



PAYMENT SERVICES DISCLOSURE

This Payment Services Disclosure is part of the Electronic Funds Transfer and Payment Services Agreement and Disclosure. The Electronic Funds Transfer and Payment Services Agreement and Disclosure is part of the Account Agreements and Disclosures you received through the process of opening your account, and consists of each of the following disclosures:

- Electronic Funds Transfer Agreement and Disclosure
- Payment Services Disclosure
 - o Pay A Person (P2P) Disclosure
 - o Transfer Money (A2A) Disclosure
 - o Pay Bills (Bill Pay) Disclosure

Pay A Person (P2P) Disclosure

USER AGREEMENT FOR PAY A PERSON (P2P SERVICES)

BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR TRANSFERRING FUNDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU (END-USER) AND MICHIGAN STATE UNIVERSITY FEDERAL CREDIT UNION (FINANCIAL INSTITUTION). THESE TERMS OF SERVICE AFFECT YOUR RIGHTS AND YOU SHOULD READ THEM CAREFULLY.

These terms and conditions (the "Agreement") constitute a contract between you, the depositor (hereafter "You") and your Financial Institution or its designated third-party processor or service provider ("We", "Us"), in connection with Pay a Person, also known as P2P Payment, (the "Service") offered through Financial Institution's online and mobile banking websites (the "Site"). This Agreement applies to your use of the Service and any portion of the Site through which the Service is offered. The Service enables you to initiate a P2P Payment Instruction from one of your Eligible Transaction Accounts at Financial Institution to a Recipient's account at any U.S. financial institution. Although the ACH Network is often used to execute P2P Payment Instructions for the Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. (P2P payments executed through the ACH network shall be evidenced by a request initiated electronically as described herein and will be initiated on your behalf pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the New England ACH Association (the "Rules").

THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS YOU DO NOT KNOW, ARE NOT FAMILIAR WITH, OR YOU DO NOT TRUST.

1. Eligibility

The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

2. Initiating P2P Payment Instructions

All P2P Payment Instructions must be initiated through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Before You will be permitted to initiate a P2P Payment Instruction, You will be required to agree to this Agreement, and follow the procedures set forth on the Site.

3. Available Balance

You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Service. Your Financial Institution will not complete a bill payment transaction if there is not a sufficient available balance in the funding account. For more information on what is meant by Available Balance, see the Overdrafts section of the Membership and Account Agreement.

4. Transaction Limits

There is no limit to the number of bill payments in and out of your account that you can make per day. Transfers are limited to \$25,000 per day for commercial/business end-user entities and \$10,000 for non-commercial/business end-user entities (consumers). However, the per transaction volume limit and per transaction dollar amount limit are subject to change depending on your account status with us or other circumstances per our discretion.

5. Security Procedure

1. You shall comply with the security procedure requirements with respect to P2P Payment Instructions initiated by You, as well as those required in connection with the online services generally. You agree to take full and final responsibility for any and all errors relating to or concerning the P2P Payment Instruction.
2. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of P2P Payment Instructions. You warrant that no individual will be allowed to initiate P2P Payments on Your behalf and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Site, the Online Services, or otherwise provided by Us. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Financial Institution immediately. The occurrence of unauthorized access will not affect any P2P Payments made in good faith by Financial Institution prior to receipt of such notification plus a reasonable time period thereafter for Financial Institution to act on such notice.

6. Compliance with Security Procedure

1. If a request for a P2P Payment (or a request for cancellation or amendment of a P2P Payment) received by Financial Institution purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Financial Institution, and Financial Institution shall

initiate the P2P Payment on your behalf and, except as limited by applicable law, You shall be obligated to pay Financial Institution the amount of such P2P Payment even though the P2P Payment (or request) was not authorized by You, provided Financial Institution accepted the P2P Payment in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such P2P Payment. Financial Institution shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the online session associated with the initiation of a request for a P2P Payment matches the password associated with Your Account on the Site.

2. If a request for a P2P payment (or request for cancellation or amendment of a P2P Payment) received by Financial Institution was transmitted or authorized by You, You shall pay Financial Institution the amount of the P2P Payment, whether or not Financial Institution complied with the security procedure with respect to that P2P Payment and whether or not that P2P Payment was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

7. Payment Authorization and Remittance

1. By providing us with names and mobile phone numbers and/or email addresses of Recipients to whom you wish to direct payments, you authorize us to follow the P2P Payment Instructions that we receive through the Service.
2. When we receive a P2P Payment Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments returned to us because the processing of your P2P Payment Instruction could not be completed.
3. We will use reasonable efforts to complete all of your P2P Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account does not contain enough available funds to complete the P2P Payment Instruction or the P2P Payment Instruction would exceed the credit limit of your overdraft account;
 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the P2P Payment Instruction;
 3. The payment is refused or returned by Recipient or Recipient's Financial Institution;
 4. You have not provided us with the correct information, including, but not limited to: the correct P2P Payment Instructions, Eligible Transaction Account information, or the correct name, mobile phone number or email address of the Recipient to whom you are initiating a P2P Payment Instruction; and/or
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution or interference from an outside force) which prevent the proper execution of the P2P Payment Instruction.

4. It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information that they enter into the Service (including but not limited to the P2P Payment Instructions and name, mobile phone number and/or email address for the Receiver to whom you are attempting to send the P2P Payment Instruction), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient.
5. You agree that your authorization provided on the Site is conclusive evidence that with regard to each P2P Payment, You authorize and are empowered to authorize Us to submit the P2P Payments on your behalf.

8. Your Representations and Agreements; Indemnity

With respect to each and every request for a P2P Payment initiated by You, You represent and warrant to Us and agree that:

1. You are authorized to initiate such request for a P2P Payment and hereby authorize Us to initiate each P2P Payment requested by you in the amount, provided that:
2. Such authorization is operative at all relevant times, including, without limitation:
 1. the time you establish the preauthorization on the Site,
 2. the time you initiate a P2P payment, and
 3. the time of transmittal or debiting by Us as provided herein
3. Your P2P Payments are not prohibited as set forth in the Prohibited Payments section of this disclosure,
4. You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations including the sanctions laws administered by the Office of Foreign Assets Control (OFAC), and
5. You shall comply with and perform all of your obligations described in any other applicable Agreement. You shall indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

9. Prohibited Payments

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

1. Payments to persons or entities located in prohibited territories (including any territory outside of the United States);
2. Payments that violate any law, statute, ordinance or regulation;

3. Payments that violate the Acceptable Use terms in the Relationships to Other Agreements section below;
4. Payments related to: (1) tobacco products; (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
5. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
6. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multilevel marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, layaway systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services;
7. Tax payments and court ordered payments including but not limited to Alimony and Child Support.
8. In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to any charity or nonprofit organization unless we have performed appropriate due diligence on and investigation of such charity or nonprofit organization and have determined its legitimacy, at our sole discretion. In no event shall we or our independent contractors or other third parties to whom we assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us immediately of any violations of this section or the Agreement generally.

10. Our Responsibilities, Liability, Limitations on Liability; Indemnity

In the performance of the services required by this Agreement, We shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR

ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. We shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any P2P Payments initiated by You) or those of any other person, including, without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution, (including, without limitation, the return of a P2P Payment by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Our agent. You agree to indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that We are responsible for any act or omission of You or any other person described in this section.

1. IN THE EVENT OF OUR LIABILITY, WE SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY US AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
2. Without limiting the generality of the foregoing provisions, We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond Our reasonable control.

In addition, We shall be excused from failing to transmit or delay in transmitting a P2P Payment if such transmittal would result in Our having exceeded any limitation upon Our intraday net funds position established pursuant to present or future Federal Reserve guidelines or in Our reasonable judgment otherwise violating any provision of any present or future risk control program of Ours, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

3. Subject to the foregoing limitations, Our liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Our option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that We are responsible for any act or omission of You or any other person described in this section.

11. Inconsistency of Name and Account Number

You acknowledge and agree that, if a P2P Payment describes the Receiver inconsistently by name and/or account number, P2P Payment may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that Your obligation to pay the amount of the P2P Payment to Us is not excused in such circumstances.

12. Amendments

From time to time, We may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cutoff time, any business day. Such amendments shall become effective at the time they are posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of

this Agreement on the Site will constitute your agreement to such changes and revised versions. Additionally, we may, from time to time, revise or enhance the Service and/or related applications, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications, and limit access to only the Service's more recent revisions or enhancements.

13. Notices, Instructions, Etc.

1. Except as otherwise expressly provided herein, We shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person, with respect to any matter.
2. We shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Site) believed by it in good faith to be genuine and to have been authorized by You. Any such communication shall be conclusively deemed to have been signed by You.

14. Cooperation in Loss Recovery Efforts

In the event of any damages for which We or You may be liable to each other or a third party pursuant to the services provided under this Agreement, We and You will 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 the relevant party may be obligated to defend or elect to pursue against a third party.

15. Relationship to Other Agreements

You agree that when you use the Service, you will remain subject to the terms and conditions of all existing agreements with our affiliates and us, including but not limited to the Membership and Account Agreement, Arbitration Agreement and Electronic Funds Transfer Agreement and Disclosure which can be found on our website.

In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which We are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and We shall incur no liability to You as a result of such violation or amendment. No course of dealing between Us and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between Us and You regardless of whatever practices and procedures We and You may use.

16. Text and Email Alerts

You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

a. General Provisions for All Text Alerts

By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, contact your Financial Institution.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents and agree to its terms.

Transfer Money (A2A) Disclosure

USER AGREEMENT FOR TRANSFER MONEY (A2A SERVICES)

BY SUBMITTING YOUR APPLICATION FOR AN ACCOUNT WITH US, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR TRANSFERRING FUNDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU (END-USER) AND US (FINANCIAL INSTITUTION). THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY.

These terms and conditions (the "Agreement") between you, the depositor (hereafter "You" or "Your") and your Financial Institution or its designated third-party processor ("Financial Institution"), authorize Financial Institution to initiate credit and debit entries (each an "Entry") by means of the Automated Clearing House (ACH) Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association on your behalf. Each Entry shall be pre-authorized and evidenced by a request initiated electronically as described herein, and will be received by a financial institution with which You have a deposit relationship (an "External Account").

1. Transmittal of Requests for Entries By You

You shall transmit requests for transfers, either credit or debit Entries, to Financial Institution via the forms and formats accessible on the Financial Institution's online banking web site (the "Website"). Before You will be permitted to submit any request for an Entry, You will be required to agree to this Agreement, and follow the procedures set forth on the Website to verify that you are authorized to transact business on the relevant External Account.

2. Available Balance

You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Service. Your Financial Institution will not complete a bill payment transaction if there is not a sufficient available balance in the funding account. For more information on what is meant by Available Balance, see the Overdrafts section of the Membership and Account Agreement.

3. Transaction Limits

There is no limit to the number of bill payments in and out of your account that you can make per day. Transfers are limited to \$10,000 per day. However, the per transaction volume limit and per transaction dollar amount limit are subject to change depending on your account status with us or other circumstances per our discretion.

4. Security Procedure

- a. You and Financial Institution shall comply with the security procedure requirements with respect to Entries transmitted by You to Financial Institution, as well as those required in connection with the Online Services generally. You acknowledge that the purposes of such security procedures are for authentication and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Financial Institution and You. Your verification that the Entry you submit on the Website is your agreement to take full and final responsibility for any and all errors relating to or concerning the Entry.
- b. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of requests for Entries. You warrant

that no individual will be allowed to initiate transfers on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Website, the Online Services, or otherwise provided by the Financial Institution. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Financial Institution immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification plus a reasonable time period thereafter for Financial Institution to act on such notice.

5. Compliance with Security Procedure

- a. If a request for an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Financial Institution, and Financial Institution shall initiate the Entry on your behalf and, except as limited by applicable law, You shall be obligated to pay Financial Institution the amount of such Entry even though the Entry (or request) was not authorized by You, provided Financial Institution accepted the Entry in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such Entry. Financial Institution shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the online session associated with the initiation of a request for an Entry matches the password associated with Your Account on the Website.
- b. If a request for an Entry (or request for cancellation or amendment of an Entry) received by Financial Institution was transmitted or authorized by You, You shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

6. Processing, Transmittal and Settlement by Financial Institution

Except as provided in the Rejection of Entries section of this disclosure, Financial Institution shall (i) process requests for Entries received from You that comply with this Agreement and the Rules, (ii) create Entries on your behalf, and serve as their Originator, as such is defined in the Rules, (iii) transmit such Entries as an Originating Depository Financial Institution to the applicable Automated Clearing House ("the ACH") acting as an Automated Clearing House Operator, and (iv) settle for such Entries as provided in the Rules.

7. Rejection of Entries

Financial Institution may reject any request for an Entry which does not comply with the requirements of the Transmittal of Requests for Entries by You, or Security Procedures sections of this disclosure. Financial Institution may reject a request for an Entry for any reason, including, without limitation, any request for an Entry that fails to comply with its account balance obligations under the The Account section of this disclosure, or the security requirements and procedures on the Website or this Agreement. Financial Institution shall notify You by phone, and/or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH or, its Effective Entry Date. Financial Institution shall have no liability to You by reason of the rejection of any such request for an Entry, any actual Entry, or the fact that such notice is not given at an earlier time than that provided for herein. Financial Institution may

impose restrictions or terminate your ability to participate in the Service in the event of excessive returns or any other practice it deems to constitute a risk.

8. Cancellation or Amendment by You

You shall have no right to cancel or amend any request for an Entry after its receipt by Financial Institution. The Website will prompt you to verify the accuracy of each request prior to its transmission to Financial Institution. However, if such request is pending but not transmitted to the ACH, Financial Institution shall use reasonable efforts to act on a request by You for cancellation or amendment of an Entry prior to transmitting it to the ACH but shall have no liability if such cancellation is not affected. You shall reimburse Financial Institution for any and all expenses, losses, or damages Financial Institution may incur in effecting or attempting to affect any request for an Entry, or the cancellation or amendment of an Entry.

9. Notice of Returned Entries

Financial Institution shall notify You by email to your email account associated with your access to the Website, by phone, and/or in writing of the receipt of a returned Entry from the ACH no later than within a reasonable time after Financial Institution receives such notice. Except for an Entry retransmitted by You in accordance with the requirements of the Transmittal of Requests for Entries by You section of this disclosure, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH if Financial Institution complied with the terms of this Agreement with respect to the original Entry. You shall reimburse Financial Institution for any and all expenses, losses, or damages relating to or in connection with any returned Entry.

10. Payment by You for Entries

You shall ensure the amount of each Entry transmitted to the ACH, for debit transactions with an External financial institution, by Financial Institution pursuant to this Agreement, is available in the applicable account at such time on the Settlement Date with respect to such Entry. Available balance is described within the Overdrafts section of the Membership and Account Agreement.

11. The Account

You shall at all times maintain a balance of available funds in the Account sufficient to cover Your payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Your obligations under this Agreement, You agree that Financial Institution may, without prior notice or demand, debit any account maintained by You with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to You, in order to obtain payment of Your obligations under this Agreement.

12. Account Reconciliation

Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be reflected on Your periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and You. You agree to notify Financial Institution promptly of any discrepancy between Your records and the information shown on any periodic statement. If You fail to notify Financial Institution of any discrepancy within thirty 30 days of mailing (or in the case of electronic delivery, making available by Financial Institution) of a periodic statement containing such information, You agree that Financial Institution shall not be liable for any other losses resulting from Your failure to give such notice or any loss or interest or any interest equivalent with respect to an Entry shown on such periodic statement, and You shall be precluded from asserting such discrepancy against Financial Institution, except as limited by applicable law. Notwithstanding the foregoing, in the event of

a conflict or inconsistency between this Agreement, or your deposit Agreement with Financial Institution, Your Deposit Agreement shall control.

13. Your Representations and Agreements; Indemnity

With respect to each and every request for an Entry initiated by You, You represent and warrant to Financial Institution and agree that (a) You are authorized to initiate such request for an Entry and hereby authorize Financial Institution to initiate each Entry requested by you to credit or debit the External Account on the Transfer Date shown on such request for an Entry, in the amount provided (b) such authorization is operative at all relevant times, including, without limitation, (i) at the time you establish the preauthorization on the Website, (ii) at the time you request an Entry, and (iii) at the time of transmittal or debiting by Financial Institution as provided herein, (c) requests for Entries transmitted to Financial Institution by You are limited to those types of Credit Entries set forth in the Transmittal of Requests for Entries by You section of this disclosure, (d) You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control (OFAC), (e) You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution of final settlement for such Entry, and (f) You shall comply with and perform all of your obligations described in any other applicable Agreement. You specifically acknowledge that You have received notice of the rule regarding provisional payment found in the ACH and Wire Transfers part of the Account Access section of the Membership and Account Agreement and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and You shall not be deemed to have paid the Receiver the amount of the Entry. You shall indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

14. Financial Institution Responsibilities, Liability, Limitations on Liability; Indemnity

In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. FINANCIAL INSTITUTION SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. Financial Institution shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any request for Entry received from You) or those of any other person, including, without limitation, any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including, without limitation the return of an Entry by the applicable Receiver or Receiving Depository Financial Institution). No such person shall be deemed Financial Institution's agent. You agree to indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person the Financial Institution is responsible for, any act or omission of You or any other person described in part (a) of this section.

- a. IN THE EVENT OF FINANCIAL INSTITUTION'S LIABILITY, FINANCIAL INSTITUTION SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES. IN NO EVENT SHALL FINANCIAL INSTITUTION BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR

CONTEMPLATED BY THE FINANCIAL INSTITUTION AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM FINANCIAL INSTITUTION'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

- b. Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's reasonable control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intraday net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise violating any provision of any present or future risk control program of Financial Institution, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- c. Subject to the foregoing limitations, Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Financial Institution is responsible for any act or omission of You or any other person described in part (a) of this section.

15. Inconsistency of Name and Account Number

You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by You, even if it identifies a person different from the named Receiver, and that Your obligation to pay the amount to the Entry to Financial Institution is not excused in such circumstances.

16. Notifications of Change

Financial Institution shall notify You of all notifications of change received by Financial Institution relating to requests for Entries transmitted by You by phone, and/or in writing within a reasonable time after the receipt thereof.

17. Amendments

From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cutoff time, any business day. Such amendments shall become effective upon receipt of notice by You or such later date as may be stated in Financial Institution's notice to You.

18. Notices, Instructions, Etc.

- a. Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.

- b. Financial Institution shall be entitled to rely on written notice or other written communication (including, without limitation, electronic information entered on the Website) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.

19. Evidence of Authorization

You agree that your authorization provided on the Website is conclusive evidence that with regard to each request for an Entry, You authorize and are empowered to authorize Financial Institution to submit Entries on your behalf, and that you are and continue to be authorized to transact business on each External Account, for which You have established a preauthorization. In addition, You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.

20. Cooperation in Loss Recovery Efforts

In the event of any damages for which Financial Institution or You may be liable to each other or a third party pursuant to the services provided under this Agreement, Financial Institution and You will 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 the relevant party may be obligated to defend or elect to pursue against a third party.

21. Termination

You may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately upon providing written notice of such termination to You. Any termination of this Agreement shall not affect any of Financial Institution's rights and Your obligations with respect to Entries initiated by You prior to such termination, or Your payment obligations with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement.

22. Relationship to Other Agreements

You agree that when you initiate Credit or Debit Entries involving an External Account, you will remain subject to the terms and conditions of all existing agreements with our affiliates and us including, but not limited to, the Membership and Account Agreement, Arbitration Agreement and Electronic Funds Transfer Agreement and Disclosure, which can be found on our Website. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to You as a result of such violation or amendment. No course of dealing between Financial Institution and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Financial Institution and You regardless of whatever practices and procedures Financial Institution and You may use.

23. Text and Email Alerts

You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account

transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

- a. General Provisions for All Text Alerts: By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, contact your Financial Institution.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents and agree to its terms.

Pay Bills (Bill Pay) Disclosure

USER AGREEMENT FOR PAY BILLS (BILL PAY SERVICES)

BY SUBMITTING YOUR APPLICATION FOR AN ACCOUNT WITH US, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR PAY BILLS (BILL PAY SERVICES). THIS IS A LEGAL AGREEMENT BETWEEN YOU (END USER) AND US (FINANCIAL INSTITUTION). THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY.

1. Eligibility

If you have an active account permitted for the Pay Bills, Bill payment Service at your Financial Institution you may use the online or mobile bill payment service (the "Bill Payment Service").

2. Payment Dates

With the Pay Bills, Bill Payment Service, you can schedule a bill payment for a single one-time, future day or as a recurring payment. Any recurring payments scheduled to be delivered on Saturday, Sunday, or any holiday observed by your Financial Institution will be processed the prior business day.

3. Use of Bill Payment Service

You must provide sufficient information about each bill payee to direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. While most payees can be paid through the Bill Payment Service, we reserve the right to refuse to pay certain payees. In this event, we will notify you that Bill Payment Service cannot be used for the payee. We do not recommend that you use bill payments to pay taxes, to make federal or court-ordered payments, to pay municipal or state utilities, or to settle any securities transaction and any such payments that you choose to schedule are at your own risk. Your Financial Institution will not be liable for any late fees, claims, or damages resulting from your use of the Bill Payment Service to make any of these types of payments. You can only make bill payments to payees with United States addresses.

4. Bill Payment Transfer Methods

Your Bill Payment Service payment will be made either by transferring funds electronically (Automated Clearing House or "ACH" transaction) or by sending a paper check to the payee. ACH transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments made by paper check will be debited to your account as any other personal check. If you authorize a recurring payment to any payee, those payments will continue until the specified end date unless you cancel the recurring payment or there is not a sufficient available balance to allow the payment. You assume the risk of loss due to an overpayment to the payee on any payment you initiate using the Bill Payment Service.

5. Funding Account

When you instruct us to make a payment through the Bill Payment Service, you must designate an active account from which that payment is to be made. The funding account must be an account that is accessible through the Services. If you do not have an active account, you may not use Bill Payment Service.

6. Scheduling Payments

The earliest possible Send Date and Deliver Date will be displayed in the Pay Bills screen for each payee. In general, you will need to allow at least three (3) business days to ensure on-time payment for an ACH transaction and seven (7) business days if the payment is to be made by issuing and

mailing a paper check to the payee. Your Financial Institution is not responsible for delays in the U.S. mail or for processing delays by the payee. Your Financial Institution is not liable for any late charges imposed by the payee except as otherwise provided under this Agreement.

7. Canceling Payments

Your Financial Institution withdraws funds from the funding account on the Send Date. You may use the Bill Payment Service to cancel or edit any scheduled bill payment until we begin processing it.

8. Transaction Limits

There is no limit to the number of bill payments in and out of your account that you can make per day. Transfers are limited to \$25,000 per day. However, the per transaction volume limit and per transaction dollar amount limit are subject to change depending on your account status with us or other circumstances per our discretion.

9. Available Balance

You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Service. Your Financial Institution will not complete a bill payment transaction if there is not a sufficient available balance in the funding account. For more information on what is meant by Available Balance, see the Overdrafts section of the Membership and Account Agreement.

10. Expedited Bill Payment

For a separate fee, Expedited Bill Payment allows you to make a next day bill payment to certain payees by overnight check ("Expedited Bill Payment by Overnight Check"). Stop payments cannot be placed on Expedited Bill Payments. Expedited Bill Payments must be requested by a certain cutoff time each day. Expedited Bill Payment will not be listed as an option for a payee if you are requesting a payment after that payee's cutoff time for the day. Overnight Checks can only be sent to valid street addresses in the continental United States; no check can be sent to a post office box or outside of the continental United States. Checks will be sent by a commercial overnight delivery service; the time of delivery will be dependent upon the delivery service.

11. Text and Email Alerts

You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

a. General Provisions for All Text Alerts

By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, contact your Financial Institution.

12. Relationship to Other Agreements

You agree that when you use the Bill Payment Service, you will remain subject to the terms and conditions of all existing agreements with our affiliates and us, including but not limited to the Membership and Account Agreement, Arbitration Agreement, and Electronic Funds Transfer Agreement and Disclosure which can be found on our website.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents, and agree to its terms.