

ALABAMA TEACHERS CREDIT UNION

ONLINE/MOBILE BANKING USER AGREEMENT

This Agreement is incorporated into and becomes a part of the agreement governing your account(s). 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). The Credit Union has the right to change this agreement at any time by notice mailed to you at the address shown on the Credit Union's account records, by posting notice in branches, or as otherwise permitted by law.

AGREEMENT FOR RECEIVING ELECTRONIC DISCLOSURES: You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions electronically. In addition, you consent and agree that we may provide governmental and/or 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/or documentation is 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 have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, 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, or you may write us at: Alabama Teachers Credit Union, P.O. Box 1400, Gadsden, Alabama 35902.

Upon receipt of your consent, we will provide all electronic records 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 credentials. You understand that you have no expectation of privacy if electronic records are transmitted to an email address owned by your employer or any other persons that are not owners, borrowers, authorized users, etc. 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.

ACCOUNT OWNERSHIP/ACCURATE INFORMATION: You represent that you are the legal owner of the account(s) and 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 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 Mobile Banking.

TRANSACTIONS: You may access your account on the web via Online Banking service, or via your mobile device using our Mobile Banking service. You connect to Online Banking from our website (www.atcu.com), and you connect to our Mobile Banking service by downloading the app appropriate for your device. You may conduct the following types of transactions 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 (Credit Union loans only)

- **IMPORTANT BANKRUPTCY INFORMATION:** Online/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.
- Make deposits to eligible accounts through Remote or Mobile Check Deposit (if eligible)
- Access e-Statements (if enrolled)
- Access Bill Pay service (if Bill Pay subscriber)
- 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
- Update Personal Profile Information
- Enable/Disable VISA® ATM/Debit Card
 - **RECURRING AND PREVIOUSLY AUTHORIZED TRANSACTIONS:** Turning your card OFF will prevent both future debit card (Point-of-Sale & ATM) transactions as well as previously authorized transactions from being paid. Turning your card OFF will not affect your checks, mobile or online transfers, bill payments, or any other type of transactions in your account(s). If your card remains OFF for over 90 days, it will not be eligible for turning back ON through the application.
- Transfer funds to other ATCU accountholders (Member to Member)
- Send money to others that bank elsewhere (Pay a Friend)
- View ATCU locations
- View Credit Card transactions
- Order/reorder checks

We reserve the right to limit the types and number of accounts eligible and 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 supportable for all devices. ATCU cannot guarantee and is not responsible for the availability of 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, when applicable, 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 and we will not be liable to you for any losses caused by your failure to properly use the service or your device.

PERMITTED TRANSFERS: You may use the service to transfer funds between your eligible ATCU accounts. You may not transfer to or from an account at another financial institution using Online or Mobile Banking. You must have sufficient funds available 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. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

LIMITATIONS: Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Online or Mobile Banking is counted as one of the six (6) limited transactions permitted each monthly statement cycle period, as described in the agreement and disclosures governing your account(s). You may be subject to fees or account conversion if you exceed the transactions limits of your account using Online Banking, Mobile Banking, or any other methods outlined in your account agreement and disclosures. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

FEES: Currently there are no service fees to use Online or Mobile Banking. All standard fees set forth in our Fee Schedule apply. We reserve the right to charge for these services in the future. Adequate notice as required by applicable laws and regulations will be provided in the event of such change.

ELIGIBILITY/SERVICE TERMINATION: Please note, all accounts are not eligible for Online and Mobile Banking. Eligibility is based on the Credit Union's sole discretion. The Credit Union reserves the right at any time to terminate your right to use Online and Mobile Banking 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: To use the Online Banking service, you must have access to the Internet through an Internet Service Provider (ISP). Any supported version of Chrome, Firefox, Internet Explorer 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. To use the Mobile Banking service, you must use any supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you 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 by and between the Credit Union and Malauzai. Any interruption of service or access caused by Malauzai 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/or Mobile Banking you remain subject to the terms and conditions of your existing agreements with the Credit Union, except as expressly otherwise stated herein, and 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/or 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/or Mobile Banking. Online and Mobile Banking may present opportunities to follow links that direct you to websites for which ATCU does not control content. Links such as these are provided as a courtesy. ATCU does not endorse or control the content of third-party websites.

NO COMMERCIAL USE OR RE-SALE: You agree that the service is only for the personal or business use of individuals authorized to access your account(s). You agree not to make any commercial use of Online or Mobile Banking or resell, lease, rent or distribute access to Online or Mobile Banking.

SYSTEM UNAVAILABILITY: Access to Online and/or 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 consequential damages that may result.

INAPPROPRIATE TRANSACTIONS: You warrant and agree that you will not use Online Banking, Mobile Banking, 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.

SECURITY OF LOGIN CREDENTIALS: The username and password 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 credentials. 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 credentials, 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 and the Credit Union suffers a loss, 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 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.

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."

RIGHT TO DOCUMENTATION: Transfers and withdrawals transacted through Online and Mobile Banking will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no electronic transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.

LIABILITY FOR FAILURE TO MAKE A TRANSACTION: In no case 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. There are some exceptions to this, which include but are not limited to the following:

- You do not have enough money in your account to make the transaction through no fault of ours.
- The transaction exceeds the credit limit on your Overdraft Protection Loan or Overdraft Privilege limit, if applicable.
- The system is not working properly and you knew about the breakdown when you started the transaction.
- 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 for operation of the system.
- The funds in your account are subject to legal process or other 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.

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;
- 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.

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. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide us with your name and account number; a description of the transfer you are unsure about including the transaction type, date and a clear explanation of why you believe it is an error; and the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and will correct the error within one (1) business day after determining that an error occurred. If we need more time, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you within two (2) business days, after providing the provisional credit, with the amount you think is in error and the date, so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an

error occurred. We will tell you the results within three (3) business days after completing our investigation. If we decided that there was no error, we will send you a written explanation.

INACTIVITY: Your Online and Mobile Banking accounts will be considered inactive if you haven't logged in in ninety (90) days. The next time that you attempt to access Online or Mobile Banking, you may be required to authenticate your account information.

ACCEPTANCE: By accepting the terms disclosed in this 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. You further agree to follow all instructions provided in Online and Mobile Banking, and agree to abide by any terms or conditions which may be added because of future enhancements.