

Registration Disclosure

GENERAL ONLINE & MOBILE BANKING AGREEMENT

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

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

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

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

ACCOUNT OWNERSHIP/ACCURATE INFORMATION: You represent that you are a legal owner of the account(s) and other financial information which may be accessed via Online and Mobile Banking. You represent and agree that all information you provide to us in connection with your use of Online and Mobile Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of using these services. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the device you will use to access Online and Mobile Banking, and the services therein.

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

- View deposit and loan account balances and history;
- Transfer funds between your deposit accounts at the Credit Union (excluding Term Share Certificates and IRAs), and establish recurring transfers;
- Transfer loan payments from related share, club, Money Market, or share draft accounts;
- Transfer loan payments from external accounts;
- Perform “Person to Person” payments

- Add overdraft sources;
- Make deposits to eligible accounts through Remote Check Deposit (if eligible);
- Access e-Statements (if enrolled);
- Access Bill Pay service (if enrolled);
- Verify cleared transactions and view images of cleared checks;
- Attach images to transactions for detailed recordkeeping;
- Configure Account and/or Security Alerts;
- Change Username/Password;
- Use Card Controls for debit and credit cards;
- Transfer funds to other Credit Union accountholders (Member to Member);
- View Credit Union locations;
- View Credit Card transactions;
- Order/reorder checks;
- Place check stop payment orders;
- Access online application portals for new accounts and loans; and
- Transfer to and from external accounts via ACH, Instant Payments through Real Time Payments (RTP) or FedNow

We reserve the right to limit the types and number of accounts that are eligible for the Service. Further, we reserve the right to refuse to make any transaction you request through Online or Mobile Banking. We also reserve the right to modify the scope of the service at any time. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supported by all devices. The Credit Union cannot guarantee, and is not responsible for, issues arising from the data services provided by your mobile carrier, such as data outages or "out of range" issues. When installing the Mobile Banking application to your device, you were asked to allow certain permissions. Some permissions were optional, and others were required for successful installation. You understand that opting out of permissions may prevent you from using the Mobile Banking application to its fullest capacity.

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

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

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

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

LIMITATIONS: We may limit the type, frequency, total dollar amount, and number of transactions, services, and functionality of Online and Mobile Banking for security purposes and may change or impose the limits without notice, at our option. We may add, remove, or modify any services or functionality of Online and Mobile Banking at any time

and without notice. The account balance and transaction history information may be limited to recent account information involving your accounts.

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

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

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

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

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

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

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

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

INAPPROPRIATE TRANSACTIONS: You warrant and agree that you will not use Online and Mobile Banking or any other Credit Union accounts or services to make or facilitate any illegal transaction(s) as determined by applicable law. You further agree that any such use, including any such authorized use, will constitute a breach of this

Agreement. You agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account(s) or services.

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

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

LIABILITY FOR FAILURE TO MAKE A TRANSACTION: Under no circumstances will the Credit Union be liable for consequential, indirect, or punitive costs or damages. The Credit Union will carry out your instructions in a reasonable manner. If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our Agreement with you, the Credit Union may be liable for your losses or damages. If the Credit Union does not complete a transaction to or from your account in the correct amount according to our Agreement with you, the Credit Union's damages are limited to \$5,000.00. The Credit Union has no liability for its failure to complete a transaction if:

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

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

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

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

IN CASE OF ERRORS OR QUESTIONS ABOUT TRANSACTIONS: In case of errors or questions about your electronic transfers, contact us as soon as you can. Telephoning us at (256) 543-7040 or (800)470-0704 is the best way of reducing your possible losses, or you may write us at: Emblem Credit Union, P.O. Box 1400, Gadsden, Alabama 35902. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide us with your name and account number, a description of the transfer you are unsure about (including the transaction type, date and a clear explanation of why you believe it is an error), and the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and will correct the error within one (1) business day after determining that an error occurred. If we need more time, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you within two (2) business days, after providing the provisional credit, with the amount you think is in error and the date, so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an error occurred. We will tell you the results within three (3) business days after completing our investigation. If we decided that there was no error, we will send you a written explanation.

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

E-STATEMENTS

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

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

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

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

THIRD-PARTY SERVICE PROVIDER: Access to e-Statement service is made available pursuant to a license agreement with the Credit Union. Any interruption of Service or access will prevent your use of the Service. To utilize

the Services, you will need to login to Online Banking or Mobile Banking and otherwise satisfy the system's security procedures. Detailed instructions for use of e-Statement service are contained in the online help menus available while using the Service.

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

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

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

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

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

BILL PAY

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

- View pending payments;
- View your payment history;
- Perform payee maintenance (e.g., change vendor name and address);
- Add one vendor payment or multiple vendor payments at one time;
- Contact support;
- Make payments; and
- Schedule payments.

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

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

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

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

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

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

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

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

TRANSACTION PROCESSING: Transaction Types: You may pay one-time or recurring bills through online Bill Pay. Payments may be made from share or share draft accounts. Some vendors will not accept electronic payments made through online bill payer systems. As payee information is added, the system will state whether or not electronic payments will be accepted or paper checks will be mailed.

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

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

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

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

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

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

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

pay child-support or alimony, or to make payments to other categories of payees that the Credit Union establishes from time to time.

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

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

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

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

REMOTE CHECK DEPOSIT

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

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

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

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

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

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

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

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

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

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

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

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Credit Union's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Credit Union account.
- Checks payable on sight or payable through drafts, as defined in Reg. CC.
- Checks with any endorsement on the back, other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
- Checks that are prohibited by the Credit Union's current agreement and disclosures governing your account(s).
- Checks that are in violation of any federal or state law, rule, or regulation.
- Checks that are credit card advance or other loan advance instruments.
- Any check requiring signature and/or additional identification.

ENDORSEMENTS, REQUIREMENTS, AND PROCEDURES: You agree to restrictively endorse any item transmitted through the Remote Check Deposit service as "FOR MOBILE DEPOSIT ONLY at EMBLEMCU" or as otherwise instructed by us. Each image must provide all information on the front and back of the original check at the time

presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check, and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

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

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

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

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

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

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

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

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

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

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit nor re-present the original item.
- All information you provide to the Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations including, as applicable, Regulation E and Regulation CC, and specifically agree to all warranties of Subpart D to Regulation CC, as applicable.
- You are not aware of any factor which may impair the collectability of the item.
- You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware.

- You agree to indemnify and hold harmless the Credit Union from any loss for breach of this warranty provision, or costs or expenses related to or arising from any breach including the Credit Union's reasonable legal expenses and attorney's fees.

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

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

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

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

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

Instant Payment Services Agreement

(RTP and FedNow)

This Instant Payment Services Agreement (this "Agreement") is made between Emblem Credit Union ("we," "us," "our," "Credit Union,") and the member ("Member"). This Agreement governs Member's use of the Instant Payments Services described below (the "Service"). Capitalized terms used herein that are not otherwise defined shall have the meaning set forth in the Uniform Commercial Code as implemented for the state of Alabama (the "UCC") or as defined under applicable Laws (defined below). As used herein, the term "Payment" or "Transaction" shall mean a FedNow Payment or an RTP Payment, as applicable and as defined below. "Account" or "Accounts" means one or more checking, savings, money market deposit, certificates of deposit, or loan accounts that Member has with Credit Union.

1) FedNow Service.

- a) Description of Service. The FedNow Service allows Member to initiate domestic, final, irrevocable payments from its Account to other Persons in real time through a funds-transfer system owned and operated by the Federal Reserve Banks and governed by Regulation J, Subpart C and as set forth in this Section 1 (the "FedNow Service" or the "Service"). The FedNow Service does not include the Fedwire Funds Service. The Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. The Service may, however, be unavailable from time to time, including due to scheduled or unscheduled maintenance. Payment Orders transmitted or entered by Member during periods of unavailability may be received by Credit Union but may not be processed until the Service is available. Credit Union may also suspend or terminate Member's access to the Service at any time, including if Credit Union determines

that Member used the Service in a way that violates the Agreement. In addition, Credit Union may modify or discontinue the Service at any time.

b) Definitions Applicable to the FedNow Service.

- i)** "Beneficiary" has the same meaning as in Article 4A of the UCC, except that the term is limited to a beneficiary in a funds transfer that is sent through the FedNow Service.
- ii)** "Beneficiary's bank" has the same meaning as in Article 4A of the UCC, except that: (1) the term is limited to a beneficiary's bank or credit union in a funds transfer that is sent through the FedNow Service; (2) a Federal Reserve Bank need not be identified in the Payment Order in order to be the beneficiary's bank; and (3) as otherwise defined in Regulation J, Subpart C.
- iii)** "FedNow Payment(s)" shall mean a Payment Order sent or received, as applicable, through the FedNow Service. The term FedNow Payment shall be included in the definition of "Funds transfer" as set forth in the Agreement.
- iv)** "Payment Order" shall have the same meaning as in Article 4A of the UCC, except that the term includes only instructions sent or received through the FedNow Service, and does not include automated clearing house transfers or any communication designated as not being a payment order in an Operating Circular issued by a Federal Reserve Bank under Regulation J, Subpart C.
- v)** "Person" means a natural person or a business, government, or nonprofit entity.
- vi)** "Receiving bank" has the same meaning as in Article 4A of the UCC, except that the term is limited to a receiving bank or credit union in a funds transfer that is sent through the FedNow Service.
- vii)** "Sender" has the same meaning as in Article 4A of the UCC, except that the term is limited to a sender in a funds transfer that is sent through the FedNow Service.
- viii)** FedNow Transfer Day. The FedNow Service processes payments around the clock, every day of the year. Notwithstanding the foregoing, you agree that we may settle for any FedNow Payments on your Account on any day and at any time received by us.
- ix)** Rules and Laws; Certain Defined Terms. In connection with your use of the Services, you will comply with all provisions of Subpart C of Regulation J (12 CFR § 210.40 - 47), Federal Reserve Board Operating Circular 8, as amended from time to time (the "Rules"), the rights and obligations of under Article 4A of the UCC, the Expedited Funds Availability Act (12 U.S.C. 4002(a)) and its implementing regulation, Regulation CC (12 CFR part 229), and to the extent applicable, the rights and obligations of Consumers and financial institutions under Regulation E of the CFPB (collectively, "Laws").

c) Initiating FedNow Payments. You authorize us to obtain payment for any Payment Order you initiate by debiting the amount of the Payment Order from your designated Account. Payment Orders shall be executed on the day received (regardless of the date contained in the Payment Order) subject to any restrictions or limitations set forth herein or under Laws. Accordingly, you agree not to issue a Payment Order through the FedNow Service that instructs us to execute the Payment Order or to pay the Beneficiary on a business day that is later than the funds-transfer business day on which we receive the Payment Order, unless we agree in writing with the sender to follow such instructions. You remain responsible for payment of a FedNow Payment even if we do not, for any reason, obtain payment by debiting that Account. Sending a FedNow Payment shall be limited solely to issuance electronically and through the Online System or a mobile device or such other methods set forth in the Operating Instructions.

d) Limits of FedNow Funds Transfers. Member may not send more than allowed by Laws through the Service in a single transaction, provided that Credit Union may establish a lower single transaction limit for Member (the "Per Transaction Send Limit"). Credit Union may also establish limits on total daily, weekly, or monthly transactions (the "Total Transaction Send Limit") (the Per Transaction Send Limit and Total Transaction Send Limit collectively referred to as "Limits"). Credit Union may permit Member to set lower Limits per Account or per Authorized Representative. Credit Union may choose not process any attempted FedNow Funds Transfer that exceeds the Limits or any Member specified limits. Credit Union may periodically adjust the Limits it sets at any time and will notify Member of such adjustments. Member will not use the Service to make or receive any of the following types of payments (each, a "Prohibited Payment"): (a) payments that violate or appear to violate any Law, including OFAC regulations; (b) payments to accounts domiciled outside the U.S.; (c) payments transmitted solely for the purpose of determining whether the Beneficiary account is valid (a "Test Payment"), provided that Member may send a Test Payment if it has a bona fide need to do so to determine the validity of Beneficiary provided to it by a Beneficiary that wishes to receive a payment from Member; or (d) any other payment that violates the Agreement. Member is permitted to use the Service solely for the purpose of making or receiving payments: (i) on its own behalf; or (ii) on behalf of Persons that are residents of or domiciled in the U.S. Any payment that violates the above restrictions is a Prohibited Payment.

- e) FedNow Payment Order Transmission; The Credit Union is not obligated to confirm receipt of a Payment Order. Additional information on these methods for transmitting a FedNow Payment Order and their use is in the applicable Operating Instructions. Member shall be responsible for setting up all Authorized Representatives in Online Banking who are permitted to access information and transmit Payment Orders, non-payment messages, and other FedNow information to Credit Union.
- f) Rejection of Payment Order; Failed FedNow Funds Transfer. The Credit Union is under no obligation to accept a Payment Order and may reject any Payment Order for the reasons set forth in the Agreement. It is also possible that a FedNow Funds Transfer will fail and will not be executed. A FedNow Funds Transfer may fail if (a) There are insufficient funds available in the Sender's account when the Sender submits the Payment Order; (b) The Receiving Bank or Beneficiary's Bank suspects or determines that the FedNow Funds Transfer does not comply with this Agreement or the applicable Laws; (c) The Beneficiary rejects the FedNow Funds Transfer or has declined to receive FedNow Funds Transfers; (d) The Payment Order exceeds the Limits; (e) The Beneficiary account at the Beneficiary's Bank is closed, invalid, ineligible to receive FedNow Funds Transfers, or being monitored for suspected fraudulent or other illegal activity; (f) The Sender's account at the Receiving Bank is being monitored for suspected fraudulent or other illegal activity; (g) The Receiving Bank or Beneficiary's Bank otherwise declines to process the FedNow Funds Transfer for risk management, legal, or regulatory reasons; or (h) The Service or FedNow Network is unavailable. Additionally, completion of a FedNow Funds Transfer may be delayed if it is subject to review by the Receiving Bank or Beneficiary's Institution for fraud, regulatory, or compliance purposes. FedNow Funds Transfers are typically completed within 20 seconds of transmission of the Payment Order by the Receiving Bank to the FedNow Network, unless the FedNow Funds Transfer fails or is delayed as described above, or the Payment Order is scheduled for a later time. If Member is the Sender, Credit Union will notify Member if a FedNow Funds Transfer fails. If Member is the Beneficiary, Credit Union will not communicate to Member that the FedNow Funds Transfer has failed. If Member has not received a FedNow Funds Transfer that it was expecting, Member must contact the Sender. The Credit Union may reverse any erroneous credit or debit to an Account.

2) Real Time Payments Service.

- a) Description of Service. The Real Time Payments (RTP) Service allows Member to initiate domestic, final, irrevocable payments from its Account to other Persons in real time through the RTP Network. The Service also includes the ability to send and respond to non-payment messages through the RTP Network. The Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. The Service may, however, be unavailable from time to time, including due to scheduled or unscheduled maintenance. Payment Orders transmitted or entered by Member during periods of unavailability may be received by Credit Union but may not be processed until the Service is available. Credit Union may also suspend or terminate Member's access to the Service at any time, including if Credit Union determines that Member used the Service in a way that violates the Agreement. In addition, Credit Union may modify or discontinue the Service at any time.
- b) Definitions Applicable to the RTP Service.
 - i) "Payment Order" for purposes of this Section 2 shall have the same meaning as in Article 4A of the UCC, except that the term includes only Instructions to send an RTP Funds Transfer, including a Repetitive Payment Order.
 - ii) "Person" means a natural person or a business, government, or nonprofit entity.
 - iii) "RTP Funds Transfer" means a Funds Transfer processed through the RTP Network in order to make a payment from a Sender to a Receiver.
 - iv) "RTP Network" means the real-time transfer system operated by The Clearing House.
 - v) "Receiver" means a Person that receives a payment or non-payment message through the RTP Network.
 - vi) "Receiver Addressing Information" means the Receiver's address (e.g., the Receiver's account number, routing number, telephone number, and email address, as applicable).
 - vii) "Receiving Financial Institution" means Credit Union, when Member is the Receiver, and the Receiver's financial institution, when Member is the Sender.
 - viii) "Repetitive Payment Order" means a template for a series of Payment Orders that contain most of the same information but each of which must be individually initiated by Member.
 - ix) "Sender" means a Person that sends a payment or non-payment message through the RTP Network.
 - x) "Sending Financial Institution" means Credit Union, when Member is the Sender, and the Sender's financial institution, when Member is the Receiver.
 - xi) "Service Participant" means a financial institution, including Credit Union, participating in the RTP Network.
 - xii) "Transfer Amount" means the amount of funds that the Sender directs the Sending Financial Institution to transfer to the Receiver.

- c) Requesting RTP Funds Transfers. Member may initiate an RTP Funds Transfer by transmitting a Payment Order through Online Banking, another website, or such other channels as Credit Union may make available. When Member transmits a Payment Order, Member is required to provide Receiver Addressing Information and the Transfer Amount. Member may make Payment Orders as single transactions or as Repetitive Payment Orders by establishing a template through Online Banking. By submitting a Payment Order, Member: (i) represents and warrants that the RTP Funds Transfer complies with this Agreement; and (ii) irrevocably and unconditionally authorizes Credit Union to debit the Transfer Amount, plus fees (if applicable), from the applicable Account, which Credit Union may debit immediately upon receipt of the Payment Order or at a later time. "Payment Order" for purposes of this Section 2 means an instruction to initiate an RTP Funds Transfer, including a Repetitive Payment Order.
- d) Limits of RTP Funds Transfers. Member may not send more than allowed by The Clearing House Real Time Payment Operating Rules ("RTP Network Rules") through the Service in a single transaction, provided that Credit Union may establish a lower single transaction limit for Member (the "Per Transaction Send Limit"). Credit Union may also establish limits on total daily, weekly, or monthly transactions (the "Total Transaction Send Limit") (the Per Transaction Send Limit and Total Transaction Send Limit collectively referred to as "Limits"). Credit Union may permit Member to set lower Limits per Account or per Authorized Representative. Credit Union may choose not process any attempted RTP Funds Transfer that exceeds the Limits or any Member specified limits. Credit Union may periodically adjust the Limits it sets at any time and will notify Member of such adjustments. Member will not use the Service to make or receive any of the following types of payments (each, a "Prohibited Payment"): (a) payments that violate or appear to violate any Law, including OFAC regulations; (b) payments to accounts domiciled outside the U.S.; (c) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a "Test Payment"), provided that Member may send a Test Payment if it has a bona fide need to do so to determine the validity of Receiver Addressing Information provided to it by a Receiver that wishes to receive a payment from Member; or (d) any other payment that violates the Agreement. Member is permitted to use the Service solely for the purpose of making or receiving payments: (i) on its own behalf; or (ii) on behalf of Persons that are residents of or domiciled in the U.S. Any payment that violates the above restrictions is a Prohibited Payment.
- e) Payment Order Transmission; Member may initiate an RTP Payment Order through Online Banking or through a mobile device by using the mobile banking app. Credit Union is not obligated to confirm receipt of a Payment Order. Additional information on these methods for transmitting an RTP Payment Order and their use is in the applicable Operating Instructions. Member shall be responsible for setting up all Authorized Representatives in Online Banking who are permitted to access information and transmit Payment Orders, non-payment messages, and other RTP information to Credit Union.
- f) Rejection of Payment Order; Failed RTP Funds Transfer. The Credit Union is under no obligation to accept a Payment Order and may reject any Payment Order for the reasons set forth in the Mater Agreement. It is also possible that an RTP Funds Transfer will fail and will not be executed. An RTP Funds Transfer may fail if (a) There are insufficient funds available in the Sender's account when the Sender submits the Payment Order; (b) The Sending Financial Institution or Receiving Financial Institution suspects or determines that the RTP Funds Transfer does not comply with this Agreement or the RTP Network Rules; (c) The Receiver rejects the RTP Funds Transfer or has declined to receive RTP Funds Transfers; (d) The Payment Order exceeds the Limits; (e) The Receiver's account at the Receiving Financial Institution is closed, invalid, ineligible to receive RTP Funds Transfers, or being monitored for suspected fraudulent or other illegal activity; (f) The Sender's account at the Sending Financial Institution is being monitored for suspected fraudulent or other illegal activity; (g) The Sending Financial Institution or Receiving Financial Institution otherwise declines to process the RTP Funds Transfer for risk management, legal, or regulatory reasons; or (h) The Service or RTP Network is unavailable. Additionally, completion of an RTP Funds Transfer may be delayed if it is subject to review by the Sending Financial Institution or Receiving Financial Institution for fraud, regulatory, or compliance purposes. RTP Funds Transfers are typically completed within 15 seconds of transmission of the Payment Order by the Sending Financial Institution to the RTP Network, unless the RTP Funds Transfer fails or is delayed as described above, or the Payment Order is scheduled for a later time. If Member is the Sender, Credit Union will notify Member if an RTP Funds Transfer fails. If Member is the Receiver, Credit Union will not communicate to Member that the RTP Funds Transfer has failed. If Member has not received an RTP Funds Transfer that it was expecting, Member must contact the Sender. The Credit Union may reverse any erroneous credit or debit to an Account.

3) Other Information and Requirements Applicable to all Instant Payment Services.

- a) Funds Availability.** Credit Union has no duty to execute a Payment Order if the Account lacks sufficient available funds or to check the Account to determine if there are sufficient available funds. Funds transferred through this Service(s) will be credited to the Receiver's or Beneficiary's account by the RDFI or Receiving Bank immediately upon completion of the Funds Transfer and will be available for withdrawal by the Beneficiary or Receiver immediately.
- b) Reliance on Account Number.** If we receive a Payment Order from a sender containing a number that identifies the Receiver or Beneficiary, we shall rely solely on the account number, even if it identifies a Beneficiary or Receiver different from Beneficiary or Receiver identified by name in the Payment Order, so long as we do not have actual knowledge of such an inconsistency in identification. You agree that we have no duty to detect any such inconsistency in identification.
- c) Unauthorized Transactions.** If you are a consumer, which means you are natural person using the Service primarily for personal, family or household purposes, then this section applies to you. To the extent a Service transaction is an "electronic fund transfer" under Consumer Financial Protection Bureau Regulation E ("REG E"), tell us AT ONCE if you believe your user name, password or access credentials of the Service have been lost or stolen, or if you believe that transaction through the Service has been made without your permission. Telephoning is the best way of keeping your possible losses down. Call us at the number for the Credit Union provided in Section 3.i below (Notices). You could lose all the money in your Accounts (plus maximum overdraft protection or the maximum amount of any line of credit established with us). If you tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50.00 if someone used your user name, password or access credentials for the Service or made a transaction without your authorization. If you do NOT tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, and we can prove we could have stopped someone from using your user name, password or access credentials or the Service without your authorization if you had told us, you could lose as much as \$500.00. Also, if your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, electronically transmitted, or otherwise made available 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 hospital stay) kept you from telling us, we will extend the time periods as may be reasonable under the circumstances.
- d) Credit Union's Failure to Complete a Transaction.** To the extent that a Service transaction is an "electronic fund transfer" under Reg E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages. However, we will not be liable (and any Payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:
- i)** Through no fault of ours, the Account selected by you does not contain sufficient available funds to complete the Payment;
 - ii)** The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
 - iii)** Your equipment, including without limitation, any computer, mobile device, tablet, Internet service provider, telephone line, modem is not operating properly;
 - iv)** The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
 - v)** You do not properly follow the instructional materials or instructions provided in connection with the Service;
 - vi)** You do not authorize a Payment within a sufficient period of time for your Payment to be received by the payee by the due date;
 - vii)** You have not provided us with the correct payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions stored on your device's hard drive or the host system have been lost;
 - viii)** A Payee mishandles or delays the handling of Payments sent by us;
 - ix)** Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
 - x)** Your user name, password or access credentials for the Service are reported lost or stolen;
 - xi)** We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
 - xii)** You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;

- xiii) Your telephone service or Internet service provider has been disconnected or there are deficiencies in the quality of your telephone line;
- xiv) Circumstances beyond our control (such as telecommunication, Internet or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
- xv) Making a transfer would cause us to violate any law, rule, or regulation to which we are subject; or
- xvi) Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).
- xvii) There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or otherwise provided by applicable law.

e) **Error Resolution.** In case of errors or questions about your Payments, telephone us, or write us at the number or location provided in Section 3.i below (Notices) as soon as you can if you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the account activity screen of any access device for the Service, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your access device. You must:

- i) Tell us your name and the Account number.
- ii) Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- iii) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the Account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within thirty (30) days after the first deposit to the Account) to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your Account within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the Account) 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 (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the Account), we will not credit your Account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the Account) for our investigation. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

f) **Risks Associated with the Instant Payments Services.**

- i) Instant Payment Funds Transfers are irrevocable and cannot be reversed. Members should only use the Service to make payments to Persons they know. If a Person contacts a Member outside of the Service and asks for payment, Member should verify the identity, legitimacy, and contact information of the requester and the amount of payment prior to submitting a Payment Order. If Member sends a payment to a Person it does not know, or Member does not verify the identity or legitimacy of Persons that contact it and ask for payment, Member may lose the full amount of its payment. Credit Union does not provide buyer protection with respect to Funds Transfers. Members cannot reverse or dispute a Funds Transfer on the basis that: (i) it is dissatisfied with the goods or services provided by the Beneficiary or Receiver; (ii) the Beneficiary or Receiver has failed to deliver goods or perform services, whether at all or in a timely manner; or (iii) Member wishes to return purchased goods or cancel pre-paid services. Although Member may request through the Service that a Beneficiary or Receiver return funds to Member, the Beneficiary or Receiver is not obligated to do so. Member can request a return of funds from the Beneficiary or Receiver in such circumstances as where the incorrect amount of funds was transferred because Member entered the incorrect Transfer Amount or funds were sent to someone other than Member's intended Beneficiary or Receiver because Member incorrectly entered the incorrect information, including the

Receiver Addressing Information or the Receiver Addressing Information entered and being associated with someone other than Member's intended Beneficiary or Receiver.

- ii) If a Member wishes to request that a Beneficiary or Receiver return funds that Member sent through the Service (a "Return Request"), Member should contact Credit Union at the telephone set forth in Section 3.i below (Notices) on a Business Day. Credit Union may, but is not obligated to, transmit the Return Request to the Receiving Financial Institution or Receiving Bank through the Service or indemnify the Receiving Bank or Receiving Financial Institution. Credit Union cannot guarantee that the funds will be returned in whole or in part. By requesting that Credit Union transmit a Return Request, Member agrees to indemnify Credit Union for all actions, costs, claims, losses, damages or expenses, including attorney's fees and expenses incurred, and will provide any additional indemnification or other assurance requested by Credit Union, in connection with such request. Any dispute between Member and a Beneficiary or Receiver must be resolved directly between Member and the Beneficiary or Receiver. Credit Union has no responsibility for and shall not be liable to Member in connection with, any dispute between Member and a Beneficiary or Receiver.
 - iii) By submitting a Payment Order, Member irrevocably and unconditionally authorizes Credit Union to initiate a payment using the information, including the Receiver Addressing Information, provided by Member. CREDIT UNION MAKES NO REPRESENTATION THAT THE INFORMATION AVAILABLE TO IT THROUGH THE SERVICE IS CORRECT, AND MEMBER IS RESPONSIBLE FOR VERIFYING THAT THE BENEFICIARY INFORMATION OR RECEIVER ADDRESSING INFORMATION IS ACCURATE AND COMPLETE, THAT SUCH INFORMATION IS ASSOCIATED WITH MEMBER'S INTENDED BENEFICIARY OR RECEIVER, AND THAT THE TRANSFER AMOUNT IS CORRECT PRIOR TO SUBMITTING A PAYMENT ORDER. CREDIT UNION HAS NO OBLIGATION TO VERIFY THE ACCURACY OR COMPLETENESS OF THE BENEFICIARY INFORMATION OR RECEIVER ADDRESSING INFORMATION OR THAT THE RECEIVER ADDRESSING INFORMATION OR BENEFICIARY INFORMATION IS ASSOCIATED WITH MEMBER'S INTENDED BENEFICIARY OR RECEIVER. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, CREDIT UNION'S SOLE OBLIGATION SHALL BE TO INITIATE A PAYMENT THROUGH THE SERVICE IN THE TRANSFER AMOUNT INDICATED BY MEMBER USING THE BENEFICIARY INFORMATION OR RECEIVER ADDRESSING INFORMATION PROVIDED BY MEMBER. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, CREDIT UNION HAS NO LIABILITY TO MEMBER WITH RESPECT TO ANY LOSS MEMBER EXPERIENCES DUE TO THE INACCURACY OR INCOMPLETENESS OF SUCH BENEFICIARY INFORMATION OR RECEIVER ADDRESSING INFORMATION, THE FAILURE OF SUCH INFORMATION TO BE ASSOCIATED WITH MEMBER'S INTENDED BENEFICIARY OR RECEIVER, OR MEMBER'S FAILURE TO CORRECTLY ENTER THE BENEFICIARY INFORMATION OR RECEIVER ADDRESSING INFORMATION OR TRANSFER AMOUNT.
 - iv) Member further agrees that: (i) Credit Union has no obligation to, but may, review and refuse to process any non-payment message or remittance information for any reason; and (ii) Member is solely responsible for all information sent on its behalf in a non-payment message or included in remittance information.
- g) Limitation of Liability; Indemnity.**
- i) **No Responsibility for Instant Payment Services.** You agree that we will have no liability for the negligence or nonperformance of operator of the Instant Payments Services.
 - ii) **Limited Damages.** We will only be liable to you for losses caused by our gross negligence or our material breach of this Agreement, and the sole measure of any damages associated with any loss caused by such gross negligence or breach will be the costs of resubmission of the Payment Order. In no event will we be responsible or liable to you or any third party for any consequential damages beyond the costs of resubmission due to our negligence or breach.
 - iii) **Causes Beyond Our Control.** We will have no liability for delays or consequential damages that are the result of causes beyond our control, including, without limitation, weather, natural disaster, civil disorder, or negligence of the Federal Reserve Board, The Clearing House, any intermediary or any third-party. You are solely responsible for the reviewing and confirming the accuracy and timeliness of Instant Payments. Accordingly, we are not responsible and we will have no liability for: (i) your mistakes with regard to any Instant Payments or regarding any other information you generate; (ii) delays or losses occasioned by improper, inaccurate, or incorrect Instant Payments unless caused by our gross negligence; or (iii) your untimely performance with regard to any Instant Payments. Further, we will not be liable for mistakes in, untimeliness of, or errors in, processing or accounting functions, damages,

errors, negligence, mistakes, or other nonperformance by the Federal Reserve Board, The Clearing House, any Sender or Beneficiary, any other financial institution, or any other third party.

iv) Indemnity. In addition to and without limiting Member's indemnity obligations otherwise set forth in this Agreement or any other agreement between you and us, you agree to indemnify us and hold us harmless from and against any liability we may incur in connection with our provision of Instant Payment Services pursuant to this Agreement, including liability arising by virtue of: (i) any Funds Transfer you originate through the Service; (ii) incomplete, inaccurate, improperly formatted, or fraudulent information you submit; (iii) our acceptance of any Funds Transfer through the Service; (iv) any other aspect of our provision of Services pursuant to this Agreement; (v) your breach of any provision of this Agreement; (vi) any Funds Transfer through the Service that is unauthorized, duplicate, incorrect or erroneous; or (vii) any claims that a communication to you through the Service was unauthorized when such communication utilizes contact information provided to us by you; provided, however, that your indemnification obligation under this Agreement will not apply in the case of any liability incurred by us to the extent caused by our own gross negligence or willful misconduct. This provision shall survive the termination of this Agreement.

h) Authority. You hereby represent and warrant that you have full right, authority and power to approve, execute, deliver and perform this Agreement. If the Account is a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop or change Payments, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of or notify any other of you. However, each of you will only be permitted to access Accounts for which you are an owner or authorized user. You individually release us from any liability and agree not to make a claim or bring any action against us for honoring or allowing any actions or transactions where you perform the action or transaction, or you otherwise authorized a person to use your Account. You agree to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorneys' fees) arising from any such claims or actions.

i) Notices. All notices to the Credit Union hereunder shall be in writing and sent to Emblem Credit Union at PO Box 1400 Gadsden, AL 35902, and all notices, confirmation, and advices to Member shall be sent to Member at the address on file with the Credit Union. For situations that do not require written notice, you may call us at 1-800-470-0704. Credit Union shall have a reasonable time in which to act on any notice addressed to it, which shall be at least two (2) Business Days after receipt. Any notice by Member to Credit Union shall for the purposes hereof be hand delivered or mailed by first class mail to Credit Union and shall be deemed given to Credit Union on the date Credit Union actually receives such notice. Any notice, transfer advice, or account statement shall for purposes hereof be deemed transmitted by the Credit Union to Member if hand delivered to Member, mailed by first class mail to Member. The notice address of Emblem Credit Union or Member may be amended by providing notice in the manner required herein to the other party hereto of the change in such party's notice address.

External Transfers

i. General

External transfers are those transfers between Emblem Credit Union accounts and other personal accounts at other financial institutions ("External Transfers").

External Transfers may be used for:

- Transfers from your Emblem account to an account at another financial institution.
- Transfers from an account at another financial institution to your Emblem account.
- Payments from another institution to your Emblem loans or credit cards.

Should you elect to use External Transfers, you agree to abide by the terms and conditions as stated herein, in addition to the terms and conditions contained in this Agreement and any other end user agreements governing or relating to such services.

ii. Eligibility

To be eligible for External Transfers, you must be at least eighteen (18) years old, have an account open at Emblem for the time prescribed by us in our sole discretion, be a member in good standing, and be an owner of the account at the other institution.

iii. Account Validation for External Accounts

You authorize us to validate any external account in a manner selected by us, including through the use of micro-deposits. If we choose to utilize micro-deposits to verify the external account, two low value deposits will be transferred into (and debited out of) your designated external account. Once the micro-deposits are complete, we may ask you to access your external account at the other financial institution to tell us the amount of the two micro-deposits or any additional information reported by your financial institution with these micro-deposits. We may also verify external accounts by requiring you to submit proof of ownership of such external account. If you are unable to provide validation of an external account, you will not be permitted to conduct External Transfers using such external account.

iv. Accounts

By using External Transfers, you represent and warrant that the external account is a United States account and that you have the right to authorize and permit us to access your external accounts to effect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information, you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit us to use information submitted by you to accomplish these purposes. For as long as you are using External Transfers, you give us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the external accounts, effect funds transfers as described above, and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to external accounts, as fully as you might or could in person. Once we have actual knowledge that you wish to cease using External Transfers as provided in this Agreement and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us in good faith before we have actual knowledge of termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. You understand and agree that at all times your relationship with each financial institution or other provider besides Emblem is independent of your relationship with us and your use of External Transfers. We will not be responsible for any acts or omissions by the financial institution or other provider of any external account, including without limitation any modification, interruption, or discontinuance of any external account by such financial institution or other provider. You agree that we shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) our access to the external accounts; (2) our debit and/or credit or inability to debit and/or credit the external accounts in accordance with your funds transfer instructions; (3) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the external accounts; (4) any fees or charges imposed by any other financial institution or provider besides Emblem; and (5) any funds transfer limitations set by the financial institution or other providers of the external accounts. Not all types of accounts are eligible for funds transfer. We reserve the right to decline the use of any external account that we believe may present a risk to us. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the financial institution or other provider of your external account or those imposed by applicable law.

v. Transfer Processing and Limitations

The terms and conditions regarding processing External Transfers, including, but not limited to, timing for processing External Transfers, timing for processing scheduled and recurring External Transfers, and timing for ensuring sufficient available funds in the designated account to properly process External Transfers are set forth in the end user agreement governing or relating to such services.

Frequency.

We do not generally limit the number of funds transfers you may make; however, we may from time to time modify the frequency of External Transfers for security and risk management reasons.

Dollar Limits.

External Transfers are limited by dollar amount. The limitation includes a daily, weekly, and monthly limit. The amount of your limit is established at our sole discretion and will be disclosed to you at the time of your transfer. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using External Transfers.

Declining Transfers.

We reserve the right to decline to effect any funds transfer, to submit funds transfer instructions or orders, or to carry out change or cancellation requests. We do not guarantee all transfer requests will be processed without interruption.

Right to Cancel External Transfers.

You may not cancel or stop an External Transfer that is already in progress. For one-time transfers designated with a future Send Date and recurring transfers, you may cancel any transfers as long as we receive the cancellation or stop request within a reasonable time period before the Send Date or next scheduled recurring transfer. For recurring transfers, you can choose to cancel the entire recurring payment schedule or only the next scheduled transfer. If you choose to cancel the entire recurring payment schedule, all future transfers will be cancelled and you must reschedule any recurring payments you want to occur in the future.

vi. Loan Payments

You may use External Transfers to make payments to your loans at Emblem. Emblem may limit the payment amount in its sole discretion. You are responsible for canceling recurring transfers after a loan is paid in full. Recurring transfers are not recommended to make payments to loans with fluctuating payment amounts such as home equity lines of credit or personal lines of credit. If a loan payment is returned to the external account, we will reverse any credit that was made to your loan at Emblem. It is your responsibility to re-initiate the transfer or make the loan payment by other means. Emblem will not be responsible for any costs, fees, losses or damages of any kind as a result of your failure to cancel recurring transfers after a loan is paid in full or loan payment is returned to the external account.

e. Credit Card Payments

You may make payments on your Emblem credit cards by transferring funds from your Emblem account or your account at another financial institution to your credit card account at Emblem. Payments made to a credit card account can only be reversed by the Credit Union. If an incorrect payment is made, call us at (256) 543-7040 or 800-470-0704. Most payments will take three (3) business days to post to your credit card account; therefore, your available credit will not be immediately updated.

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

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