred, it is not possible to stop or cancel a payment. If we fail to cancel or stop any Bill Pay transaction, the payment will stand unless you show us that payment to the payee was unenforceable. If we re-credit your account after transferring funds over a valid and timely cancellation request, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee, and to assist us in any legal action taken against that person.

The Credit Union processes payments through a third-party service provider and is not responsible for the timing of payments. Allow approximately ten (10) business days for your payment to reach the vendor. Mailed payments take longer than those sent electronically. The vendor determines which type of payment it will receive. The Credit Union is not responsible for late payments. In the event that we fail to complete a payment in accordance with your instructions, the Credit Union’s maximum liability is \$5,000.00.

**LIABILITY FOR FAILURE TO MAKE A TRANSACTION:** Under no circumstances will the Credit Union be liable for consequential, indirect, or punitive costs or damages. The Credit Union and the Bill Payer service provider will carry out your instructions in a reasonable manner. According to our Agreement with you, the Credit Union’s damages are limited to \$5,000.00 in the event that the Credit Union does not complete a transaction to or from your account in the correct amount. The Credit Union has no liability for its failure to complete a Bill Pay transaction if:

- You do not have available funds in your account to perform the Bill Pay transaction.

- The transaction exceeds the credit limit on your Overdraft Protection Loan or Overdraft Privilege limit, *if applicable*.
- The system is not functioning as intended or is not available.
- Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- You have not properly followed instructions within the Bill Pay service.
- The funds in your account are subject to legal process or another similar encumbrance.
- The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- Access to your account has been blocked after you have reported potential or actual unauthorized access.
- We have a reasonable basis to believe there is a possibility of unauthorized activity or other risk involving your account.

### **REMOTE CHECK DEPOSIT**

Remote Check Deposit services are designed to permit you to make deposits to allowable accounts from home or other remote locations by scanning or taking pictures of checks and delivering the images and associated deposit information to us.

**FEES:** All standard fees set forth in our Fee Schedule apply to Remote Check Deposit. We reserve the right to charge for these Services in the future.

**ELIGIBILITY/SERVICE TERMINATION:** Not all accounts are eligible for Remote Check Deposit. The eligibility of any account is determined at the Credit Union's sole discretion.

The Credit Union reserves the right at any time to terminate your right to use Remote Check Deposit without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's account records. It is the obligation of each member to provide updated contact information to the Credit Union as necessary.

**TECHNOLOGY REQUIREMENTS:** Remote Check Deposit is accessible via Mobile Banking. You are solely responsible for obtaining, maintaining, upgrading, and operating your ISP and any associated software. We are not responsible for any loss, damage, or claim caused by your ISP, any related software, or your computer communication equipment. Use of the Remote Check Deposit service requires that you use a supported mobile device, including a cellular phone or other mobile device, that is web-enabled, allows secure SSL traffic, and is capable of receiving text messages. Your wireless carrier may assess fees for data or text messaging services. Please consult your wireless plan or provider for details. It is your responsibility to update/upgrade your software and/or equipment as necessary to ensure that you can utilize these Services.

**THIRD-PARTY SERVICE PROVIDER:** Remote Check Deposit services are made available pursuant to a license agreement. Any interruption of Service or access will prevent your use of the Service. To utilize the Services, you will need to login to Mobile Banking and otherwise satisfy our security procedures.

**SYSTEM UNAVAILABILITY:** Access to Remote Check Deposit may be unavailable at certain times for the following reasons:

- Scheduled Maintenance - Periods when systems require maintenance or upgrades;
- Unscheduled Maintenance - Periods when unforeseen maintenance is necessary; or,
- System Outages - Major unforeseen events, such as severe weather, etc.

We will make all reasonable efforts to ensure the availability of Remote Check Deposit services; however, we are in no way liable for the unavailability of the Service or any consequential damages that may result. You agree your use of the Remote Check Deposit service and all related information and content (including that of third parties) is at your own risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the Remote Check Deposit service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. We make no warranty that the Service will meet your requirements, will be uninterrupted, timely, secure, or error-free, that results that may be obtained from the Service will be accurate or reliable, or that any errors in the Services or technology will be corrected.

**INAPPROPRIATE TRANSACTIONS:** You warrant and agree that you will not use Remote Check Deposit or any other Credit Union accounts or Services (including but not limited to loans) to make or facilitate any illegal transaction(s) as determined by applicable law, and that any such use, including any such authorized use, will constitute a breach of this Agreement. You agree to indemnify and hold the Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from any such use of your account(s) or Services.

**ELIGIBLE ITEMS:** You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to the Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Credit Union's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Credit Union account.
- Checks payable on sight or payable through drafts, as defined in Reg. CC.

- Checks with any endorsement on the back, other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
- Checks that are prohibited by the Credit Union's current agreement and disclosures governing your account(s).
- Checks that are in violation of any federal or state law, rule, or regulation.
- Checks that are credit card advance or other loan advance instruments.
- Any check requiring signature and/or additional identification.

**ENDORSEMENTS, REQUIREMENTS, AND PROCEDURES:** You agree to restrictively endorse any item transmitted through the Remote Check Deposit service as "FOR MOBILE DEPOSIT ONLY at ATCU" or as otherwise instructed by us. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check, and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

**RECEIPT OF ITEMS:** We reserve the right to reject any item transmitted through the Remote Check Deposit service at our discretion and without liability to you. We are not responsible for items that we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete, or that it will be considered a deposit and credited to your account. We further reserve the right to charge back to your account any item that we subsequently determine was not an eligible item at any time. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**AVAILABILITY OF FUNDS:** You agree that items transmitted using the Remote Check Deposit service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 5:00 p.m. Central Standard Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we may consider that the deposit was made on the next business day we are open.

**DISPOSAL OF TRANSMITTED ITEMS:** Upon your receipt of a confirmation from the Credit Union that we have received an image that you have transmitted, you agree to retain the check in a secure location for at least sixty (60) calendar days from the date of the image transmission. After sixty (60) days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to the Credit Union upon request.

**DEPOSIT LIMITS:** We have established limits on the dollar amount of deposits made through Remote Check Deposit. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Limits are determined based on your account criteria, using factors which may include average deposits and average account balance over a specific time frame. Credit Union reviews accounts regularly and updates limits accordingly.

**PRESENTMENT:** The manner in which the items are cleared, presented for payment, and collected shall be in the Credit Union's sole discretion, and is subject to the agreement and disclosures governing your account.

**ERRORS:** You agree to notify us of any suspected errors regarding items deposited through the Service right away, and in no event later than sixty (60) days after the applicable Credit Union account statement is sent. Unless you notify us within sixty (60) days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against the Credit Union for such alleged error.

**ERRORS IN TRANSMISSION:** By using the Service, you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**IMAGE QUALITY:** The image of an item transmitted to the Credit Union using the Service must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Credit Union, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association.

**USER WARRANTIES AND INDEMNIFICATION:** You warrant to the Credit Union that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit nor re-present the original item.
- All information you provide to the Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations including, as applicable, Regulation CC, and specifically agree to all warranties of Subpart D to Regulation CC, as applicable.
- You are not aware of any factor which may impair the collectability of the item.
- You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware.
- You agree to indemnify and hold harmless the Credit Union from any loss for breach of this warranty provision, or costs or expenses related to or arising from any breach including the Credit Union's reasonable legal expenses and attorney's fees.

**COOPERATION WITH INVESTIGATIONS:** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Remote Check Deposit service which may be in your possession as well as your records relating to such items and transmissions.

**TERMINATION:** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated upon any breach on your part, including use of the Service for any unauthorized or illegal purposes, and/or use of the Service in a manner inconsistent with the terms of the membership agreement and disclosures governing your account or any other agreement with us.

**ENFORCEABILITY:** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**DISCLAIMER OF WARRANTIES:** You agree that your use of the Remote Check Deposit service and all of the Service's related information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. We make no warranty that the Service will meet your requirements, will be uninterrupted, timely, secure, or error-free, that results that may be obtained from the Remote Check Deposit service will be accurate or reliable, or that any errors in the Services or technology will be corrected.

**LIMITATION OF LIABILITY:** You agree that we will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data, or other losses resulting from the use or the inability to use the Remote Check Deposit services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of these Services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if the Credit Union has been informed of the possibility thereof. The Credit Union's maximum liability in the event we fail to complete a Remote Check Deposit in accordance with your instructions is \$5,000.00.

**ACCEPTANCE:** By checking the box, clicking "I agree", or otherwise agreeing to the to the General Online and Mobile Banking Agreement, you agree to be bound by all terms and conditions contained herein in addition to the terms and conditions in our other agreements governing your account(s)/services. By indicating your agreement, you represent to the Credit Union that the business, authorized signers, and authorized users consent to these terms and conditions.



This Agreement is incorporated into and becomes a part of the Business Master Account Agreement and Disclosure. The terms and conditions in this Agreement govern and control to the extent that there is any conflict with the terms and conditions set forth in the agreement governing your account(s).