

## Electronic Services Agreement

### Electronic Fund Transfers Disclosures

NOTICE. Please read these terms and conditions carefully. **If you use online banking or any other electronic service, you thereby indicate your consent to these terms and conditions. By consenting, you acknowledge that you are requesting to obtain specific services and/or perform specific transactions electronically (including, but not limited to, opening accounts). You agree that we may provide you with all disclosures, notices and other communications about online banking or other electronic services, including the Electronic Services Electronic Fund Transfers Disclosures in electronic form and you acknowledge that you are capable of accessing the requested electronic documents in an electronic format. You further acknowledge that you understand your consent is legally binding in a court of law.** We may revise this Agreement from time to time. You may print updated copies of this Agreement for your records at [www.redfcu.org](http://www.redfcu.org). Any updated paper copies of this Agreement can be obtained by contacting our Member Contact Center at (256) 837-6110 (locally) or 1-800-234-1234. You may, at any time, withdraw your consent for eStatements, eNotices, and CU Alerts by clicking the eStatements & Alerts button then clicking the Cancel Services button inside online banking. In order to receive or use the services addressed herein, we recommend your computer hardware and /or software meet the following specifications: must be the latest versions of the Internet Explorer, Google Chrome, Firefox, or Safari web browsers; **and** the operating system must be Windows 7 or higher, Mac OS X 10.9 or higher, Android 5 or higher, or iOS 9 or higher. Certain other browsers and operating systems may also be compatible. There may be additional hardware or software requirements needed to access or use certain services. Please refer to the disclosure section for the service, located in this Agreement, to determine if additional hardware or software requirements are needed.

Online banking, Call-24, Visa debit cards, and accompanying Personal Identification Numbers (PINs) listed in this Agreement are hereinafter referred to as "access devices." To the extent permitted by law, and in consideration of the financial institution issuing you an access device, you agree to the terms of this Agreement. "You" and "your(s)" mean everyone who has signed the Application for Services as account owners or has consented electronically and anyone who is authorized to execute transactions with your access device. "We," "us," "our(s)," and "RFCU®" mean Redstone Federal Credit Union®. The word "account" means any share/loan account you have with the Credit Union as an owner.

1. **Member Liability (excluding business debit cards).** Tell us AT ONCE if you believe your access device has been lost, stolen or used without your permission or if you believe that an electronic funds transfer (EFT) has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your access device without your permission.

If you do NOT tell us within 2 business days after you learn of the loss, theft or unauthorized use of your access device, and we can prove we could have stopped someone from using your access device without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your access device(s) was lost, stolen, or used without your authorization or someone has or may use your access device(s) to transfer money from your account without your permission, call (256) 837-6110 (locally) or (800) 234-1234 or write:

REDSTONE FEDERAL CREDIT UNION  
Attn: Member Support Services  
220 Wynn Drive  
Huntsville, AL 35893

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

2. Business Days. For purpose of this disclosure, our business days are Monday through Friday except designated holidays. Our hours for conducting business will be posted in the lobby. All references to time of day in this Agreement refer to Central Standard Time.
3. Fees. There may be fees associated with the use of an access device(s) or service listed in this Agreement. We may charge you the following fees: Bill Payment Check Copy Fee, Chargeback Fee (as applicable), Credit/Debit Card Receipt Copy Fee, Credit/Debit Card Rush Order Fee, Insufficient Funds Charge, International Transaction/Foreign Exchange/Currency Conversion/ Intl. Conv. Fee (this fee is assessed on any transaction using foreign currency, even transactions initiated in the United States),, Management (Mgt) Hold Fee, Miscellaneous Copies fee, Network ATM Fee (there may be a fee for a balance inquiry and a cash withdrawal that is part of the same ATM session), Overdraft Privilege Fee, Premium OD Usage Fee, Stop Payment Order Fee, and Uncollected Funds Charge. There may be other fees charged in connection with the use your account. Please refer to the Fee Schedule for the amount of these fees.
4. Right to Receive Documentation.
  - a) Pre-authorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company we will not send you any special notice that the credit has been made other than to enter it on your monthly statement. If you pre-authorized regular transfers from your account, we will not send you any special notice that the debit has been made other than to enter it on your monthly statement. If you are concerned that a credit or transfer has not been made, you can call for verification of the transaction. During regular business hours, you may call at (256) 837-6110 (locally) or (800) 234-1234.
  - b) You will receive a printout/receipt at the time you use the ATM describing the transaction in detail. Each time you use your Visa debit card or PIN at an ATM, point of sale (POS) terminal, or merchant location you will be provided with a receipt and/or imprinted sales slip showing the type, amount, date, and location of each transaction. However, you may not receive a receipt if the amount of the transaction is \$25 or less. Review the receipt to make sure that it is correct and keep all receipts to check against your monthly or quarterly statement. You will not receive a receipt of transactions initiated through online banking. You agree that we will not be required to provide any other notice to you of the execution of electronic funds transfers or debits.
  - c) Each transaction will be detailed in your account statement. You agree to promptly examine each statement and to report any discrepancies between your records and the account statement.
5. Pre-authorized Payments (ACH Debits). Right to stop payment and procedure for doing so. If you have made arrangements with us to make a regular payment or withdrawal out of your account, you can stop any of these payments by following these directions; you can call us at (256) 837-6110 (locally) or (800) 234-1234 or write us at:

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You must contact us in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If we require you to confirm your oral request in writing and you fail to do so, your oral request will terminate fourteen (14) days after it is made. A written stop payment order will remain in effect for six (6) months from the date of the order or until payment of the debit entry has been stopped or you withdraw the stop payment order (whichever is earliest). (Refer to the Fee Schedule for the current stop payment fee amount.) If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

6. Financial Institution Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
  - If, through no fault of ours, you do not have enough money in your account to make the transfer.
  - If the transfer would go over the credit limit on your overdraft line of credit.

- If the transfer would create, and require our approval to pay, an overdraft per our discretionary Overdraft Privilege Policy and we choose in our sole discretion to not approve payment of such overdraft.
- If the system/access device was not working properly.
- If circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If you have not properly followed the terms of this Agreement or instructions regarding how to make an electronic fund transfer.
- If any data or instructions transmitted via access device(s) are inaccurate or incomplete.
- If your PIN has been reported lost or stolen or if we have any other reason to believe that an electronic funds transfer may be erroneous or unauthorized.
- If any of your funds are being held or frozen or are subject to legal withholdings.
- If the account has been closed.
- If we do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us.
- If the automated teller machine where you are making the transaction does not have enough cash.
- If the recipient or payee of an EFT does not process a payment correctly, or in a timely manner.

There may be other exceptions stated in our Agreement with you. You shall assist us with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that have been incorrectly processed.

7. Information Disclosure. We will disclose information to third parties about your account or the transfers you make:
- Where it is necessary for completing transactions,
  - In order to verify the existence and condition of your account for a third party (such as a credit bureau or merchant),
  - In order to comply with government agency or court orders,
  - If you give us your written permission.

Please refer to the Privacy Policy located in this agreement for more information regarding our privacy practices.

8. Error Resolution. In case of errors or questions about your electronic transfers, telephone us at (256) 837-6110 (locally) or (800) 234-1234, email us at [info@redfcu.org](mailto:info@redfcu.org) or write us at:

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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 or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

Please provide the following information when you contact us:

- Tell us your name and account number (if any).

- Describe the error or the transfer you are unsure about, and explain as clear as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (or ninety (90) days for foreign initiated transactions and all transfers resulting from point of sale debit card transactions or a transaction occurring within the first 30 days after deposit to a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (or five (5) business days for point-of-sale debit card transactions or 20 business days if your account has been opened for 30 days or less) for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there is no error, we will send you a written explanation. You may ask for copies of the document that we used in our investigation.

We may revoke any provisional credit provided to you if we find an error did not occur.

9. Terminations and Cancellations. We may, at our option, terminate this Agreement under the following conditions:
- Upon adverse re-evaluation of your credit worthiness;
  - Upon your default or failure to satisfy the terms of the Agreement;
  - At your option or, for good cause, at our option. (Our decision will be final and binding should we find that good cause exists for terminating this Agreement.) If we terminate your account, you will be notified. We can cancel or restrict your use of any access device or any related service at any time upon such notice as is reasonable under the circumstances. You may cancel the Visa debit card by written request to the address contained in this Agreement or by calling (256) 837-6110 (locally) or (800) 234-1234 and destroying the card. Termination will not relieve you of any obligation to repay any sums borrowed or fees or charges you incurred.

You may cancel any access device by calling the Credit Union at (256) 837-6110 (locally) or (800) 234-1234 or writing us at the address disclosed in this Agreement.

10. Change of Name, Address, and Employment. Within a reasonable time you agree to notify us of any change in your name, e-mail address, or employment.
11. Joint and Several Liability. If your account is a joint account, any owner of the account may withdraw funds. All charges made to your account by us upon use of an access device(s) by any owner or by person(s) with the consent or assent of any owner shall be fully binding on all account owners.
12. Change in Terms. We may change this Agreement from time to time and we may notify you of such change as required by law.
13. Attorney Fees. You agree to pay reasonable attorney's fees if the unpaid balance exceeds \$300.00 and the matter is referred to an attorney, not a salaried employee of the Credit Union, for collection after default. You are liable to us for transactions made with access device(s) and for any lawful fees assessed against the account. You further understand that we may require you to give us a security interest in any savings, checking, money market and share certificates (except Individual Retirement Accounts and Keogh) of which you are an account owner to protect us in the event your account becomes delinquent or in default.
14. Minor Accounts. Minor account holders, 13 – 15 years of age, may request an access device and/or debit card on their accounts with a parent or guardian's signature. There are no age restrictions for online banking or Call-24. By signing the Application for Services, the parent or guardian is accepting full responsibility for the transactions conducted by the minor and understands that, if the minor is joint on any other accounts, those accounts may be

listed by the minor as joint accounts and electronic funds transfers may be initiated by the minor between the other accounts and minor's account.

15. Security of Access Devices and Personal Identification Numbers. You may be required to use your signature or PIN to operate the access device(s). Any PIN is confidential and should not be disclosed to third parties or recorded where it could be easily accessed. You are responsible for safekeeping your access device(s) and corresponding PIN(s). You are not to disclose or otherwise make your access device(s) or PIN(s) available to anyone not authorized to access your account. Access device(s) may be used only by the person(s) named thereon; provided, however, that you authorize other person(s) to use your access device(s) and PIN(s) in violation of this Agreement, you agree to assume responsibility for such use. We will be entitled to charge your account(s) for all such transactions by you or other authorized person(s). If you authorize anyone to use your access device(s) and PIN(s) that authority shall continue until you specifically revoke such authority by notifying us. If you fail to maintain the security of the access device(s) and PIN(s) and the Credit Union suffers a loss, we may terminate your use of the access device(s) immediately and you may be liable for the amounts up to the limits specified by Regulations E and Z.

If you authorize another person(s) to use your access device(s) and PIN(s), that person(s) can use the access device(s) to initiate any transaction on any of the account(s) to the same extent that you yourself could do so, including viewing information or initiating transactions on the account(s) to which that person does not otherwise have access or authority.

16. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement, alone and together, and shall be responsible for all electronic fund transfers (EFTs) transactions to or from any share or loan account as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, conduct any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.
17. Rejection of Payment Orders; Overdrafts. You acknowledge that the Credit Union may from time to time, in its sole discretion, reject any EFT or return any EFT for the following reasons: (a) if there is an insufficient available balance in the account or the account has been closed or frozen, or (b) if the EFT does not conform to the terms of this Agreement. If an EFT is returned, the Credit Union will notify you and you will have the sole obligation to remake the EFT in accordance with the terms of this Agreement. The Credit Union may from time to time, in its sole discretion and without any obligation to do so, make any EFT even though an overdraft to the account may result. To the extent permitted by applicable law, you agree that the Credit Union will have no liability whatsoever for rejecting or returning any EFT. If an overdraft occurs in an account, you agree to cause a sufficient available balance to pay the amount of the overdraft to be deposited into or credited to the account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.
18. Severability; Governing Law. If any provision of this Agreement or of any writing used in connection with this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. This Agreement will be governed by the substantive laws of the United States and the State of Alabama, without regard to such State's rules regarding conflict of laws and without regard to your state of residence or the location of any transaction or terminal.
19. Effective Date. This Agreement becomes effective when you sign or use the Visa debit card or any other access device.
20. Authorization of the Investigation. You agree to advise us of any changes in your financial condition, which may adversely affect your credit worthiness. You authorize us to obtain information concerning your creditworthiness from consumer reporting agencies, now and in connection with updates, renewals, and any later credit extensions. At your request, we will tell you if such information has been obtained from a consumer reporting agency, we will advise you of that fact and supply you with the name and address of the reporting agency making the report.
21. Electronic Check Conversion. You may use information from your share draft (check) to initiate a one-time electronic funds transfer from your account to pay for purchases or to pay bills. In this process, your check is used as a source of information - for the check number, your account number and the number that identifies us as your financial institution. The information is then used to make a one-time electronic payment from your account. The

check itself is not the method of payment. Please do not use the same check for more than one transaction. If you do and you have a problem with one of the transactions, we may have difficulty investigating the problem because the same check number would appear more than once on your statement.

22. Funds Transfer Notification. If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with the next-day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.
23. Limitation on All Access Devices. You may not use any access device, whether described in this Agreement or added in the future, for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.
- 24. Your access to some services may be delayed if you are a new registration for the service.**

## **CALL-24 (VOICE RESPONSE)**

In addition to the terms stated in the Electronic Services Electronic Fund Transfers Disclosures, the following terms also apply to CALL-24 (Voice Response).

1. Personal Identification Numbers (PINs). You will receive a PIN which must be used each time Call-24 privileges are requested.
2. Member Liability. You may authorize the joint owner(s) of the account to utilize Call-24 by disclosing the PIN to them. You understand that the PIN grants access to all share and loan accounts of the account owner, and you accept responsibility for all transactions initiated by the PIN. In addition to the liability of you for any indebtedness created through the use of Call-24 privileges, the Credit Union may at its sole option hold any user of Call-24 privileges, if other than you, liable for any indebtedness charged to your account through the use of Call-24 privileges. In any event you shall remain primarily responsible for any such charges.
3. Limitations on Transactions. During any calendar month, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer, telephonic or computerized order or instruction, or by check, draft, debit card (if applicable) or similar order to a third party.
4. Services. Call-24 may be used to:
  - Make withdrawals by check from Share Draft (Checking) and Share Account (Savings). A check payable to the account owner will be mailed on the business day following the request for withdrawal to the address of record;
  - Transfer funds between your share accounts and between your share and loan accounts;
  - Obtain account balances, loan payment amounts, and due dates;
  - Obtain information about the last dividend paid to the account;
  - Obtain information about the most recent payroll deduction or direct deposit posted to the account;
  - Obtain tax information, including total interest paid and dividends earned;
  - Obtain information on checks cleared;
  - Make loan payments from most share accounts;
  - Transfer funds between your primary account and joint accounts;
  - Request a stop payment (Refer to the Fee Schedule for the current stop payment fee); and

- Change PIN to preference.
5. Credit Card Payments Online. Credit Union credit card payments can be made by phone with CALL-24. Payments are made by transferring funds to the appropriate credit card account.

The credit card account does not allow withdrawals; therefore, you cannot reverse transfers to these payment account types. Payments posted incorrectly must be reversed by the Credit Union. If an incorrect payment is made, call us at (256) 837-6110 (locally) or (800) 234-1234. Most payments will take two (2) business days to post to your credit card account; therefore, your available credit will not be immediately updated. The next payment due date will not advance until the last week of each month even though the payment has been made for the current month. Cash advances are not available.

## **ONLINE BANKING**

In addition to the terms stated in the Electronic Services Electronic Fund Transfers Disclosures, the following terms also apply to online banking.

Internet Address: <https://www.redfcu.org>

1. Services. If we approve the online banking service for your accounts, a PIN (Personal Identification Number) will be generated. You must use your PIN along with your member number to access your account and to conduct transactions on online banking. You may change a PIN at any time after you receive it. At the present time, you may use online banking service to:
- Transfer funds between your share accounts and between your share and loan accounts;
  - Obtain account balances, loan payment amounts, and due dates;
  - Obtain information about the last dividend paid to your account;
  - Obtain information about the most recent payroll deduction or direct deposit posted to your account;
  - Obtain information on cleared checks;
  - Make loan payments from most share accounts;
  - Transfer funds between your primary account and joint accounts;
  - Obtain detailed account transaction information;
  - View your statement;
  - Change your PIN;
  - Download transaction history to Quicken, Microsoft Money, or a spread sheet application;
  - Request a stop payment (Refer to the Fee Schedule for the current stop payment fee);
  - Apply for a consumer loan; and
  - Pay most bills with Electronic Bill Payment Service. (Restriction period may apply.)

Your accounts can be accessed under the online banking access service via a personal computer with Internet connection. This service may be interrupted for a short time for data processing and system maintenance. In addition, access to Electronic Bill Payment Service is made available pursuant to a license agreement by and between us and CheckFree Services, a division of Fiserv, Inc. Any interruption of service or access caused by CheckFree will prevent your use of the service. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient



available verified funds. The service will discontinue if no transaction is entered, after numerous unsuccessful attempts to enter a transaction, or after numerous entries of an incorrect PIN or security question and there may be limits on the duration of each access.

A monthly fee may be charged to access this service. We reserve the right to charge a monthly fee by sending you at least thirty (30) days prior written notice of the fee and amount and the effective date.

You expressly authorize us to debit the appropriate account in the amount of any electronic funds transfer initiated through online banking by you or by any other person you authorize to use your PIN and security question. You agree to treat any such electronic funds transfer from an account the same as duly executed written withdrawal, transfer, or check and that we may treat any such electronic funds transfer to an account the same as a deposit, all in accordance with the terms of this Agreement and your Account Agreement(s) with us.

2. Limitations on Transactions. During any calendar month, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer, telephonic or computerized order or instruction, or by check, draft, debit card (if applicable) or similar order to a third party.
3. Settlement of Obligations. To the extent permitted by applicable law, you authorize us to obtain payment of your obligations to us under this Agreement from time to time by (a) initiating debit or credit transfers to any of the accounts or (b) deducting the payment from the amount of any electronic funds transfer. Such obligations include, without limitation, fees owed to us and settlement for electronic fund transfers initiated through online banking. At any time any account is closed (whether by you, by us, or otherwise), or online banking service is terminated (whether by you, by us, or otherwise), you agree that all such obligations will be immediately due and payable to us, and you authorize us to withhold the amount of any such obligations from any account. Debiting an account or deducting payment for the amount of any electronic funds transfer is not the Credit Union's exclusive remedy under this or any other section of this Agreement, and the Credit Union will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.
4. Credit Card Payments Online. Credit Union credit card payments can be made online with online banking. Payments are made by transferring funds to the appropriate credit card account.

The credit card account does not allow withdrawals; therefore, you cannot reverse transfers to these payment account types. Payments posted incorrectly must be reversed by the Credit Union. If an incorrect payment is made, call us at (256) 837-6110 (locally) or (800) 234-1234. Most payments will take two (2) business days to post to your credit card account; therefore, your available credit will not be immediately updated. The next payment due date will not advance until the last week of each month even though the payment has been made for the current month. Cash advances online are not available.

5. Open Accounts Online. You can open select accounts online through online banking. Even though these accounts are opened online, they are still subject to the terms and conditions stated in this Agreement and on the Agreement located at <https://www.redfcu.org>. **Please refer to the applicable disclosure sections found in each of these Agreements for the terms and conditions of the account type you are requesting to open. You understand that any accounts opened online are legally binding in a court of law.**
6. Changing Your Password. Password (PIN) may be changed by the Primary Member in person, in writing or by calling the Credit Union Call Center. **THE CREDIT UNION SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A JOINT ACCOUNT IF THE PASSWORD IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.**

You agree that the Credit Union has no control as to the persons who have access to your personal computer and your password once it is in your possession. The Credit Union will not be liable for any unauthorized access to your personal computer using your password. You agree that it is YOUR responsibility to INITIATE AND MAINTAIN adequate procedures to prevent any unauthorized access to your personal computer or unauthorized use of your password.

7. Inactivity. The Credit Union may terminate your online banking service after 180 days of inactivity.

## **ELECTRONIC BILL PAYMENT SERVICE.**



**Your access to the Electronic Bill Payment Service may be restricted for up to 14 days from your registration for online banking.** You can access the CheckFree Electronic Bill Payment Service through online banking. The Electronic Bill Payment Service will allow you to do the following:

- Register for Electronic Bill Payment Service;
- Select merchants from the public merchant database;
- Add new merchants not on the database;
- Delete a payee;
- Set up and schedule an electronic bill payment;
- Change an electronic bill payment;
- View electronic bill payment history.

1. Service Definitions.

"Service" means the Bill Payment Service offered by Redstone Federal Credit Union, through CheckFree Services, a division of Fiserv, Inc.

"Agreement" means these Terms and Conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

2. Payment Scheduling. Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.
3. The Service Guarantee. Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a

payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

4. Payment Authorization and Payment Remittance. By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

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

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- b. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- c. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- d. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. Payment Methods. The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.
6. Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.
7. Stop Payment Requests. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the Fee Schedule.
8. Prohibited Payments. Payments to Payees outside of the United States or its territories are prohibited through the Service.
9. Exception Payments. Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled

and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

10. **BILL DELIVERY AND PRESENTMENT.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

**Information provided to the Payee** - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

**Activation** - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

**Notification** - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

**Cancellation of electronic bill notification** - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**Non-Delivery of electronic bill(s)** - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

**Accuracy and dispute of electronic bill** - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

11. **EXCLUSIONS OF WARRANTIES.** THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Password and Security.** You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 256-837-6110 (locally) or 800-234-1234 during customer service hours.
13. **Your Liability for Unauthorized Transfers.** Please refer to item number 1, entitled "Member Liability (excluding business debit cards)," located at the beginning of this Agreement for liability information.

14. Errors and Questions. Please refer to item number 8, entitled "Error Resolution," located at the beginning of this Agreement for information about errors and questions.
15. Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:
  - a. Where it is necessary for completing transactions;
  - b. Where it is necessary for activating additional services;
  - c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
  - d. To a consumer reporting agency for research purposes only;
  - e. In order to comply with a governmental agency or court orders; or,
  - f. If you give us your written permission.
16. Service Fees and Additional Charges. Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard share accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
17. Failed or Returned Transactions. In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:
  - a. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
  - b. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
  - c. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
  - d. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
  - e. The Service is authorized to report the facts concerning the return to any credit reporting agency.
18. Alterations and Amendments. This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service may provide notice to you as required by law. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.
19. Address or Banking Changes. It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated

Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

20. Service Termination, Cancellation, or Suspension. In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:
- a. Telephone us at 256-837-6110 (locally) or 800-234-1234 during customer service hours; and/or
  - b. Write us at:

Redstone Federal Credit Union  
220 Wynn Dr NW  
Huntsville, AL 35893

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

21. Payee Limitation. The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.
22. Returned Payments. In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.
23. Information Authorization. Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).
24. Disputes. In the event of a dispute regarding the Service, you and the Service 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 Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.
25. Assignment. You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.
26. No Waiver. The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
27. 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.
28. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF

ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

29. Limitations. There is no limit to the number of payees you may have in your merchant list at any given time. There is no limit to the number of payments you can send to each payee. Any payee you wish to pay through Electronic Bill Payment Service must be payable in US dollars and located in the United States. You may not make payments to a federal, state or local governmental or to other categories of payees that we establish from time to time.
30. Available Funds Required. All bill payments initiated through Electronic Bill Payment Service are subject to sufficient funds being available in the affected account to cover the transfer on the scheduled payment date. Payments are scheduled based on the day you want the funds debited from your account.
31. Overdrafts and Rejects. We will overdraft from your Share Account (Savings) in accordance with your Share Draft (Checking) account terms and conditions, your Overdraft Protection Loan disclosures, or your Astro Loan Line of Credit in accordance with the terms of the Credit Agreement or your Overdraft Privilege Pay service if your Share Draft (Checking) account lacks a sufficient available balance on the designated Electronic Bill Payment Service processing date. If this transfer still does not cover the overdraft of your Share Draft (checking) account, it is possible you may be assessed an Overdraft Privilege Fee.
32. Fees and Charges. Please refer to the Fee Schedule for any fees that are associated with Electronic Bill Payment Service.
33. Inactivity. The Credit Union may terminate your online banking service after 180 days of inactivity.

#### **ESTATEMENTS, ENOTICES, AND CU ALERTS.**

EStatements, ENotices, and CU Alerts are three services provided through online banking. With EStatements you can view, download and print your account statement from our secure online banking website.

CU Alert allows you to receive notifications on your PC, laptop, text-enabled cell phone or any other mobile text device. Notifications can be received for payroll and ACH credits, share account balances, loan account balances, loan payment due dates, certificate maturity dates, cleared checks, insufficient funds notices, regulatory notices and disclosures, automatic withdrawals, EStatements and member defined alerts.

**You acknowledge that you are capable of accessing the requested electronic documents in an electronic format. You further acknowledge that your consent is legally binding in a court of law.** You may obtain a paper copy of the electronic documents at any time. Any paper copies or updated paper copies of the disclosures, statements, notices or other communications can be obtained by contacting our Member Contact Center at (256) 837-6110 or 1-800-234-1234. Please refer to the Fee Schedule for the amounts of the Statement Copy, Check Copy, and Miscellaneous Copies fees. You may, at any time, withdraw your consent by clicking the EStatements & Alerts button then clicking the Cancel Services button inside online banking.

By applying for EStatements and/or CU Alerts, you acknowledge that you are bound by the following terms and conditions, as well as any other applicable terms and conditions stated in the Electronic Services Agreement, Account Agreement or any other applicable agreement.

1. Election and Authorization For Electronic Delivery. You elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide to you under applicable Federal and/or State statutes and their implementing regulations, as amended from time to time, including, but not necessarily limited to:

- Truth in Lending Act
- Truth in Savings Act
- Fair Credit Reporting Act
- Electronic Funds Transfer Act
- Home Mortgage Disclosure Act
- Fair Housing Act
- Equal Credit Opportunity Act

Consumer Leasing Act  
Federal Credit Union Act

NCUA Rules and Regulations

Gramm-Leach-Bliley Act

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements and notices. You also authorize us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these statutes after they become effective. You agree that if you elect to receive statements electronically, all required notices regarding your accounts at Redstone Federal Credit Union are also, at our discretion, to be provided to and accessed by you exclusively on an electronic basis in the form of an ENotice. If there is more than one person that is a party to the account, notice to any one party will be effective for all.

You further elect and authorize us, at our discretion, to electronically provide you with such CUAAlert services as may be made available to you from time to time. By way of example, these "alerts" may include information as to when your account balance goes above or below a pre-defined value, loan payment due dates, upcoming maturities of share certificates, payroll deposits, clearance of ACH items, and clearance of checks.

2. Security Measures. We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s), notices, and alerts. Our security consists of 128-bit encryption of the data on the EStatements to protect it while in transit over the Internet.

YOU UNDERSTAND THAT THESE INDUSTRY STANDARDS ARE DYNAMIC AND CONSTANTLY DEVELOPING. YOU ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE RISKS TO ELECTRONIC DELIVERY OF ACCOUNT STATEMENT(S), NOTICES, AND ALERTS, INCLUDING, BUT NOT LIMITED TO, DELAY OR FAILURE OF DELIVERY DUE TO TECHNICAL DIFFICULTIES, WEATHER CONDITIONS (INCLUDING BUT NOT LIMITED TO SUN SPOTS), MATTERS BEYOND OUR REASONABLE CONTROL OR INTERCEPTION AND/OR ALTERATION OF SUCH ACCOUNT STATEMENT(S) AND NOTICES BY THIRD PARTIES IN SPITE OF THE CREDIT UNION'S COMMERCIALY REASONABLE SECURITY MEASURES. YOU REPRESENT THAT YOU HAVE CONSIDERED OUR SECURITY MEASURES AND FIND THAT OUR SECURITY MEASURES ARE COMMERCIALY REASONABLE. IN REACHING THIS CONCLUSION, YOU HAVE CONSIDERED THE HISTORICAL AND POTENTIAL FUTURE CONTENT OF YOUR ACCOUNT INFORMATION TO BE RECEIVED ELECTRONICALLY, THE RISKS ASSOCIATED WITH ELECTRONIC DELIVERY OF THIS INFORMATION, AND OUR SECURITY PROCEDURES. IF YOU CONCLUDE THAT OUR SECURITY PROCEDURES CEASE TO BE COMMERCIALY REASONABLE IN THE FUTURE, YOU MUST TERMINATE THIS AGREEMENT IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH 9 BELOW.

3. Your Computer's Specifications. In order to receive the services addressed herein, your computer hardware, software and your Internet service provider ("ISP") must meet the following specifications:

- For web browser: Latest version of the Internet Explorer, Google Chrome, Firefox, or Safari
- For operating system: Windows 7 or higher, Mac OS X 10.9 or higher, Android 5 or higher, or iOS 9 or higher
- 200 MB Free Disk Space
- ISP Allows E-mail Attachments Up To 500 KB
- Adobe Acrobat Reader

E-Mail Address. We will send you account alerts, account notices, and EStatement-ready notifications to you via email to the last email address provided within online banking. You agree to update your email address within online banking. You further agree that any notice to us pursuant to this Agreement is effective only upon receipt by us of said notice. For your protection and for security purposes, we will not accept any change of email address notices via email. If you have not notified us of any change to your email address, you agree that failure to provide us with a good email address is the lack of ordinary care on your part.



If you have a joint account, your e-mail address may be changed using the procedure described above by any authorized party to your account.

THE CREDIT UNION SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY (JOINT) ACCOUNT IF THE E-MAIL ADDRESS IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.

4. Prompt Review of EStatements. Your EStatements, notices and alerts will be dated the day the information is sent to you by e-mail (the "E-mail Date"). You must promptly review your EStatement and any accompanying items and immediately notify us in writing or via e-mail at info@redfcu.org (within the applicable time periods specified in the Account Agreement, Electronic Services Agreement or applicable law) of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone other than you to review your statements, you must still review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities because you will be responsible for the wrongful acts of your employees, agents, and any other such third persons. Any applicable time periods within which you must notify us of any errors on your account statement(s) or any other information which is provided to you electronically shall begin on the E-mail Date regardless of when you receive and/or open the EStatement.
5. Disclaimer of Warranty. WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE PROGRAM USED TO ACCESS THE SERVICES ADDRESSED HEREIN, AND WE DO NOT WARRANT THAT THE SOFTWARE PROGRAM OR THAT THESE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE AND ADEQUACY OF THE SOFTWARE PROGRAM OR THE SERVICES WE PROVIDE UNDER THIS AGREEMENT. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. Notice of Unauthorized Access. If you believe your EStatement is lost or that someone has obtained access to your EStatement without your permission, call us immediately at (256) 837-6110 (locally) or 800-234-1234 or write us at: Redstone Federal Credit Union, 220 Wynn Drive, Huntsville, AL 35893, as soon as possible.
7. LIABILITY; INDEMNIFICATION. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. WE SHALL BE LIABLE ONLY FOR MATERIAL LOSSES WHICH ARE THE DIRECT RESULT OF OUR OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING SERVICES IN THE EVENT SUCH FAILURE, DISRUPTION OR DELAY IS DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OR DISRUPTION OF ELECTRIC POWER, COMPUTER EQUIPMENT, TELECOMMUNICATIONS SYSTEMS, YOUR ISP, OR WEATHER CONDITIONS. WE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES. EXCEPT TO THE EXTENT THAT WE ARE LIABLE UNDER THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THESE SERVICES. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
8. Termination/Amendment. This Agreement shall remain in full force and effect until it is terminated by either party. We also have the right to terminate this Agreement immediately, with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement which you may have with us or any applicable law, rule or regulation which may govern your account(s), including the terms of the Account Agreement, Electronic Services Agreement or any other agreement. If we terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received. We may amend/modify this Agreement by sending electronic notice as required by law. The date of the notice is the date the notice is sent to you (the E-Mail date), regardless of when you receive and/or open the EStatement or notice.

## MONEY MANAGEMENT

## End User License Agreement

This User Agreement contains the terms and conditions for your use of digital money management tools and services that we may provide to you and that involve accessing third party account information ("Services"). Hereinafter, "you" or "your" means the end user of the Services ("User") and "us," "we," "our," or "Financial Institution" refers to the financial institution who provides User access to the Services. Digital Insight Corporation, NCR Corporation (parent of Digital Insight), and MX Technologies, Inc. (collectively, the "Providers") are intended third party beneficiaries of this User Agreement and are entitled to enforce its terms.

### 1. General.

(i) User will follow the standard operating procedures, including without limitation security procedures, with respect to use of the Services.

(ii) User agrees to allow Digital Insight Corporation, its successors and assigns, and its and their third party services providers access and use of such Users' data, including Aggregated Data and Nonpublic Personal Information, as necessary for the provision of the Services. As used herein "Aggregated Data" means User Data and information that has been stripped of all personally identifiable information. "User Data" for purposes of this definition, means User account information, account access information and registration information as provided by Users. Nonpublic Personal Information means information concerning Users and their past or present accounts; information falling within the definition of "nonpublic personal information" or "personally identifiable financial information" under Regulation P, 12 C.F.R. 216, or under the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; or information otherwise considered privileged, confidential, private, nonpublic or personal and/or given protected status under any federal or state law.

(iii) Financial Institution has no liability to User or other third parties relating to any delays, inaccuracies or incomplete Services caused by the failure of Financial Institution to properly or timely meet its obligations or requirements in connection with the Services.

(iv) User shall determine and be responsible for the completeness, authenticity and accuracy of all such information submitted to the Services.

**2. Provide Accurate Information.** You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

**3. Content You Provide.** Your use of the Services is your authorization for Financial Institution or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to Financial Institution and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service provider may store, use, change, or display such information or create new content using such information.

**4. Power of Attorney.** You grant Financial Institution and its service providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant Financial Institution and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are sponsored or endorsed by any third party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.**

**5. Third Party Accounts.** With respect to any third party sites we may enable you to access through the Services or with respect to any non-Financial Institution accounts you include in the Services, you agree to the following:

- a. You are responsible for all fees charged by the third party in connection with any non-Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User Agreement does not amend any of terms and conditions. If you have a dispute or question about any transaction on a non-Financial Institution account, you agree to direct these to the account provider.
- b. Any links to third party sites that we may provide are for your convenience only, and Financial Institution and its service providers do not sponsor or endorse those sites. Any third party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

**6. Limitations of Services.** When using the Services, you may incur technical or other difficulties. We nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.

**7. Acceptance of User Agreement and Changes.** Your use of the Services constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User Agreement. Your continued use will indicate your acceptance of the revised User Agreement. The licenses, user obligations, and authorizations described herein are ongoing.

**8. Aggregated Data.** Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers, including their affiliates, to conduct certain analytical research, performance tracking, marketing and marketing program activities, and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties. Notwithstanding any other provision of this User Agreement, use of data collected through your use of the Services for marketing and marketing program activities may include targeted marketing, meaning that specific marketing activities may be directed to a group of users, where each user meets certain pre-defined categories or characteristics. For example, a targeting marketing activity may issue a display ad for a group of users, where each user is identified as having an open credit card account through a financial institution.

**9. Ownership.** You agree that Financial Institution and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.

**10. User Conduct.** You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for Financial Institutions or its service provider or cause Financial Institution to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.

**11. Indemnification.** You agree to defend, indemnify and hold harmless Financial Institution, its third party services providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

**12. Disclaimer.** The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Financial Institutions nor its third party providers are engaged in rendering accounting, investment, tax, legal, or

other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Financial Institution and its third party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Financial Institution and its third party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of Services or any materials or information accessible through it. Past performance does not guarantee future results. Financial Institution and its third party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.

**13. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**14. Other Items.** You may not assign this User Agreement. A determination that any provision of this User Agreement is unenforceable or invalid shall not render any other provision of this User Agreement unenforceable or invalid.

### **REDSTONE REWARDS® OFFERS.**

In addition to the other information contained in this Agreement, if you decide to use the Redstone Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

License Grant and Restrictions. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the purchase rewards application ("Redstone Rewards Offers") to benefit from your debit card purchases.

In addition to the Redstone Rewards Offers, the term "Redstone Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Redstone Rewards reward information, help content, bug fixes, or maintenance releases, etc.) of the Redstone Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Redstone Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Redstone Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Redstone Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) perform or attempt to perform any actions that would interfere with the proper working of the Redstone Rewards Offers or any services provided in connection with them, prevent access to or the use of the Redstone Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using a service; or (vi) otherwise use the Redstone Rewards Offers or any services provided in connection with them except as expressly allowed under this Section.

Ownership. The Redstone Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

Your Information and Account Data with Us. You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Redstone Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Redstone Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Redstone Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Redstone Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Redstone Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

Third Party Services. In connection with your use of the Redstone Rewards Offers or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

Third Party Websites. The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Redstone Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

Additionally, you acknowledge and agree to the following terms and conditions of service.

Redstone Rewards. You will earn rewards for your participation in the Redstone Rewards Offers program based on total purchases. If you participate in the Redstone Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Redstone Rewards Offers share account which is associated with the Redstone Rewards Offers program.

Redstone Rewards Offers Account. You must use the debit card associated with the Redstone Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types. Purchases must be made as indicated in the offers made available under the Redstone Rewards Offers program. Each

offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Redstone Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our Member Contact Department at the phone number provided in this Agreement if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Redstone Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available."
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

## **MOBILE BANKING SERVICE.**

The Mobile Banking Service ("Service") provide members with the ability to obtain account balances and account information on their cell phone. Enrollment in the service is done within Online Banking and requires the member to accept certain terms and conditions, provide their mobile phone number, and verify that their mobile phone number is in their own in their possession by entering into Online Banking an activation code that the service sends to the member via text message to the mobile phone number provided.

1. Prerequisites. Member must be a registered Online Banking Service user. Online Banking Service is offered and priced separately and is not included with the Service.

In order to access the Service, the member must use a mobile device served by a certified mobile carrier. The Service is not certified to operate for members trying to access it while outside the United States.

In order to access the Service, the member's wireless device must be enabled to receive and transmit data and must include texting functionality and allow up to 160 characters (including spaces) in a single message.

2. Implementation. Implementation services for the Service will be provided by Digital Insight Corporation (Digital Insight) and/or its third party service provider.
3. Changes to the Authorized Service. The Service may be modified from time to time by Digital Insight for purposes including, but not limited to, ensuring compatibility with wireless devices that may be offered in the future.
4. Agreement. Member agrees to accept the Terms and Conditions of the Service. Member also agrees that RFCU is not responsible for messaging charges assessed by your mobile carrier for the use of Mobile Banking.

5. Questions. Members can contact RFCU at any time via email at [info@redfcu.org](mailto:info@redfcu.org) 256-837-6110 or 800-234-1234 ext. 3640.
6. Privacy Policy. Any personal information that a member may share with RFCU while using Mobile Banking is governed by the same privacy policy as governs online banking services. Please refer to RFCU's Privacy Policy for additional information.
7. Violations of the Terms and Conditions. If RFCU becomes aware that a member is engaging in any activity directly related to the use of the Service that is illegal or fraudulent or otherwise violates the Terms and Conditions or this Agreement, Digital Insight and RFCU reserve the right to suspend the member's use of the Service immediately. Digital Insight and RFCU may terminate the Service upon becoming aware that a member is violating any law or is otherwise engaging in activity that is not permitted under this Agreement and that may be detrimental to RFCU or Digital Insight. Digital Insight shall provide RFCU with prompt notice of any such suspension and such suspension shall not be considered a breach of this Agreement or a service outage.
8. Disclaimers. Digital Insight and RFCU shall bear no liability for (i) compatibility of the Service with all wireless and/or WAP-enabled devices, (ii) server latency or response times for the Service, (iii) additional costs assessed by wireless carriers for text and Internet access, or (iv) any decisions made or transactions initiated by RFCU members based on member's use of the Service and/or the data accessed by the Service.
9. Security. Mobile Banking is fully secure using industry standard technologies and security certificates, with 128-bit encrypted communication. No personal or confidential information is stored on the mobile device or in the mobile Web banking application. The member agrees that RFCU has no control as to the persons who have access to the member's mobile phone or access device and password. RFCU will not be liable for any unauthorized access to the member's mobile phone or access device using the member's password. The member agrees that it is his/her responsibility to INITIATE AND MAINTAIN adequate procedures to prevent any unauthorized access to his/her mobile phone or access device or unauthorized use of his/her password.
10. One Mobile Phone Number. Only one mobile phone per member log-in can be registered. If the member changes the mobile phone number, the member must re-enroll the new mobile phone number.

## TEXT BANKING.

Text messaging banking services is hosted and powered by Digital Insight Corporation. Message and data rates may apply to using this service. For help, text "Help" to the shortcode 454545. To cancel the text messaging banking service, send a text "Stop" to the shortcode 454545 at any time. Members will receive a one-time opt-out confirmation text message but will not receive any future messages thereafter. The service can also be cancelled by logging into online banking, going to the Manage Money tab, and deactivating the service. In case of questions, please contact member service at [info@redfcu.org](mailto:info@redfcu.org) or call 800-234-1234.

Text messaging banking services offers RFCU members mobile access to their account information (e.g., for checking balances and recent transactions) over SMS, as well as the option to set up alerts for their accounts and other functionality. Enrollment requires identification of the member's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the member receiving a MT message with a verification code which they will have to enter on the website. Additionally, members may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the member. This program will be ongoing. Standard messaging charges may apply, if applicable. Members may opt out of this service at any time.

If the member has deactivated his/her cellular service for the mobile phone number enrolled in text messaging banking service, the member is responsible for deactivating that phone number in the service.

To perform a transaction, text the following keywords to **454545**:

**bal** Obtain primary account balance

**bal all** Obtain all account balances

**last** Obtain last 5 transactions on primary account



**bal check** Obtain account balance of checking accounts

**bal save** Obtain account balance of savings accounts

**trans amount** Transfer funds to primary account from preselected source account

**help** Obtain help on keywords

**stop** Deactivate service

## Digital Receipts

The Digital Receipts service is owned by a third party and is provided to you through the RFCU digital banking platform. The Digital Receipts service allows members to capture and temporarily store paper and email transaction receipts by converting them into digital receipts using their mobile device. Members can also capture and temporarily store digital return receipts, gift receipts, and other transaction records. The digital receipts can be stored, categorized, and exported. Members can set reminders for receipts with return limitations or warranty information.

The Digital Receipts service is intended as a convenience and should not be used as a substitute for the retention of receipts. Digital Receipts may not be accepted by some retailers for returns, exchanges, and warranty claims. A member should review the retailer's return policy before discarding the receipt. The use of electronic images by the IRS for tax and audit claims is conditional and must meet specific requirements. RFCU does not offer tax advice. Please consult a tax advisor for specific tax questions concerning the use of electronic images.

When using Digital Receipts with the mobile banking app, it is recommended to use a mobile phone. Tablet app users may not have an optimum experience using the app. Digital Receipts are retained for three years. If a receipt needs to be retained for longer than three years, the member can export the receipt from the receipts list.

In order to use the Digital Receipts service, the mobile device's software system must be iOS version 12.2 and higher or the Android version 8.0 (Oreo) and higher; however, the latest version of iOS or Android is recommended for an optimal experience. Other restrictions may apply to the service. Message and data rates may apply to the service.

The Digital Receipts service is provided by NCR Corporation and Sensibill. RFCU does not warrant, guarantee, or insure any product, service, or information provided by NCR Corporation or Sensibill. RFCU, NCR Corporation, and Sensibill are separate entities.

## CO-BROWSE SUPPORT SERVICE (when available)

The Co-Browse Support Service is a web-based member service tool integrated with Online Banking, which permits members who have logged into Online Banking to request a Co-Browse session to share a browser with RFCU's member support personnel. The Co-Browse Support Service provides members and RFCU member support personnel with the ability to perform the following:

- Share Web Pages - RFCU's member support personnel and the member can share the exact same web page including unique user information without any software download or plug-in.
- Shared Unique Pointer - The Co-Browse Support Service provides a shared pointer that is activated through the "right click" function on the mouse so that both the support personnel and the member can point to specific areas on a web page.
- Joint Form Fill - RFCU's support personnel and the member can each see what the other types into a form field.
- New Window Support - The Co-Browse Support Service accommodates web pages that open new windows. The Co-Browse session continues in the new window, whether it is a "pop-up" or "child" window or just a new page opening. If an additional browser window is opened by member or RFCU support personnel, only the person opening the new window has access and can view the additional window. Only the shared browser window is accessible to both individuals.
- Member Control - Member or RFCU support personnel may end the co-browse session at any time by closing the shared window.

**1. Security.** 128-bit encryption is used on every co-browse session. RFCU support personnel cannot view any screen or information outside the shared co-browse session. Passwords are not passed between RFCU and member.

2. Supported Browsers and Additional Information. Only Microsoft Internet Explorer 5.0 browser and above are supported. Macintosh computers/browsers, Netscape browsers, and Firefox browsers are not supported. Co-Browse supports most pages with JavaScript. Pop-ups blockers should be turned off when using Co-Browser Support. Pop-up windows within Co-Browser Support must be closed by RFCU member support personnel and member separately. Online Banking pop-up windows containing browser text cannot be viewed within the Co-Browse Support session. The Forward and Back buttons should not be used while in a Co-Browse Support session.

3. Miscellaneous. None of the Co-Browse Support Service software, documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent of Digital Insight Corporation and the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denials.

4. U.S. Government Restricted Rights. The Co-Browse Support Service software and documentation are Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is PageShare Technologies, Inc. 206 Black Tie Lane, Chapel Hill, North Carolina 27514.

## **CHAT AND E-MAIL SUPPORT SERVICES**

RFCU Chat. RFCU Chat enables real-time, online chat within Online Banking with the member and RFCU member support personnel. Chat provides RFCU Member Support personnel with the ability to receive incoming member queries and transmit outgoing RFCU Member Support personnel responses using 256-byte Secure Socket Layer encryption technology.

E-Mail Support. *Never use email to ask questions about your membership or accounts, or to send account information. Email is not a secure communication channel and may put your personal information at risk.* If you have questions about your RFCU accounts including account and loan balances, payment history, loan application status or any other account inquiries, please log in to online banking or the RFCU Mobile Banking app to view your account information, contact us at 800-234-1234, use RFCU Chat, or visit any branch location.

## **DEBIT CARD AGREEMENT ("Agreement")**

This Agreement contains the terms and conditions which apply to Redstone Federal Credit Union's Visa® debit cards (hereinafter "debit card"). In this Agreement and Disclosure Statement the words "you," "your," or "yours," mean the member cardholder and anyone you authorize to use your debit card. The words "we," "us," "our," and "RFCU" mean Redstone Federal Credit Union. The word "account" means both your savings and share draft (checking) account with us. The word "PIN" means personal identification number. By using the debit card, you agree to be bound by this Agreement and by any amendments made now and in the future by us to this Agreement.

**Signature on Debit Card.** Before using the debit card, you agree to sign in the space provided on the card for an authorized signature. In order for Visa to consider the debit card valid, it must be signed in this way.

1. **Use of Card.** The Visa debit card can be used to make purchases anywhere Visa cards are accepted. All debit cards can be used as an automated teller machine (ATM) card at any ATM machine displaying the logos found on the reverse side of your debit card for a fee. The Visa debit card is issued in conjunction with your account and may be used to:
  - Make purchases at merchant locations displaying the Visa logo;
  - Make purchases at unattended terminals (e.g., gas stations);
  - Make payments to your RFCU accounts at a Redstone Federal Credit Union full-service ATM or interactive teller machine (ITM);

- Place orders by mail, phone or over the Internet;
- Access your account via point of sale (POS) terminals that have a PIN pad;
- As an ATM card, perform withdrawals, transfers and balance inquiries;
- As an ATM card at a Redstone Federal Credit Union full service ATM or ITM, make the following transactions with no fee: deposits to your accounts, withdrawals, transfers, balance inquiries, loan payments, and loan advances (with approved line of credit).

Deposits are subject to hold until verification of the deposit can be made.

Funds from any deposits (cash or check) made at automated teller machines (ATMs) or interactive teller machine (ITM) will generally be available by the next business day, or when funds can be verified, subject to our check hold policy.

2. **Fees.** The annual fee shall be waived at this time. We reserve the right to charge an annual fee in the future by providing notice to you as required by law. All debit cards may be used at any Redstone Federal Credit Union ATM or ITM with no fee. If used as an ATM card, you may be subject to a service fee for using an ATM we do not own. We have no control over these fees. Please refer to the Fee Schedule for the fee amounts that may be assessed against your account in connection with the use of your debit card.

Any fees that you incur will be deducted from your account and will appear on your monthly statement. Fees may be changed if our process changes or if we find it necessary to add additional fees.

3. **Overdraft Options.** We recommend you establish at least one source of overdraft protection to which our standard overdraft transfer fees apply. Overdrafts will be taken from the account(s) established by you in the amount needed to cover purchases/POS transactions plus any applicable fees. Overdrafts to the Share Account (Savings) are limited to six (6) per calendar month. The debit card is not a credit card and its issuance does not permit you to overdraw your account or otherwise obtain credit from us except where overdraft protection service has previously been approved and is used in conjunction with the account. We have the right to withdraw funds from any account on which you are an owner in order to pay funds owed on Share Account (Saving) or Share Draft (Checking) accounts.
4. **Agreement.** Use of the debit card or the account number on the card in an electronic terminal or for payments, or purchase or to obtain cash back from merchants, financial institutions or others who honor the debit card, is a request for withdrawal of funds from the Account, subject to the provisions stated in Agreement, your Overdraft Protection Loan disclosures, Astro Loan Line of Credit Agreement and Disclosure Statement, and any other line of credit agreement/disclosure, if applicable. You expressly authorize us to debit your account in the amount of any transaction ordered by you or by any other person with your authorization or consent or to whom a debit card was issued at your request. You agree that we may treat any such transaction the same as a duly executed written withdrawal, transfer or check. In the event of a transfer from your overdraft line of credit, you agree that we may treat any such transfer from the line of credit account the same as a duly executed cash advance in accordance with the terms of your Overdraft Protection Loan disclosures, Astro Loan Line of Credit Agreement and Disclosure Statement, or any other applicable line of credit agreement/disclosures governing the line of credit account. Each debit card withdrawal will be charged to the account. We are not liable for the refusal or inability of terminals or persons outside the Credit Union to honor the debit card or to complete debit card withdrawals or for the retention of the debit card by such terminals or persons. You agree that, except as may otherwise be required by applicable federal or state laws, we will have no liability to you for any costs, losses or damages, including consequential damages, which you may suffer due to the unavailability at any time of any terminal. You agree not to attempt any transaction at a terminal, which appears not to be operating properly.
5. **Limitations on Use and Retention of Card.** You may not use your debit card for a transaction that would cause the outstanding balance of any of your designated accounts to be less than zero, unless the account has been previously linked to designated overdraft account. You may use your current available Share Draft (Checking) account balance for purchases and cash withdrawals. However, you may not use your card to transfer money which is not yours to or from your designated accounts. We are not required to complete these transactions, but if we do, you agree to pay us any excess amount of improperly withdrawn or transferred amount immediately upon request. We may stop or limit electronic transfers from your account at any time, if necessary to maintain or restore the security of the system or of your account. The ATM (or ITM) may in some circumstances retain the card and not return it to you. You acknowledge that those restrictions and programs are provided for the

protection of both you and us against wrongful use of the card. As a safeguard to minimize losses from fraud or stolen card usage, we do set a limit of \$11,000.00 per day for signature purchases, if available in the account. However, if the system is down, lower limits will apply. Please note that if the debit card is being used for a POS PIN-based transaction, the limit of \$11,000.00 per day applies (if available in the account). If the debit card is being used for an ATM PIN-based transaction, the limit of \$1,000.00 per day applies (if available in the account). The POS and merchant limit is restricted to the available account balances. You may not reduce your share savings balance below \$5.00. We reserve the right to change these amounts whenever we deem it appropriate or necessary.

6. **Authorization.** The merchant may be required to obtain an authorization from us for any transaction over a certain dollar amount. The available balance in your account will be reduced (placed on hold) by the amount of any transaction for which the merchant received authorization from us, even if the documentation evidencing the transaction has not yet been received or processed by us. You agree that we are not responsible if we do not authorize or if we dishonor other POS, ATM or check transactions drawn on your account while such a hold is placed on your account. When the document has cleared through us, your account will be debited for the amount of the transaction.
7. **Additional Cards.** Additional cards may be ordered in a joint owner's name, providing they are joint on all affected accounts. A personal identification number (PIN) must be selected for each card received. You may only order one card per name per account.
8. **Error Resolution Notice.** In case of errors or questions about your electronic transfers, telephone us at (256) 837-6110 (locally) or (800) 234-1234 (long distance only), email us at [info@redfcu.org](mailto:info@redfcu.org), or write us at:

REDSTONE FEDERAL CREDIT UNION  
Attn: Member Support Service  
220 Wynn Drive  
Huntsville, AL 35893

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 or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

Please provide the following information when you contact us:

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clear as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (or ninety (90) days for foreign initiated transactions and all transfers resulting from point of sale debit card transactions or a transaction occurring within the first 30 days after deposit to a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (or five (5) business days for point-of-sale debit card transactions or 20 business days if your account has been opened for 30 days or less) for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there is no error, we will send you a written explanation. You may ask for copies of the document that we used in our investigation.

We may revoke any provisional credit provided to you if we find an error did not occur.

9. **Disputes.** You are encouraged to resolve disputes directly with the merchant or seller involved. If that is not possible, we will handle all disputes in accordance with Visa USA rules, Regulation E and Z. You may initiate a dispute procedure verbally, but a written explanation of the transaction and the reason for dispute is required. You understand any claim or defense which you assert against a merchant or seller will not relieve you of your obligation to pay us the total amount of the sales slip. Visa USA rules do not apply to transactions not processed by Visa.
10. **Security of Debit card and Personal Identification Number (PIN).** You may be required to use your signature or PIN to operate the access device(s). Any PIN is confidential and should not be disclosed to third parties or recorded where it could be easily accessed. You are responsible for safekeeping your debit card and PIN. You are not to disclose or otherwise make your debit card or PIN available to anyone not authorized to access your account. The debit card may be used only by the person named thereon; provided however, that if you authorize another person to use your debit card and PIN in violation of this Agreement, you agree to assume responsibility for such use. We will be entitled to charge your account(s) for all such transactions by you or other authorized persons. If you authorize anyone to use your debit card and PIN, that authority shall continue until you specifically revoke such authority by notifying us. If you fail to maintain the security of the debit card and PIN and the Credit Union suffers a loss, we may terminate your use of the debit card immediately and you may be liable for the amounts up to the limits specified by Regulations E and Z.

**If you authorize another person to use your debit card/PIN, that person can use the debit card to initiate any transaction on any of the accounts to the same extent that you yourself could do so, including initiating transactions on accounts to which that person does not otherwise have access or authority.**

11. **Amendments.** We may amend this Agreement from time to time and we may notify you of such change as required by law.
12. **Terminations/Cancellations.** You agree that we may cancel or restrict your use of the debit card at any time upon such notice as is reasonable under the circumstances and that we need not give you any notice before doing so. We may also cancel the debit card upon your default or failure to satisfy the terms of the Agreement. You may cancel the debit card by written request to the address contained in this Agreement or by calling (256) 837-6110 (locally) or (800) 234-1234 (long distance only) and destroying the card. The debit card is and remains our property, is not transferable by you, and must be destroyed when the account is closed. Termination will not relieve you of any obligation to repay any sums borrowed or fees or charges you incurred.
13. **Attorney Fees.** You agree to pay reasonable attorney's fees if the unpaid balance exceeds \$300.00 and the matter is referred to an attorney not a salaried employee of the Credit Union for collection after default. You are liable to us for transactions made with the debit card and for any lawful fees assessed against the account. You further understand that we may require you to give us a security interest in any savings, checking, money market and share certificates (except Individual Retirement Accounts and Keogh) of which you are an account owner to protect us in the event your account becomes delinquent or in default.
14. **Member Liability for Lost or Stolen Visa® Debit Cards under Regulation E (excludes Visa's zero liability\*).** Tell us AT ONCE if you believe your Visa Debit Card has been lost, stolen or used without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your Visa Debit Card without your permission.

If you do NOT tell us within 2 business days after you learn of the loss, theft or unauthorized use of your Visa Debit Card, and we can prove we could have stopped someone from using your Visa Debit Card without your permission if you had told us, you could lose as much as \$500.

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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Visa Debit Card was lost, stolen, or used without your authorization or someone has or may use your Visa Debit Card to transfer money from your account without your permission, call (256) 837-6110 (locally) or (800) 234-1234 (long distance only) or write:

Attn: Member Support Services  
220 Wynn Drive  
Huntsville, AL 35893

**Visa's Zero Liability for Lost or Stolen Visa Debit Card\***. Tell us at ONCE if you believe your Visa debit card has been lost or stolen or used without your permission. Telephoning is the best way of keeping your possible losses down. You could have zero (0) liability if you meet the following conditions:

- You must have exercised reasonable care in safeguarding your card from risk of loss or theft; and
- The transaction was not a commercial card, ATM or PIN-based transaction not processed by Visa.

However, the Credit Union may increase the limit of your liability for unauthorized Visa transactions only if we reasonably determine, based on substantial evidence, that you were **negligent** or fraudulent in the handling of your account or Visa debit card.

If you believe your Visa debit card has been lost, stolen, or used without your authorization or someone has transferred or may transfer money from your account without your permission, call (256) 837-6110 (locally) or (800) 234-1234 (long distance only) or write us at:

**REDSTONE FEDERAL CREDIT UNION**

Attn: Member Support Services  
220 Wynn Drive  
Huntsville, Alabama 35893

\*If your Visa debit card has been lost or stolen debit card or used without your permission and does not qualify for Visa's zero liability provisions, it will be subject to the liability provisions provided under Regulation E and listed in this section.

15. **Business days.** For purposes of these disclosures, our business days are Monday through Friday, excluding Federal holidays.
16. **Information disclosure.** We will disclose information to third parties about your account or the transfers you make:
  - Where it is necessary for completing transactions,
  - In order to verify the existence and condition of your account for a third party (such as a credit bureau or merchant),
  - In order to comply with government agency or court orders, or
  - If you give us your written permission.

Please refer to the Privacy Policy for more information. You may obtain a copy of our Privacy Policy by contacting the Credit Union, by visiting a branch office or by visiting our website at [www.redfcu.org](http://www.redfcu.org).

17. **Documentation.** You will receive documentation of each transaction you initiate at an ATM or POS terminal. Each time you use your debit card/PIN at an ATM, POS, or merchant location you will be provided with a receipt and/or an imprinted sales slip, showing the type, amount, date and location of each transaction. However, you may not receive a receipt if the amount of the transaction is \$25 or less. Review the receipt to make sure that it is correct and keep all receipts to check against your account statement. You will receive a monthly account statement mailed to the address of record with us. You agree to promptly examine each statement and to promptly report any discrepancies between your records and the account statements or any other notices provided by us to you.

18. **Financial institution's liability.** If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
- 1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
  - 2) If the transfer would go over the credit limit of your overdraft protection or overdraft line of credit.
  - 3) If the transfer would create, and require our approval to pay, an overdraft per our discretionary Overdraft Privilege Policy and we choose in our sole discretion to not approve payment of such overdraft.
  - 4) If the system was not working properly.
  - 5) If circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
  - 6) If you have not properly followed the terms of this Agreement or instructions regarding how to conduct an ATM or POS transaction.
  - 7) If your funds are being held or frozen or are subject to legal proceedings.
  - 8) If your PIN has been reported lost or stolen or if we have any other reason to believe that an ATM or POS transaction may be erroneous or unauthorized.
  - 9) If the account has been closed.
  - 10) If we do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us.
  - 11) If you have used the debit card to withdraw the maximum daily dollar limit.
  - 12) If the debit card is damaged.
  - 13) If the ATM or ITM does not have enough cash.
  - 14) If any data or instructions transmitted are inaccurate or incomplete.
- There may be other exceptions stated in our Agreement with you. You shall assist us with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that have been incorrectly processed.
19. **Errors and Adjustments.** We agree to correct any error made crediting or debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to the account to obtain payment of any erroneous credit.
20. **Transaction Verification.** All deposits and payments made at our full service ATMs or ITMs are subject to our verification and collection. Deposits in check or similar form are subject to collection. All deposits made at our full service ATMs or ITMs are subject to our Funds Availability Policy.
21. **Name, Employment or Address Change.** Within a reasonable time, you agree to notify us of any change in your name, email address, mailing address, or employment.
22. **Refunds of Purchases.** Any refund to you by a merchant or seller of goods or services may be made on a credit voucher signed by you and submitted to us by the merchant or seller. The amount of your credit will be indicated on your monthly account statement.



23. **International Transactions/Foreign Exchange/Currency Conversion.** Visa will charge you an International Service Assessment Fee (ISA) or International Conversion Fee (Intl. Conv. Fee) on all international transactions regardless of whether there is a currency conversion. An international transaction is defined as a transaction where the card issuer's country is different than the merchant's country; therefore, a transaction over the Internet could qualify as an international transaction. If you use your Card for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars, generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction processing date increased by the applicable fee. Without currency conversion (single-currency transaction) - ISA fee (or Intl. Conv. Fee) is up to 1% of the transaction. With currency conversion (multicurrency transaction) - ISA fee (or Intl. Conv. Fee) is up to 1% of the transaction. If a credit is subsequently given for a transaction, it will be decreased by the applicable fee. This fee will post as a separate item on your Account. If the credit has a different processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted on your Account. You agree to accept the converted amount in U.S. dollars.
24. **Non-Visa Debit Transactions.** Your debit card allows you to conduct transactions at certain merchant locations without requiring you to enter your PIN. If you do not enter your PIN, the transaction may be processed as either a Visa debit transaction or a non-Visa debit transaction. Non-Visa debit transactions may be processed on the STAR network. Merchants must provide you with a clear way of choosing to make a Visa debit card transaction if they support this option. If you choose to sign your name to authorize a debit transaction, the transaction will be routed as a Visa transaction. Please be advised that should you choose to use the STAR network when making a transaction without a PIN, different terms may apply. Provisions contained in this agreement that specifically relate to Visa transactions are not applicable to non-Visa debit transactions.
25. **VISA ACCOUNT UPDATER (VAU).** Your RFCU debit card has been automatically enrolled in the Visa Account Updater (VAU) service. When you use your RFCU debit card for recurring payments, like utility bills or subscription services, Visa will automatically update your debit card information through the VAU service. Automatic enrollment in the VAU service is required by Visa but you may opt-out of the service at any time.

#### **How VAU Works**

When your Visa debit card expires or is lost/stolen and a new card is issued, the VAU service may automatically provide the new debit card information (card number and expiration date) to participating merchants that you have authorized to charge your card. VAU only applies to recurring Visa debit card payments and updates are only sent to qualified participating merchants. Since all merchants do not participate in the VAU service, it is recommended that you still notify each merchant of your new card information to ensure your payments to the merchant continue uninterrupted.

If you have any questions regarding the VAU service, or would like to opt-out of the service, please contact the Credit Union at 800-234-1234 or 256-837-6110 ext. 3640.

26. **Agreement.** AS A CARDHOLDER, YOU ADDITIONALLY AGREE AS FOLLOWS:
- a) To abide by the rules and regulations, as they may be amended from time to time by us relating to the use of the card.
  - b) We may follow all instructions given to machines by a cardholder.
  - c) The debit card is our property and will be delivered to us immediately upon request.
  - d) To indemnify and hold us harmless from any costs or damages which we sustain as a result of carrying out your instructions in a reasonable manner.
  - e) The Credit Union may, at its sole discretion, transfer funds, if available, from your Share Account (Savings) to cover any transaction presented against non-sufficient funds (NSF) in your Share Draft (Checking) Account. OD Protection Transfers are not available from "YOU NAME IT" Savings Accounts. Honoring past overdrafts does not obligate the Credit Union to honor future overdrafts;
  - f) In the event any Share Draft (Checking) and/or Share Account (Savings) is overdrawn, we may, at our option, clear the overdraft(s) by making a cash loan advance on your overdraft line of credit (if applicable) and will charge

finance charges at an annual percentage rate in accordance with the terms of your credit plan with us from the date the overdraft occurred until the loan is paid.

g) If you voluntarily give information about your account (such as our routing number and your account number) to party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized.

27. **Severability; Governing Law.** If any provision of this Agreement or of any writing used in connection with this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. This Agreement will be governed by the substantive laws of the United States and the State of Alabama, without regard to such State's rules regarding conflict of laws and without regard to your state of residence or the location of any transaction or terminal.
28. **Limitation on Debit Cards.** You may not use any debit card, whether described in this Agreement or added in the future, for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.
29. **Account Crediting Procedure.** Because of the servicing schedule and processing time required in an ATM operation, there may be a delay between the time a transaction takes place and when it is credited or debited to your account. The date the transaction is credited or debited to your account is known as the posting date. The posting date will be the effective date of any transaction.
30. **Inactive cards.** Any debit card that is deemed inactive by RFCU is subject to being closed for inactivity.
31. **Signature on Debit Card.** Before using the debit card, you agree to sign in the space provided on the card for an authorized signature. In order for Visa to consider the debit card valid, it must be signed in this way.
32. **Effective Date.** This Agreement becomes effective when you sign or use the debit card or any service.

**The provisions set forth in this Agreement are subject to the terms and conditions stated in the Account Agreement, the Electronic Services Agreement, the Checking Account Agreement, the lending agreements and any other applicable agreement provided to you in connection with the applicable account.**

## **Card Control Terms and Conditions**

**THIS IS A LEGAL AGREEMENT BETWEEN YOU AND Redstone Federal Credit Union<sup>®</sup> (RFCU or "the Credit Union")**, stating the terms and conditions that govern your use of the Card Control Service and any associated services (collectively referred to as the "Service"). This agreement, together with all updates, additional terms, software licenses, the Online Privacy Policy, the Privacy Policy, the Account and Electronic Services Agreements, and all related RFCU rules and policies, collectively constitute the "Agreement" between you and RFCU. By using the Service, you are indicating your agreement to the Agreement. If you do not agree to these terms, do not use the Service. You must accept and abide by these terms as presented to you -- changes, additions, or deletions are not acceptable, and RFCU may refuse access to the Service for noncompliance with any part of this Agreement.

The alerts and controls you set through use of the Service continue to apply until you change your settings for the Service.

Certain functionality within the Service may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Service is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

RFCU may amend this Agreement at any time by posting a revised version here or on the website of the Credit Union. You may be required to affirmatively accept the revised Agreement in order to continue using the Service. The revised version will be effective at the time it is 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 will constitute your agreement to such changes and revised version. Further, RFCU may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, 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 material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

The App is licensed, not sold, to you for use only under the terms of this Agreement. All rights not expressly granted to you are reserved.

This license granted to you for the Service is non-transferable and non-exclusive. You may only use the Service on an approved device that you own. You may not distribute or make the Service available over a network where it could be used by multiple devices at the same time. You are not permitted to transfer the Service in any form. You may not copy (except as expressly permitted by this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Service, or any updates or parts of updates thereto, except with respect to any open source elements included with this Service. If you breach these restrictions, you may be subject to prosecution and the award of damages. The terms of this Agreement will also govern any upgrades or modifications that replace or supplement the version of the Service you downloaded originally, unless such upgrade is accompanied by a separate agreement, in which case the terms of that agreement will govern.

By using the Service, you acknowledge and accept that RFCU may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Service. RFCU may use this information to improve its products or to provide services or technologies to you. You also understand that full use of this Service requires you to have an account with RFCU and that personally identifiable information may be collected, used, and shared by RFCU in conjunction with your transactions, consistent with federal law and the Credit Union's Privacy Policy and Online Privacy Policy.

The license is effective until terminated by RFCU, which it may do at any time, with or without notice. Once this license is terminated, you will no longer be entitled to use the Service, and you shall then cease all use of the Service and destroy any legally made copies or portions thereof, of the Licensed Application.

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To the extent this Service allows you to access third party services, RFCU, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will RFCU be liable for the removal of or disabling of access to any such services. RFCU may also impose limits on the use of or access to certain services, in any case and without notice or liability. Unless expressly stated otherwise, RFCU is not affiliated with and does not endorse any such third parties or third party services.

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#### Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND RFCU'S 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, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL RFCU OR ITS AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL RFCU OR ITS AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR 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 WEBSITES THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL RFCU OR ITS AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE SERVICE OR THE WEBSITE THROUGH WHICH THE SERVICE IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING 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. RFCU'S AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND LICENSORS AND CONTRACTORS 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.

You may not use or otherwise export or re-export the Service except as authorized by United States law and the laws of the jurisdiction in which the Service was obtained. In particular, but without limitation, the Service may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Service, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

The Service and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

You may not transfer or assign any rights or obligations you have under this Agreement without RFCU's prior written consent, which it may withhold in its sole discretion. RFCU reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. RFCU may also assign or delegate certain of its rights and responsibilities under this Agreement to affiliates, independent contractors or other third parties.

If RFCU has reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, it may: terminate, suspend or limit your access to or use of the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as it deems appropriate; refuse to provide the Service to you in the future; and/or take legal action against you. In addition, RFCU, in its sole discretion, reserves the right to terminate this Agreement, and access to or use of the Service for any reason or no reason and at any time. These remedies are cumulative and are in addition to the other rights and remedies available to RFCU under this Agreement, by law or otherwise.

In the event of a claim or dispute arising out of, affecting, or relating to the Service, and/or any aspect of your relationship with us, you agree that such claim or dispute shall be governed by the terms and provisions of the Arbitration and Waiver of Class Action ("Arbitration Provision") set forth in the Account and Electronic Services Agreements. All terms and provisions set forth in the Arbitration Provision are incorporated by reference herein and shall be deemed to have the same force and effect as though fully set forth herein. To the extent that any terms set forth in this Agreement are inconsistent with the Arbitration Provision, the terms of the Arbitration Provision shall control.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflicts of laws provisions of Alabama or any other state. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. You agree that any claim or dispute you may have against us (other than those which are arbitrated in compliance with this Agreement) must be resolved by a court located in Madison County, Alabama. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. **Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under this Agreement.**

You shall indemnify and hold harmless RFCU and its affiliates and their licensors, contractors, and business partners and their affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement or your use of the Service. You hereby release RFCU and its affiliates and their licensors, contractors, and business partners, and their affiliates, and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you and one or more other users of the Service. In addition, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

RFCU shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on RFCU's part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

You agree that this Agreement is the complete and exclusive statement of the agreement between you and RFCU with respect to the Service, sets forth the entire understanding between RFCU and you with respect to the Service, and the website through which the Service is offered, and supersedes any proposal or prior agreement, oral or written, and any other communications between you and RFCU. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. 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. Any terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of this Agreement will prevail.

#### **Notices to You.**

You agree that RFCU may provide notice to you by posting it on the Credit Union's website or the Service, by sending you an in-product message within the Service, emailing it to an email address that you have provided previously, mailing it to any postal address that you have provide, or by sending it as a text message to any mobile phone number that you have provided, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures. RFCU reserves the right to charge you a reasonable fee to respond to each such request. You may terminate your consent to receive required disclosures through electronic communications by contacting RFCU in writing. RFCU reserves the right to terminate your use of the Service if you withdraw your consent to receive electronic communications. By giving us your telephone number, you are affirming that you have the right to provide consent for Redstone Federal Credit Union and any related affiliates/third parties to contact you on the mobile phone number, including a residential number. You agree to contact via automated telephone dialing (auto dialer), text messages or prerecorded or artificial messages for any reason, except marketing and understand your mobile provider may assess message or data rates. You may revoke this consent for calls (except calls made for emergency purposes) at any time by: 1) sending written notification to: Redstone Federal Credit Union, ATTN: Member Support Services, 220 Wynn Drive, Huntsville, Alabama 35893; or 2) calling the Credit Union at 256-837-6110 or 800-234-1234; or 3) emailing us at [info@redfcu.org](mailto:info@redfcu.org); or 4) by visiting a branch near you.

#### **REMOTE DEPOSIT CAPTURE SERVICES DISCLOSURE AND AGREEMENT**

Remote Deposit Capture is only available via a mobile device for consumer accounts. You must be 13 years of age to qualify for Remote Deposit Capture. You must be a member for at least 90 days to qualify for Remote Deposit Capture. Additional qualification times apply for members with a Safeguard and Gateway Checking Accounts

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean the (consumer or business) that applied for and/or uses any of the Remote Deposit Capture Software and/or Services (the "Services"), provided by Verifi Software LLC described in this Disclosure and Agreement. The words "you," "your," and "yours" mean Redstone Federal Credit Union. My Application for use of the Remote Deposit Capture Services, your notification of approval of my Application, and my Redstone Federal Credit Union Account and Electronic Services Agreement and its accompanying Account Rate Sheet and Fee Schedule are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Application, your approval, or the Account and Electronic Services Agreement, this Disclosure and Agreement will control.

**Use of the Services.** Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper checks I receive to my account with you (the "Account") by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. I agree to comply with the hardware and software requirements set forth in Exhibit "A" located at the end of this Disclosure and Agreement. Upon receipt of the digital image, you will review the image for acceptability. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

**Compliance with Law.** I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

**Check Requirements.** Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will endorse the back of the original check. My endorsement will include my signature and the following information: Date and the words "For Mobile Deposit Only at RFCU." The image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

**Rejection of Deposit.** You are not liable for any service, late, or other charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to my Account due to an item being returned.

**Items Returned Unpaid.** A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.

**Email Address.** I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items.

**Unavailability of Services.** I understand and agree that the Services may at times be temporarily unavailable due to Redstone Federal Credit Union's system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or through your ATMs or ITMs or by mailing the original check to you at 220 Wynn Drive, Huntsville, AL 35893. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will notify me of items that are rejected following the rejection.

**Business Day and Availability Disclosure.** Your business days are Monday through Friday, except holidays. Your business hours are 9 a.m. to 5 p.m., Central Standard Time, each business day.

**Funds Availability.** I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Huntsville, Alabama. With regard to the availability of deposits made using the Services, such funds will be available as set forth in the Funds Availability Agreement contained in the Account and Electronic Services Agreement.

**Internal Controls.** I understand and agree to adhere to the following Internal Controls:

To prevent unauthorized usage of the Service, I agree to ensure the security of the mobile device and/or personal computer that I own and use for the Service. By securing these devices, I specifically mean installing operating system patches, antivirus software, firewall and spyware detection, as applicable, and keeping this security software current, as well as, securing the physical device from theft or unauthorized use. Additionally, I understand that Redstone Federal Credit Union may require additional controls as needed in the future.

**Accountholder's Warranties.** I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

- 1) Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- 2) The amount, the payee, signature(s), and indorsement(s) on the original check are legible, genuine, and accurate.
- 3) I will not deposit or otherwise indorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- 4) Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
- 5) I have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- 6) I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- 7) The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.
- 8) I have not knowingly failed to communicate any material information to you.
- 9) I have possession of each original check deposited using the Services and no party will submit the original check for payment.
- 10) Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

**Storage of Original Checks.** Upon receipt of a confirmation from RFCU that you have received the image of an item, I agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not represented for payment. And, I agree never to represent the item. I will promptly provide any retained item, or a sufficient copy of the front and back of the item, to RFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for RFCU's audit purposes.

**Securing Images on Mobile Devices.** When using RFCU Mobile, I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile device remains securely in my possession until the deposit has been completed or to delete the associated images from the application.

**Accountholder's Indemnification Obligation.** I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys'



fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

**In Case of Errors.** In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, I will immediately contact you regarding such error or breach as set forth below.

Telephone you at: (256) 837-6110 or 800-234-1234 (long distance only)

E-mail you at: [info@redfcu.org](mailto:info@redfcu.org)

Or, write you at: 220 Wynn Drive, Huntsville, Alabama 35893

**Limitation of Liability.** I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement.

**Charges for Use of the Services.** All charges associated with the Services are disclosed in your Fee Schedule which is incorporated and made a part of this Disclosure and Agreement.

**Warranties.** I understand that REDSTONE FEDERAL CREDIT UNION does not make any warranties on equipment, hardware, software or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. REDSTONE FEDERAL CREDIT UNION is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, or REDSTONE FEDERAL CREDIT UNION'S use of any of them or arising in any way from the installation, use, or maintenance of my personal computer hardware, software, or other equipment.

**Change in Terms.** You may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.

**Termination of the Services.** I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time upon written notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

**Relationship to Other Disclosures.** The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

**Governing Law.** I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Alabama, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of Alabama.

**Periodic Statement.** Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you in writing of any error relating to images transmitted using the Services by no later than 60 days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

**Limitations on Frequency and Dollar Amount.** I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

**Unacceptable Deposits.** I understand and agree that I am not permitted to deposit the following items using the Services:

- 1) Any item drawn on my account or my affiliate's account.
- 2) Any item that is stamped with a "non-negotiable" watermark.

- 3) Any item that contains evidence of alteration to the information on the check.
- 4) Any item issued by a financial institution in a foreign country.
- 5) Any item that is incomplete.
- 6) Any item that is "stale dated" or "post dated."
- 7) Savings Bonds
- 8) Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party.

**Confidentiality.** I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

**Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

**Relationship.** This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

## **EXHIBIT "A"**

### **INSTRUCTIONS FOR REMOTE DEPOSIT CAPTURE SERVICES**

In order to use Remote Deposit Capture via a mobile device, the member's mobile device:

- Must be an Android® or an iPhone®,
- Must have RFCU's Mobile App downloaded to the mobile device,
- Must be able to capture an image of the item,
- Must be able to process or utilize the software necessary to facilitate the electronic clearing of the captured item, and
- Must be able to transmit the image electronically.

Hardware and Software Requirements: ***(When Services via a desktop scanner becomes available.)***

In order to utilize the Services via a desktop scanner, the member must have the following hardware and software in the indicated specifications:

- Workstation: 933MHZ or equivalent, 512 MB RAM, USB 2.0 Port, keyboard, mouse, monitor
- Windows 2000 Professional SP6, XP SP2, Vista; MAC OSX 10.4 and above; Windows XP (32-bit); or Windows 7 operating systems hardware
- Microsoft Internet Explorer version 6.0 or higher, Mozilla Firefox - latest version, Apple Safari - 3.0.4 or higher, or Google Chrome - 2.0.172.39 or higher
- Broadband or DSL type Internet access, with a minimum of 128Kbps download speed. Dial up access may be used but system performance is not guaranteed.

- Java Runtime Environment (JRE) - JRE 1.4.2 or higher (web browser plug-in)
- Scanners: ***(When Services via a desktop scanner becomes available.)***
  - Canon CR-180, CR-55, or CR-25
  - Digital Check Tellerscan 215; Tellerscan 230-35,65,100; Tellerscan 4120; CheXpress CX30
  - MagTek Excella STX, Excella
  - Panini VisionX 1F, 50, 75, 100; I:Deal
  - RDM EC7000i
  - TWAIN compliant scanners with TWAIN drivers installed
  - TWAIN compliant "All in One" copier scanners
- Note for Mac users: ONLY TWAIN compliant scanners or Ethernet-attached MagTek scanners are approved for use.

**NOTE: Image quality of all items must comply with the requirements as established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.**

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**FACTS** **WHAT DOES REDSTONE FEDERAL CREDIT UNION® DO WITH YOUR PERSONAL INFORMATION?**

**Why?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Payment history and credit card and other debt
- Credit history and checking account information

When you are *no longer* our member, we continue to share your information as described in this notice.

**How?** All financial companies need to share members’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members’ personal information; the reasons Redstone Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Redstone Federal Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates’ everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates’ everyday business purposes</b> – information about your creditworthiness	No	We don’t share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

**To limit our sharing**

- Visit us online: [optout.redfcu.org](http://optout.redfcu.org) or
- Mail the form below

**Please note:** If you are a *new* member, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

**Questions?** Call toll-free 1-800-234-1234 or go to [www.redfcu.org/contact-page](http://www.redfcu.org/contact-page)

✂ **Mail-in Form**

Mark any/all you want to limit: <ul style="list-style-type: none"> <li><input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.</li> <li><input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.</li> <li><input type="checkbox"/> Do not share my personal information with the Association of the United States Army (“AUSA”) to market their products and services to me.</li> <li><input type="checkbox"/> Except for sharing with AUSA, do not share my personal information with nonaffiliates to market their products and services to me.</li> </ul>		
<b>Name</b>		Mail to:  Redstone Federal Credit Union 220 Wynn Drive Huntsville, AL 35893
<b>Address</b>		
<b>City, State, Zip</b>		
<b>Member Number</b>		

Who we are	
<b>Who is providing this notice?</b>	Redstone Federal Credit Union
What we do	
<b>How does Redstone Federal Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Redstone Federal Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• apply for a loan or open an account</li> <li>• pay your bills or use your debit or credit card</li> <li>• make deposits and withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include financial companies such as Redstone Services Group<sup>SM</sup>, LLC, Redstone Services Group, LLC DBA Redstone Insurance Services<sup>SM</sup>, Redstone Family Realty, LLC, and Redstone Title Services, LLC and nonfinancial companies such as Redstone Consulting Group, LLC, RS Alliance Group LLC, and Ascent Security Group, LLC.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Nonaffiliates we share with can include nonprofit organizations.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include insurance providers, financial service providers, credit card companies, product and service marketing companies, and retailers.</i></li> </ul>

## Your Billing Rights

### Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

**Redstone Federal Credit Union®;**  
**220 Wynn Drive**  
**Huntsville, Alabama 35893**

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within sixty (60) days after the error appeared on your statement.
- At least three (3) business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### What Will Happen After We Receive Your Letter

#### **When we receive your letter, we must do two things:**

1. Within thirty (30) days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within ninety (90) days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

#### **While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

## After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within ten (10) days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

## Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within one hundred (100) miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

**Redstone Federal Credit Union®**  
**220 Wynn Drive**  
**Huntsville, Alabama 35893**

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

## Error Resolution Notice

In case of errors or questions about your electronic transfer, telephone us at (256) 837-6110 (local) or (800) 234-1234 (long distance only), email us at [info@redfcu.org](mailto:info@redfcu.org) or write us at:

**Redstone Federal Credit Union®**  
**ATTN: Member Support Services**  
**220 Wynn Drive**  
**Huntsville, Alabama 35893**

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 or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).

2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (or ninety (90) days for foreign-initiated transactions and all transfers resulting from point-of-sale debit card transactions or a transaction occurring within the first thirty (30) days after deposit to a new account) to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days (five (5) business days for point-of-sale debit card transactions or twenty (20) business days if your account has been open for thirty (30) days or less) for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days of completing our investigation. If we decide that there is no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.



The following fees may be assessed in connection with your account(s) as described in the Account and Electronic Services Agreement, Estate Account Agreement, and various other account disclosures. Fees are subject to change. All fees that are deducted from your account will appear on your account statement.

Miscellaneous Account Fees	
Address Locator Fee	\$5 per occurrence
Coin Deposit System/Coin Counting Fee (per use)	4% of total coin over 25¢
Escheat Fee	\$25 per member (if available in account)
Extension Payment Fee (Skip-a-Pay)	\$35 per request
Foreign Bank Check Fee	Fees varies per item and are determined by the foreign bank
Foreign Check Collection Mailing Fee	Up to \$25 per item (Fee varies depending on mail service)
Foreign Collection Item Fee (check/item request must equal \$300 - \$2500 USD)	\$35 per item
Foreign Returned Check Item Fee (per item)	\$35 per presentment
International Fee/Int. Conv. Fee (for international debit card conversions)	Up to 1% of transaction amount per transaction
Money Order Fee	\$2 per item
Network ATM Fees (transactions made using non-RFCU® ATMs)	\$.50 per ATM inquiry or transfer \$1 per ATM withdrawal
Official Check Fee	\$5 per item
Research Fee (if over one hour)	\$20 per hour (over one hour)
Remove Joint Fee (after first request within 6 month period)	\$25 per request
Savings Reopening Fee	\$20 per request
Stop Payment Order Fee	\$25 per check, official check, money order, Zelle, TransferNow, or ACH request
Verification of Deposit (VOD) Fee	\$10 per VOD request completed

Document Copy Fees	
Bill Pay Check Copy Fee	\$20 per check
Check Copy Fee	\$3 per check
Debit/Credit Card Receipt Copy Fee	Up to \$12 per copy
Miscellaneous	\$3 per copy
Statement Copy Fee	\$3 per copy

Safe Deposit Box Fees	Contents in safe deposit box are <i>not</i> insured against loss by RFCU or NCUA
Rental Fees (per year)	3x5x24 – \$25 5x5x24 – \$35 3x10x24 – \$50 5x10x24 – \$70 10x10x24 – \$100
SDB Late Charge	\$5 per month
Safe Deposit Box Drilling/Key Replacement Fee	\$150 per box

Checking Account Fees	
<i>Checking Maintenance Fees waived for members aged 24 and younger</i>	
Easy Checking Maintenance Fee	\$3.00 per month (waived with 1 Direct Deposit or 4 or more POS debit card transactions posted to checking account per month)
Rewards Checking Maintenance Fee	\$8.00 per month (waived with 1 Direct Deposit or 4 or more POS debit card transactions posted to checking account per month)
Safeguard Checking Maintenance Fee	\$8 per month with eStatements / \$10 per month with paper statement
Checking Reinstatement Fee	\$25 per request
Customized Checks	Price varies based on type ordered
Debit/Credit Card Rush Order Fee	\$35 per order
Dormant Checking Fee	\$5 per month

Non-Sufficient Funds (NSF) Fees - (Items returned unpaid) <sup>1</sup>	
Chargeback Fee (returned check deposit)	\$25 per presentment
Insufficient Funds Charge <sup>2</sup>	\$25 per presentment
Management (Mgt) Hold Fee	\$25 per occurrence
Returned Item Chargeback Fee	\$25 per presentment
Uncollected Funds Charge <sup>2</sup>	\$25 per presentment

Overdraft Fees - (Items are paid) <sup>1</sup>	
Insufficient Funds Charge <sup>2</sup>	\$25 per presentment
Max OD Limit Fee	\$25 per occurrence
Overdraft Privilege Fee	\$25 per occurrence
Premium OD Usage Fee	\$25 per occurrence
Uncollected Funds Charge <sup>2</sup>	\$25 per presentment

Money Movement Fees	
TransferNow Fees (per outbound request)	\$3 for same business day \$2 for next business day Free for standard 3 business day
Wire Fees	\$16 per domestic wire \$30 per international wire

<sup>1</sup> Fee is charged if you do not have a sufficient available balance in your account. Check and ACH payment transactions that are returned unpaid may be presented to us for payment again until paid. You may be charged an NSF Fee or Overdraft Fee each time a transaction is presented for payment, even if it was previously declined and a fee was previously charged.

<sup>2</sup>The fee will be charged whether the item is paid or it is returned unpaid.

This Credit Union is federally insured by the National Credit Union Administration.