

## **INTERNET BANKING AGREEMENT AND FEDERAL DISCLOSURE**

### **First Federal Savings & Loan Association of Central Illinois S.B.** **Internet Banking Agreement and Federal Disclosure**

This Agreement governs the use of "Internet Banking Services, referred to as the "Service," provided by First Federal Savings & Loan Association of Central Illinois S.B. By using the Service to conduct transactions, you agree to the terms of this Agreement.

#### **Definitions**

As used in this Agreement, "account" and "accounts" mean the Institution account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with the Institution. "You," "your," and "yours" mean the person(s) using the Service. "We," "our," us," "Association", "Institution", "Financial Institution (FI)" refer to First Federal Savings & Loan Association of Central Illinois S. B. that holds your accounts. Internet Banking Services covers PC and Mobile device access.

#### **Required Equipment**

In order to use our Internet Banking Service, you need a computer or mobile device (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with an updated web browser (Google Chrome, Firefox, Microsoft Edge and Safari are the only approved browsers), a Username, and Password. The PASSWORD is the confidential personal identification key you use to access your account(s) through Internet Banking. You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. Supported browser version can be obtained on our website <https://www.1stfedci.com/index.php/2018/04/20/disclosures/>. The Institution is not responsible for any errors or failures from any malfunction of your Computer or Mobile Device, the browser or the software. The Institution is also not responsible for any Computer virus or related problems that may be associated with the use of an online system. The Google Play™ store and the Apple App Store® are the only recognized providers of the Association Mobile Application. If an application upgrade is required, notification will be made to all users, but it is the users' responsibility to ensure the existing application has been updated if possible or the old application has been deleted and the new application is installed. iOS and Android are the only approved mobile application operating systems supported.

#### **The Service**

To use our Internet Banking Service, you must have at least one personal account with us. In addition, you must acquire a Username and Password specific to our Internet Banking Service. We also require the additional authentication via secure code sent by text to your phone (you agree to any fees you may incur with your carrier) or to the email address you registered when signing up for the service. Through our Internet Banking Service, you will have access to any of your deposit accounts or loan accounts you have with our Institution. The Institution reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

#### **Online Account Access Functions and Limitations of Transfers (Description of Services)**

You may use Internet Banking to (a) transfer funds between your accounts; (b) obtain account balances; (c) obtain history and transaction information on your accounts; (d) obtain loan account balance information; (e) make external transfers; (f) and make mobile deposits. These features are limited to the extent, and subject to the terms, noted below.

- i. Your ability to transfer funds between certain accounts is limited by federal law and the Deposit Agreement. You should refer to the Deposit Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Internet Banking Service are

- counted against the permissible number of transfers described in the Deposit Agreement.
- ii. Transactional information for your accounts will be available from Internet Banking for a minimum of 12 months from the date of inquiry. Statement history will be available via Internet Banking for a maximum of 24 months.
  - iii. *External transfers in the form of bill payment, person to person transfers and or account to account transfers are covered by this agreement. These types of transfer are initiated by you and you are responsible for ensuring you have the correct information when initiating such transactions. If a mistake is made by you upon initiating one of these transfer methods, we will assist you to the best of our ability in correcting the transactions, but we are not responsible for any losses you may incur. Account to Account transfers may not be allowed for new customers for a period of 60 days upon establishing a new relationship. Please refer to the addendum 1, that specifically covers Bill Pay, Person to Person and Account to Account transfers.*
  - iv. *Our Mobile deposit service allows for the convenient deposit of checks, but falls outside Reg CC requirements, so immediate availability to funds may not be possible and therefore needs to be considered if the service is being used. A separate agreement is required for use of the service and your rights and or privileges are not discussed here.*

### **Username, Password and Security**

Your Internet Banking or Mobile Service requires a Username and Password necessary to access Internet Banking functions. You agree not to give or make available your Password to any unauthorized individual. If you believe your Password has been lost or stolen, someone has attempted to use the Internet Banking Service without your consent, your deposit account(s) or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify the Institution immediately (see [Institution Contact Information below](#)). The Institution does not maintain a record of your Password. If you lose or forget your PASSWORD, contact the Institution immediately so that you may reset a new confidential Password. **Under no circumstances should an Institution employee ever request your Password through Internet Banking, over the Internet or through other contact. Do Not respond to any such request, even if the person claims to represent the Institution. Please report any such request to the Institution Management Immediately!!**

### **Institutions Contact Information:**

**Charleston Address:** First Federal S & L Assn of Central Illinois S. B.  
800 W. Lincoln Ave  
Charleston, IL 61920  
Phone: 217-348-8105

**Shelbyville Address:** First Federal S & L Assn of Central Illinois S. B.  
200 W. Main Street  
Shelbyville, IL 62565  
Phone: 217-774-3322

**Windsor Address:** First Federal S & L of Central Illinois S. B.  
1116 Maine Street  
Windsor IL 61957  
Phone: 217-459-5626

### **Your Liability for Unauthorized Transfer**

Please tell us AT ONCE if you believe your account information and/or Password have been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you believe your account information and/or Password has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your account information and/or PASSWORD without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or

PASSWORD, and we can prove we could have stopped someone from using your account/and or PASSWORD without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

The Association is not responsible for financial losses due to account takeovers where your credentials were obtained by cyber criminals, family members, or other persons without your consent.

### **Errors and Questions**

Telephone us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

1. Your name and account number,
2. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information,
3. The dollar amount of the suspected error, and
4. The date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will generally tell you the results of our investigation within 10 business days of the receipt of your complaint or question (20 business days if the transaction involved an account opened within the past 30 days). If we need more time, however, we may take up to 45 days. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### **Data Recording and No Signature Required**

When you access Internet Banking to conduct transactions, the information you enter will be recorded and you consent to such recording in order to conduct transactions. You agree that the Financial Institution may debit your account to complete the transactions, or honor debits you have not signed.

### **Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your account or transfers you made:

1. When it is necessary to complete the transfers;
2. In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with a government agency or court orders; or
4. If you give us written permission.

### **Charges**

You will be charged **\$8.00 per month** for Internet Banking access, unless you opt-in to receive electronic-only statements on all available accounts. NOTE: Your Deposit accounts and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Deposit Agreement and Loan Agreement.

### **Alterations and Amendments**

The terms of this Agreement, applicable fees, and service charges may be altered or amended by the Institution from time to time. In such event, the Institution shall send notice to you either at your address as it appears on our records or **by online notice through Internet Banking or by email associated with your online account**. Any continuation of Internet Banking after the Institution sends you a notice of change will constitute your agreement to such change(s). Further, the Institution may, from time to time, revise or update the Institution program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, the Institution reserves the right to terminate

this Agreement as to all such prior versions of the programs, services, and/or related material(s) and limit access to more recent versions and updates.

### **Address Changes**

You agree to promptly notify the Institution, in writing, of any address change.

### **Termination or Discontinuation**

The termination of Internet/Mobile Banking by you is done immediately by closing your accounts, or by not accessing or using the Service. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement. **If no activity is noted after 90 days, your account may be deactivated unless you contact us. We will attempt to contact you prior to disabling your account.**

### **Payee Limitation**

The Institution reserves the right to impose a frequency or dollar limit on or refuse to make any payment you have directed. The Institution is obligated to notify you promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement. Please refer to/and or request our standard limits document if you have any questions. **Custom limits may be requested if the situation permits and we can make such changes.**

### **Disputes**

In the event of a dispute regarding Internet Banking, you and the Institution agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Institution, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Institution relating to the subject matter of this Agreement. If there is a conflict between what one of the Institution's employees says and the terms of this Agreement, the terms of this Agreement have final control.

### **Assignment**

You may not assign this Agreement to any other party. However, the Institution may assign this Agreement to any present or future company that is either directly or indirectly affiliated. The Institution may also assign or delegate certain rights and or responsibilities under this Agreement to independent contractors or other third parties.

### **No Waiver**

The Institution shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Institution. No delay or omission on the part of the Institution in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **Governing Law**

This Agreement shall be governed by the laws of the jurisdiction in which the Financial Institution is located and by applicable Federal laws and regulations.

### **Federal Disclosure**

You agree to accept this disclosure online rather a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.

**Cookies, Browser Information and Related Issues**

When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on Your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

**Access to Information about You**

You may review and update the personal information maintained about you in the "Manage Account" section of the Site at any time to ensure that it is accurate.

Once you close your Accounts with the Association or you no longer have a debit card, you may no longer send Transfers. However, your Account information will be maintained for a retention period to accommodate any residual issues that may arise.

**Amendments**

The Association may amend these Terms of Use or any other disclosures at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. The Association may also provide you with an email notification of such amendments. The Association may require you to affirmatively acknowledge or accept the revised Terms of Use in order to continue using the Service. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

**Limitations of Warranties**

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS

FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OR CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF THE ASSOCIATION AND ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS.

**Limitation on Liability**

IN NO EVENT SHALL THE ASSOCIATION OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

**Limitation on Damages**

THE ASSOCIATION'S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**Time for Making a Claim**

IN NO EVENT SHALL THE ASSOCIATION OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

**Indemnification**

You agree to indemnify, defend, and hold the Association and its affiliates, officers, directors, employees,

consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of the Service, our reliance on the Transfer instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your Accounts.

### **Severability**

If any provision of these Terms of Use are found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

### **Contacting Us**

If you have any questions about this Service or this Agreement, you may contact us at the phone number or postal address listed above in the **Institution Contact Information** section.

### **Disclosure Access**

Our Privacy Policy, Electronic Fund Transfer (EFT), Internet Banking Policy and other relevant policies or disclosure may be viewed at <https://www.1stfedci.com/index.php/2018/04/20/disclosures/>.

### **Addendum 1**

#### **BILL PAYMENTS (EXTERNAL TRANSFERS)**

You may make payments through Bill Payment Service ("SERVICE") to any business, person or professional ("PAYEE") that has an address which can be verified. Bill Payments ("BILL PAYMENTS") may be made only to Payees with a United States payment address. SERVICE reserves the right to refuse to accept any bill payment transaction. BILL PAYMENTS for alimony, child support, taxes, government fees, or court ordered payments are not always accepted. You can make these payments, but SERVICE do not guarantee that it will be accepted or posted in a timely fashion. You must do so at your own risk.

- a. BILL PAYMENTS will be sent to the PAYEE either electronically or by paper check mailed to the PAYEE via the U.S. Postal Service. The choice of electronic or paper check is solely at the discretion of SERVICE. Checks, electronic payments, and withdrawal orders of any kind can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, telephone banking, on-line transfers or in-branch withdrawals) may affect the amount of funds available to make your payment.
- b. When you schedule a bill payment transaction, you authorize FI to reduce the Account balance accordingly. If the available balance in the Account is not sufficient to make payments you have authorized, FI may either refuse to pay the item or make the payment and thereby overdraw the account. In either event, you are responsible for any insufficient funds and overdraft charges that may be imposed, as stated in the FI's fee and disclosure statements. FI reserves the right to refuse to honor payment requests that may reasonably appear to be fraudulent or erroneous.
- c. When a BILL PAYMENT is scheduled, an estimated delivery date is given, based on the method of delivery being used to make the payment. However, payments should be scheduled at least five (5) business days before the business day on which a bill payment is due to ensure that SERVICE has sufficient time to process and deliver the payment. SERVICE is not responsible for payment delivery delays caused by the U.S. Postal Service or for payment processing delays after the PAYEE has received the payment. Any charges imposed as a result of your failure to transmit bill payment transactions at least five (5) business days before a payment is due are your responsibility. SERVICE's responsibility for any late payment beyond this timeframe is strictly limited to the late charge only, up to a MAXIMUM of \$50. The SERVICE is not responsible for finance charges, interest, indirect, incidental, special or consequential damages related to the late payment.
- d. SERVICE may be used to authorize automatic recurring BILL PAYMENTS of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a

weekly, biweekly, monthly, quarterly or annual basis. The day on which the payment is to be sent is referred to as the "Date/Recurrence." If the payment date/recurrence is scheduled for a non-business day, it will be processed on the **prior** business day.

### **Vault Services (Extension of Bill Pay)**

You may use our document Vault service ("SERVICE") to save documents for an indefinite period of time provided we retain the Vault service and you remain a customer with access to Bill Pay. Although we believe the service to be secured you accept the risks associated with saving all documents that may or may not be considered sensitive. The FI accepts no responsibility for a breach of our 3<sup>rd</sup> party provider or inadvertent exposure (intentional or unintentional) of any of your documents. By using the service, you agree to these terms. If at some point in the future we decide to discontinue the service, you will be given 90 days to retrieve all documents you have uploaded. Notification will be sent by email or posting on the site 90 days prior to discontinuation.

We may impose a limit of 5 documents to be uploaded on a monthly basis. If you are contacted and have exceeded this limit you may be charged 1.00 for each document over the limit. File types allowed: PDF, JPEG, PNG. Max file size is 10 MB.

### **Other Electronic Payments (ACH, Transfers, Person-to-Person and Account to Account)**

You may make other electronic payments/transfers through the SERVICE to any business, person, professional or accounts you may own. Electronic Payments ("e-PAYMENTS") may be made only to Payees within the United States, if the necessary information needed for the delivery method is entered. The SERVICE reserves the right to refuse to accept any e-PAYMENT transaction.

- a. e-PAYMENTS will be sent to the PAYEE either electronically via Automated Clearing House or by some other electronic delivery method. The choice of delivery method is solely at the discretion of the SERVICE. Checks, electronic payments, withdrawal tickets or instruments can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, on-line transfers or in-branch withdrawals) may affect your Account Balances, and it is your responsibility to maintain the balance of your account(s) when transactions are in transit.
- b. When you schedule an e-PAYMENT transaction, you authorize the FI to reduce the Account balance accordingly. If the available balance in the Account is not enough to make payments you have authorized, FI may either refuse to pay the item or make the payment and thereby overdraw the account. In either event, you are responsible for any insufficient funds and overdraft charges may be impose, as stated in the FI's fee and disclosure statements. The FI reserves the right to refuse to honor payment requests that may reasonably appear to be fraudulent or erroneous.
- c. When an e-PAYMENT is scheduled, an estimated delivery date is given, based on the method of delivery being used to make the payment. All payments should be scheduled to allow 1 additional day beyond the estimated delivery date for the PAYEE to post the payment. You are responsible for any charge that may be imposed as a result of your failure to allow for additional day. SERVICE's responsibility for any late charges is strictly limited to the late charge only, up to a MAXIMUM of \$50. The SERVICE is not responsible for finance charges, interest, indirect, incidental, special or consequential damages related to the late payment.

The SERVICE may be used to authorize automatic recurring e-PAYMENTS of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a weekly, biweekly, monthly, or quarterly. The day on which the payment is to be sent is referred to as the "Date/Recurrence." If the payment date/recurrence is scheduled for a non-business day, it will be processed on the previous business day.

### **Stopping BILL PAYMENTS or e-PAYMENTS**



The following steps may be taken to delete or stop pending BILL PAYMENTS or e-PAYMENTS:

- a. **Deleting Payments.** If you have scheduled a BILL PAYMENT OR e-PAYMENT and would like to cancel the payment, you must do so before the payment is processed. The time varies based on the settlement method being used for the payment. If you cannot access the on-line banking service to request that the payment be deleted, please contact the FI for further assistance, prior to the cut-off time.
- b. **Liability for Failure to Delete a Payment.** You must notify FI at least one (1) business day or more before the scheduled payment date to help intervene if possible. However, the FI is not responsible for any indirect, incidental, special or consequential damages, except to the extent such limitation of liability is not permitted by law.
- c. **Stopping Payments.** Once the on-line payment has been processed, you CANNOT delete or stop BILL PAYMENTS settled electronically, or e-PAYMENTS. You *may* be able to stop a BILL PAYMENT only if it has been paid by paper check. To stop an on-line paper payment, contact the FI's customer service department. The FI *will only be able to stop the on-line check payment if the paper check has not cleared and is able to process the stop payment request before the check clears.* To be effective, this type of stop payment request must precisely identify the name of the Payee, the Payee-assigned account number, payment amount and date you scheduled the payment to be processed. If you call, Financial Institution will also require you to put your request in writing and get it to Financial Institution within fourteen (14) calendar days after you call. Financial Institution will charge your account our regular fee for each stop payment order you give. Financial Institution will not be responsible for failing to act on a stop payment if you do not give Financial Institution the correct Payee information or if Financial Institution do not have a reasonable opportunity to process the stop payment order.

#### **ACCOUNT TO ACCOUNT TRANSFERS (EXTERNAL TRANSFERS)**

You may make one-time or recurring transfer deposits or withdrawals to or from another financial institution by entering the correct financial institution information routing number and your corresponding account number. Two deposit test transactions are initiated and must be verified, and this process can take up to 2 business days to complete. Once the deposits are verified, the Account to Account transfer routine will be enabled for transfer activity (deposit or withdrawal). You may push or pull money from this verified Account to Account relationship. The Association is not responsible for any failure of another financial institution to timely credit or debit its customer's account. You agree to notify the Association within 2 business days if a transfer has not completed so the Association can initiate an investigation with the corresponding Financial Institution. Timely notification is your responsibility to preserve any rights you may have if problems arise with a transfer.

You acknowledge and agree that Transfers will be completed using only the information you have provided detailing your accounts at another financial institution. You must accurately enter the correct information, or the Transfer will not be executed.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the Association or the third-party institution, which holds the account, has finally settled such credit.

It is your responsibility as the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the

Accounts whose numbers you provide. You authorize the Association, directly or through third parties, to make any inquires considered necessary to validate your identity.

You authorize the Association to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA.

### **PERSON TO PERSON TRANSFERS (EXTERNAL TRANSFERS)**

#### **Description of Service and Consent**

Association debit cardholders may send one-time Transfers to Association customers or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a computer or a mobile smart phone. You may register for the Service which will make future Transfers more convenient for you. To use this Service, you are providing information to our Service Provider from your mobile phone, desktop, laptop, or other computer. The Service Provider is a vendor of the Association.

By participating in the Service, you are representing to the Association that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Association or its agent, regarding the Transfers and represent to the Association that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

#### **Transfers**

You may make one-time Transfers by entering your debit card number and email address. The Sender provides the Recipient's email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer and any applicable fee. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institutions for deposit to the Recipient's account. If the Sender and Recipient are both Association customers enrolled in the Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. The Association is not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop-down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect

from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the Association or the third-party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize the Association, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

You authorize the Association to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA.

### **Sender Acknowledgment**

By using this Service, you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting insufficient funded Transfers.

### **Recipient Acknowledgment**

By using this Service, you as the Recipient are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide account information including account number and routing information for your financial institution. In this case the funds will be transferred through the Automated Clearing House.

It is important that you enter accurate information. You agree that the Association, the receiving financial institution and our Service Provider may rely solely on the instructions you provide. If you enter inaccurate cardholder or account number information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

By using this Service, you agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you are not the person to whom the funds are intended, then you agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, the Association reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

### **Financial Institution Error Correction Acknowledgement**

The FI preserves the right to correct transfers made in error. A sender, recipient or other 3<sup>rd</sup> party (FI Customer) affiliated with the FI will allow for such corrections if a transfer has been made in error. The FI requires timely notification of a suspected error within a reasonable amount of time if correction of an error is possible. If an error can be corrected, the FI will promptly correct the error and then attempt notification of the those affected parties as soon as reasonably possible. The FI accepts no liability for transfers made in error unless it can be determined actions by the FI substantially contributed to the error and the error could have be corrected if timely notice had been provided to the FI.

### **Fees and Limitations on Transfers**

You may transfer up to \$500 per day. The Association may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day; if excessive transfer are made, a fee may be charged for each Transfer you send. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the account from which the debit card is authorized to transfer funds. Such transfers may overdraw your account and may result in a transfer from another account to cover the overdraft. In any of these situations, a transfer fee may be charged, as applicable. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. Your financial institution may also charge a transaction fee.

### **Timing of Transfers**

Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

### **Issues Affecting the Posting of Transfers**

You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the Association to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither the Association nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities

regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

### **Security**

The Sender and Recipient of funds may choose to register for this Service to simplify their future use of the Service. They will be asked to create a username and password and you are responsible for keeping them secure. We will not ask you for your password.

If the financial institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

This agreement has been updated as of **08/27/2024**