

Austin Telco Federal Credit Union Digital Banking Service Terms (the “Digital Banking Agreement”)

General. This Digital Banking Agreement applies to the Austin Telco Federal Credit Union Digital Banking Service, including those services provided through the Digital Banking Service platform such as the Bill Pay Service, the Instant Pay Service, the Mobile Deposit Service, and the other services or functionality provided through the Digital Banking Service platform from time to time (such as electronic statement services, alerts, etc.) (collectively, the “Services”). Without limiting any rights we may have under the service terms or agreements applicable to your use of any of our previous digital banking services, this Digital Banking Agreement will govern your use of the Services described above as of and from the date you accept this Digital Banking Agreement. By using the Services or by authorizing anyone else to use the Services, you agree to these terms and any additional terms that we may provide to you in accordance with this Digital Banking Agreement. This Digital Banking Agreement is in addition to and does not replace the Austin Telco Federal Credit Union Agreements and Disclosures, including, but not limited to, the Membership and Account Agreement, the Electronic Fund Transfers Agreement and Disclosure, Bill Pay Agreement and Disclosure, Electronic Document Terms and Conditions, Funds Availability Policy Disclosure, Mobile Banking Agreement, Terms of Use for Mobile Wallet, Privacy Policy, Statement Disclosure, and Truth-in-Savings Disclosures (the “Agreements and Disclosures”). In the event of any conflict between this Digital Banking Agreement and the Agreements and Disclosures, the terms of the Agreements and Disclosures will control. In the event of any conflict between this Digital Banking Agreement and any other agreements you have with us, the terms of this Digital Banking Agreement will control unless the terms of any other agreement expressly supersede the terms of this Digital Banking Agreement.

In this Digital Banking Agreement, the terms “we,” “us,” and “our” mean Austin Telco Federal Credit Union (“ATFCU”). For natural person Accounts, the words “you” and “your” mean each person who applies for the Services and each person who is an Account owner, and any other person authorized to transact business on any ATFCU Account that may be accessed by way of the Services. For business Accounts, the words “you” and “your” mean the business, all of the authorized signers on the business Account in their individual capacity, and any other person authorized to transact business on any ATFCU Account that may be accessed by way of the Services. Unless otherwise defined herein, “Account” means any ATFCU deposit, loan or share account of an individual or business owner.

Equipment and Software. You may access the Digital Banking Service by visiting our website at atfcu.org or by installing a mobile application to access the Digital Banking Service via your mobile device. You must have an ATFCU Member Number/Username and Password to access the Digital Banking Service. You also will need an Internet access device, access to the Internet, and acceptable Internet browser software. All browsers must support applicable encryption standards. As new browser security features are created, security and encryption requirements may be added by ATFCU at its discretion. You are responsible for any and all hardware, software, and Internet access fees required to access the Services. Limitations or features included with the device you use may affect your ability to access the Services.

Safeguarding Your ATFCU Member Number/Username and Password. When you use the Services, you will access your Accounts by way of your “ATFCU Member Number/Username” and “Password”. We reserve the right to require additional login procedures in order to authenticate the user. You agree to keep your ATFCU Member Number/Username and Password secure. You agree not to disclose your ATFCU Member Number/Username and Password to any third party other than those to whom you provide your express authorization and not to record or display your ATFCU Member Number/Username and Password in such a manner such that it will be accessible by unauthorized third parties. You understand that any person with access to your ATFCU Member Number/Username and Password may be able to access all of your Account information through the Services, including all deposit and loan Accounts, and to perform transactions, including withdrawing funds and transferring funds to other Accounts or persons. Subject to the Agreements and Disclosures and applicable law, you agree that the use of the ATFCU Member Number/Username and Password by you, any other applicant or other party to any of your Accounts, anyone you permit or authorize to use your ATFCU Member Number/Username and Password, and anyone to whom you disclose your ATFCU Member Number/Username and Password or otherwise give access to your ATFCU Member Number/Username and Password is deemed an “Authorized Use” for which you are liable (subject, in all cases, to the Agreements and Disclosures and applicable law). If you authorize other persons to use your ATFCU Member Number/Username and Password in any manner, your authorization is considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization, and you are responsible for any transactions made by any such persons until you notify us in writing that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon your notification.

Subject to the Agreements and Disclosures and applicable law, you are responsible for reporting the loss, theft, or compromise of your ATFCU Member Number/Username and Password to us as soon as possible after the loss, theft, or compromise. Please report the loss, theft, or compromise of your ATFCU Member Number/Username and Password in accordance with the instructions included in this Digital Banking Agreement. For your security, in the event that someone tries to access your Account without knowing your ATFCU Member Number/Username and Password, the Services may deny access to your Account. Additionally, we may restrict access to the Services if we suspect fraudulent activity. In such event, you must contact us according to the instructions included in this Digital Banking Agreement to have access to the Services restored.

Access to the Services may also utilize biometric login, where applicable. Biometric login is controlled by the biometric authentication service used on certain devices. We do not receive or store any biometric data from the login process. Your use of biometric login capabilities will not diminish or remove your obligations or responsibilities under this Digital Banking Agreement or the Agreements and Disclosures.

Personal Identification Number (PIN) and Secure Access Code (SAC). You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN) and Secure Access Codes (SAC), if a PIN or SAC is issued to you in

connection with any of the Services. A PIN or SAC may be separate from your ATFCU Member Number/Username and Password. You are responsible for safeguarding your PIN and SAC in the same manner as you are required to safeguard your ATFCU Member Number/Username and Password under this Digital Banking Agreement. If you want to terminate another person's authority to use any of the Services, you must notify ATFCU and arrange to change your PIN, as applicable.

Internet and Wireless Security. You understand that communications over public networks (e.g., from an Internet access device generally available to the public), privately managed networks (e.g. home or business networks), and wireless communications (e.g. over a wireless network generally available to the public or through a mobile device) may not be encrypted or otherwise secure and that there are risks in accessing the Services via a public, privately managed, or wireless network. Subject to the Agreements and Disclosures and applicable law, you expressly agree to assume all such risks. Communications over public networks, privately managed networks, and wireless communications (such as text messaging) may not be confidential or secure. You agree to exercise precautions to safeguard the networks over which you access the Services (such as your home network), to access the Services only from networks you reasonably believe are secure, and to exercise precautions to safeguard your mobile device, your identity, your Accounts, and your Account information from unauthorized access (over an unsecured network or otherwise). You understand that anyone who obtains possession of a mobile device of yours that has been registered for text messaging through the Services may be able to obtain your Account information without inputting your ATFCU Member Number/Username and Password. You agree never to provide your personal information or Account information to any person or through any public, unsecured private, or wireless network you do not know or whose identity you cannot verify. If you do, you assume all risks, subject to the Agreements and Disclosures and applicable law. We will never initiate unsolicited contact with you and ask you to provide us your personal or Account information, including your Social Security Number, ATFCU Member Number/Username and Password, or Account numbers. You agree not to disclose your personal and Account information in this manner for any reason. You agree to remain vigilant for phishing and other fraudulent scams and notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or ATFCU Member Number/Username and Password. You agree to notify us immediately if your mobile device is lost, stolen, or destroyed or if you change your telephone number, email address, or other contact information. You understand that, if your mobile device is lost or stolen, you may not receive important messages that we have sent to you. Subject to the Agreements and Disclosures and applicable law, we are not responsible for messages not received from us and any associated messaging fees. If you fail to exercise reasonable care to protect your identity and safeguard your mobile device and Accounts, we will not be liable (subject, in all cases, to the Agreements and Disclosures and applicable law).

Termination of the Digital Banking Service. You or any other party to your Account can terminate your access to the Digital Banking Service by notifying us. Termination of the ATFCU Digital Banking Service will also terminate access to the Services dependent on the Digital Banking Service platform. Include your name, Account number, address, signature, and date of request in your notification. Unless otherwise indicated, termination of the Digital Banking Service does not terminate your other relationships with us and is effective upon our processing of your termination request. We will use commercially reasonable efforts to process your termination request in a timely manner and in no event later than 30 days after our receipt of the request. Termination of the Services does not affect the rights and obligations of the parties to this Digital Banking Agreement for transactions initiated prior to termination. Notwithstanding your termination of the Services, you remain responsible for any transactions initiated by any person to whom you have furnished your ATFCU Member Number/Username and Password. We reserve the right to terminate your use of any of the Services at any time without prior notice.

Terms and Conditions Applicable to Specific Services. The software and other functionality supporting some or all of the Services may be provided by ATFCU's third-party service providers, and the terms and conditions applicable to those Services are set forth below. The below terms and conditions are in addition to any terms and conditions between you and the third-party service provider, if any. Capitalized terms not defined below will have the meanings attributed to them elsewhere in this Digital Banking Agreement.

DIGITAL BANKING SERVICE (AND PHONE BANKING)

Scope and Definitions. The term “Digital Banking Service” means the electronic service provided by ATFCU that allows you to perform certain Account inquiries and transactions using a device with Internet access, including without limitation through ATFCU's digital banking website and/or mobile application. For clarity, the term “Digital Banking Service” does not include the Services that may be available through, but are not part of, the Digital Banking Service. We reserve the right to modify the scope of the Digital Banking Service at any time without notice to you.

Digital Banking Functionality. The Digital Banking Service is designed to allow you to do the following:

- Transfer funds between your checking, savings, or loan accounts.
- Transfer funds to other members' accounts once set up.
- Obtain your account balances.
- Communicate with us using the Digital Banking Service's messaging platform.
- Transfer funds to and from an external checking or savings account as a bank-to-bank transfer.
- Review account balance, transaction history, current rate, and tax information for any of your deposit accounts.
- Manage how and where you can use your debit and/or credit cards.

- Manage contact information and login credentials including your secure access code (SAC).
- Choose your preferred delivery for statements and account notices.
- Interface with the Bill Pay Service, Instant Pay, and the Mobile Deposit Service.

Account Alerts. Account alerts may also be available as part of the Digital Banking Service. With the alerts service, we will send automated emails or text messages to you regarding your account. The alert service becomes effective only after you activate alerts through the alerts menu in the Digital Banking Service. You can manage alert types and suspend, stop, or edit alerts at any time. At our sole discretion, we reserve the right to change the types of alerts available or to terminate alerts service at any time. You understand that ATFCU does not encrypt alerts, and that anyone with access to your email or text messages may be able to view your alerts. Depending upon which alerts you elect to receive, messages may include information such as your account balance, payment due date, or other Account-related information. Alerts delivery may be subject to time lags and/or delays.

Phone Banking. The Digital Banking Service may also provide numbers for you to engage in phone banking. The term “Phone Banking Service” means a service by which ATFCU may allow you to perform certain Account inquiries and transactions otherwise available through the Digital Banking Service by calling a designated number. The Digital Banking Service provides the following inquiries, transactions, and other services, as and when available:

- Transfer funds between your checking, savings, or loan accounts.
- Obtain balances for any of your accounts.
- Review account balance and transaction history for any of your deposit accounts.

External Funds Transfers. External funds transfers through either the Digital Banking Service or Phone Banking Service are provided subject to the terms of this Digital Banking Agreement, the rules of the National Automated Clearing House Association (NACHA) and the ACH Networks, as well as all applicable law otherwise referenced in this Digital Banking Agreement, including without limitation the Electronic Funds Transfer Act and Regulation E, as applicable. You agree to be bound by all such rules and applicable law as in effect from time to time. We may impose limits on transfer amounts, as well as select the method by which funds are transferred at our sole discretion. You agree to pay any applicable transfer fees as set forth on the Fee Schedule published on our website (atfcu.org).

Incorporated Agreements and Laws / Regulations. You understand that the various agreements and contracts that govern your use of the above-named inquiries, transactions, and other services, including, without limitation, the Agreements and Disclosures, are hereby incorporated into this Digital Banking Agreement. Additionally, the Electronic Funds Transfer Act and Regulation E establish your rights and responsibilities under the law regarding certain types of electronic transactions and pre-authorized transfers, and the Truth in Lending Act and Regulation Z establish your rights and responsibilities under the law regarding certain types of electronic transactions that involve loans or credit cards. Through the Agreements and Disclosures or otherwise, ATFCU has provided you with the required Regulation E and Regulation Z disclosures prior to activating your ATFCU Member Number/Username and Password and providing access to these electronic services. Those disclosures are incorporated as part of this Digital Banking Agreement.

Acceptable Use. Your use of the Digital Banking Service and Phone Banking Service (and/or any Services provided through the same) is also subject to any Acceptable Use Policy as we may publish on our website (atfcu.org) from time-to-time. Without limiting the terms set forth in any such Acceptable Use Policy, you may not use the Services to:

- Infringe on any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in any mobile or software application.
- Engage in fraudulent activity or in the sale of counterfeit or stolen items, including but not limited to the use of the Services to impersonate another person or entity;
- Violate any law, statute, ordinance, or regulation including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising;
- Make false, misleading, or inaccurate statements;
- Create liability for us or our service providers, or cause us to lose, in whole or in part, the services of any of our service providers;
- Make defamatory, libelous, threatening, or harassing statements;
- Make statements that could be perceived as illegal, offensive, or objectionable;
- Interfere with or disrupt computer networks connected to the Services;
- Interfere with or disrupt the use of Services by any other user; or
- Use the Services in such a manner as to gain, or attempt to gain, unauthorized entry/access to others’ computer systems.

You understand that ATFCU may terminate your use of any Service at any time.

BILL PAY SERVICE

Scope. As part of the Service, we offer bill pay services (the “Bill Pay Service”) so that you may pay your bills to third-party creditors and payees electronically. When you enroll in Bill Pay you agree to these terms, as well as the Bill Pay Agreement and Disclosure and other applicable Agreements and Disclosures found at atfcu.org/disclosures, incorporated by reference.

Scheduled Payments. The Bill Pay Service will designate the “Scheduled Payment Date” for each payee within the application when you are scheduling the payment. The Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each payee. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual due date reflected on your payee statement unless the due date falls on a non-business day. If the actual due date falls on a non-business day, you must select a Scheduled Payment Date that is at least one (1) business day before the actual due date. Scheduled Payment Dates should be prior to any late date or grace period.

By providing ATFCU with payee names and account information, you authorize ATFCU to follow the payment instructions that it receives. To process payments more efficiently and effectively, ATFCU may edit or alter payment data or data formats in accordance with payee directives. ATFCU reserves the right in its sole discretion to select the method in which to remit funds through the Bill Pay Service on your behalf to your payee. You may cancel or edit any scheduled payment (including recurring payments) by following the directions within the Bill Pay Service. Once we have begun processing a payment, you cannot cancel or edit it. The Bill Pay Service prohibits payments to payees outside of the United States or its territories. It is unlawful to use the Bill Pay Service to transfer money to any person or organization listed on the OFAC Specially Designated Nationals list.

Payment Responsibility. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. ATFCU is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. ATFCU is not liable for any failure to make a bill payment if you fail to promptly notify ATFCU after you learn that you have not received credit from a payee for a bill payment. ATFCU is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be ATFCU’s agent. ATFCU may terminate your enrollment in the Bill Pay Service at any time, and you may terminate your enrollment in the Bill Pay Service at any time by following the instructions provided in the Service and/or the Agreements and Disclosures. ATFCU is not responsible for any payments made before or within a reasonable time after termination, and you will remain obligated for payments made by ATFCU on your behalf.

INSTANT PAY SERVICE

Scope and Definitions. The following terms apply to ATFCU’s “Instant Pay” service, a person-to-person (P2P) payments service (the “Instant Pay Service”).

By using the Instant Pay Service, you agree to these terms, as well as any applicable Agreements and Disclosures found at atfcu.org/disclosures and accept responsibility for your use of the Service. Any Account accessed through the Instant Pay Service is also subject to the Account’s specific terms (as set forth in the Agreements and Disclosures. You should review the Account terms carefully, as they may include transaction limitations and fees, which might apply to your use of the Instant Pay Service.

As used in this Section, the term “Neural Payments” means ATFCU’s P2P service provider for the Instant Pay Service. “P2P Payments” means the service powered by Neural Payments that allows you to send funds to an outside email or cell phone number. “Recipient” means the cardholder to whom the Sender Transfers funds. “Sender” is the ATFCU cardholder that Transfers funds to another person through the Instant Pay Service. “Site” means Neural Payments’ electronic location accessed by a user through a mobile phone, computer, or other access device. “Transfer” means an electronic movement of funds from your account to another party by means of the Instant Pay Service we offer within the Digital Banking Service.

Neural Payments. The Instant Pay Service empowers you to send money via the Digital Banking Service to others using a cell phone number or an email address through the Neural Payments network and third party platforms. Sending money does not require you to have a Neural Payments account, but the following rules apply regarding Neural Payments’ role in processing Instant Pay transactions using the Neural Payments network.

Neural Payments is a Payments Service Provider. ATFCU contracts with Neural Payments to help you make payments to third parties. Neural Payments is an independent contractor for all purposes. Neural Payments does not have control of, nor liability for, the products or services that you pay for with their service. Neural Payments does not guarantee any recipient’s identity nor ensure that a recipient will complete a transaction. “Neural Payments,” the Site, and all logos, related to the service, are either trademarks or registered trademarks of Neural Payments or its licensors. You may not copy, imitate, or use them without Neural Payments’ prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Neural Payments. You may not copy, imitate, or use them without their prior written consent. All rights, title, and interest in and to the Neural Payments website, any content thereon, the services, the technology related to the Neural Payments services, and any and all technology and any content created or derived from any of the foregoing, are the exclusive property of Neural Payments and its licensors.

Eligibility. Individuals aged 18 years and older with a debit card issued by ATFCU are eligible to use the Instant Pay Service to send funds to a Recipient. Any individual age 18 years and older with an account in the United States that may receive point of sale (POS) or automated clearing house (ACH) transactions may use the Instant Pay service to receive funds that are transferred by the Sender. The Instant Pay Service is not offered to individuals under the age of 18. Other restrictions and eligibility requirements apply as described in this Section or other disclosures, including the Agreements and Disclosures. ATFCU does not knowingly collect any personal information directly from or about individuals under 18 years of age. Please do not submit such information to ATFCU, and as a parent

or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the Instant Pay Service, you represent that you meet these requirements.

Transfers. When you send a transfer, we transfer the funds immediately from your Account. If the recipient is a part of the Neural Payments network, the funds are immediately credited to their Account. If the recipient is not a part of the Neural Payments network, we will move the funds to a holding Account where they await a response from the Recipient declaring how they would like to receive the funds. You agree that such requests constitute your authorization to Neural Payments and us to make the Transfers. Once you have provided your authorization for the Transfer, you may not be able to cancel the electronic Transfer.

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

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

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

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

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

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

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

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

Transfer Limitations. We may establish a limit on the number of Transfers, on the maximum amount of a Transfer, and on the total dollar amount of Transfers that can be attempted or completed in one day. These limits are subject to the Agreements and Disclosures and applicable law. You may send multiple Transfers a day. We may modify the amount and frequency of Transfers at any time for security reasons or due to Account activity. You may transfer funds from the Account from which we authorize the debit card for use. You will be responsible for any transaction fees that apply to your Account.

Refused Transactions. When you send money to someone not on the Neural Payments network, the recipient is not required to accept it. You agree that you will not hold Neural Payments nor ATFCU liable for any damages resulting from a recipient's decision not to accept a payment made through the Instant Pay Service. If a payment is unclaimed, denied, or refunded for any reason, we will return

the money to your Account. For PayPal or Venmo transfers, you can request to cancel a transaction at any time prior to the recipient declaring how they would like to receive their funds.

Issues Affecting the Posting of Transfers. You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize us to credit your Account using card networks/switches or NACHA. You agree that after we execute your Instant Pay request, you will notify us of any errors or delays related to the request within ten (10) days.

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

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

Access to Information About You. You may review and update the personal information maintained about you in the "Manage Account" section of the Site at any time to ensure that it is accurate. Once you close your Accounts with ATFCU or you no longer have a debit card, you may no longer send Transfers. However, your Account information will be maintained for a retention period to accommodate any residual issues that may arise.

Limitations of Warranties. THE SITE AND THE INSTANT PAY SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF THE INSTANT PAY SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OR CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

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

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

Limitation on Damages. SUBJECT TO THE AGREEMENTS AND DISCLOSURES AND APPLICABLE LAW, ATFCU'S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND SERVICE PROVIDERS, INCLUDING NEURAL PAYMENTS, AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS SECTION WILL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Time for Making a Claim. IN NO EVENT WILL ATFCU OR ITS AFFILIATES OR SERVICE PROVIDERS, INCLUDING NEURAL PAYMENTS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE INSTANT PAY SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE INSTANT PAY SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF

COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

MOBILE DEPOSIT SERVICE

Definition. The term “Mobile Deposit Service” means the Service described in this Section. The Mobile Deposit Service, if made available to you, allows you to electronically present images of certain types of checks along with additional deposit related information to us, or to a processor we select, for deposit into an Account using your smartphone.

Introduction. The Mobile Deposit Service has eligibility requirements we can change without notice. You agree that we may change the requirements for use of, suspend, or discontinue the Mobile Deposit Service or your use of the Mobile Deposit Service at any time without prior notice to you. You agree to deposit only “checks” as that term is defined in Regulation CC (“Reg. CC”). When the image of the check transmitted to us is converted to an Image Replacement Document for subsequent presentment and collection, it will thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

Delivery and receipt of information, including but not limited to, instructions you give us, may be delayed or otherwise impacted by factor(s) affecting your phone carriers, other parties, or because of other reasons that we cannot control. You accept the risk that an item may be intercepted or misdirected during transmission. We will not be liable for losses or damages arising from any disclosure of account information to third parties; failed, delayed, or misdirected delivery; or mishandling or of inaccurate content in information and instructions transmitted using the Mobile Deposit Service.

You agree that we may, at our sole discretion and without liability to you, decide to accept or decline for deposit any item that you present to us using the Mobile Deposit Service. For each item you present using Mobile Deposit Service, we will tell you if we have accepted or declined the item. Your receipt of this information does not mean that the transmission was error free or complete. You are responsible for determining whether a deposit has been accepted by us and deposited to your Account by checking your deposit history. You will not receive any other notice of acceptance.

You agree that once we have accepted an item for deposit, you will mark the item as “processed” and never re-present the item to ATFCU or to any other financial institution, person, or other entity. The original check deposited to the system should be retained by you for at least 60 days and then properly destroyed. If the check is presented to ATFCU for a second time, it will be considered a duplicate check and charged back to your Account on which you are liable.

If requested by us, you agree to, within 5 business days, provide the original check and/or a copy of the front and back of any item presented using the Mobile Deposit Service in order to aid in our clearing and collection process.

You acknowledge that if a deposit is dishonored and returned unpaid for any reason, including but not limited to duplicate presentment, we may charge back the item to your account. We may correct the amount of any deposit by debiting or crediting your account(s) within a reasonable time after discovery of an error. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. You will cooperate with us to investigate unusual transactions or poor quality transmissions, and resolution of claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit Service in your possession and your records relating to such items and transmissions.

Check Image. Check images may only be submitted for original checks payable to you or a joint account owner or signer on the account, no third party checks will be accepted. Checks must be drawn on financial institutions located in the United States and must be payable in United States currency. A check image may not be submitted for an original check drawn from the same account into which you are depositing the check. Check images may not be submitted for “substitution checks” or remotely created checks. Only one check image may be submitted for each check.

Check images may not be submitted for any check that: (1) is stamped with a “non-negotiable” watermark; (2) contains alteration or evidence of alteration of which you know to be fraudulent or not authorized by the owner of the account on which the check is drawn; (3) is incomplete; (4) is “stale” or “post” dated; or (5) has been previously presented for payment and returned not payable as a result of insufficient funds, stop payment or other reasons.

Check Endorsement Requirements. Prior to scanning a check, the back of the check must be restrictively endorsed with your signature and/or the signature of a joint owner of the Account to which the deposit is being made and the words “For Mobile Deposit Only, Austin Telco Federal Credit Union, account # _____.” Checks must be endorsed as written to the payee(s). Checks must be endorsed to comply with these endorsement guidelines, and ATFCU may reject any check image or remote deposit if, in its sole discretion, ATFCU judges that the original check was not endorsed as required. Third party checks may not be presented for deposit, and ATFCU will not accept third party checks through this Service.

Availability and Use of Mobile Deposit Service. We are not responsible for any difficulties or any damages that you may incur as a result of unavailability of the Mobile Deposit Service. In order to use the Mobile Deposit Service, you must use, at your expense, compatible hardware and software. We are not responsible for any third party software or mobile application you may need to use the Mobile Deposit Service. We may change requirements at any time without prior notice. You may need to upgrade the mobile application to use the Mobile Deposit Service.

You agree that items transmitted using the Mobile Deposit Service are not subject to the funds availability requirements of Regulation CC. In general, if an image of an item you transmit through the Mobile Deposit Service is received and accepted before the daily cut-off time (currently 4 P.M. Central Time) on a business day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day. The daily cut-off time is subject to change by ATFCU in its sole discretion and without notice, but subject, in all cases, to the Agreements and Disclosures and applicable law. Funds deposited using the Mobile Deposit Service will generally be made available in accordance with the terms of our Funds Availability Policy in our Agreements and Disclosures. It is your responsibility to confirm deposited checks have been received and funds are available.

We have the right to refuse or reject any item presented for deposit. If we refuse or reject an item, we are not responsible for any late fees incurred or any other applicable fees.

Deposit Limits. You agree that we may establish and, without notice to you, but subject, in all cases, to the Agreements and Disclosures and applicable law, change limits on the dollar amount and number of items that you may present for deposit using the Mobile Deposit Service without liability to us. 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 Digital Banking Agreement, and we will not be obligated to accept similar items for deposit on a future date.

Returned Items and Right of Chargeback. If any item you deposit through the Mobile Deposit Service is dishonored or otherwise returned unpaid, we will return the item to you in the form of a "Substitute Check" and charge the amount of the item(s), and any applicable fees, back your Account. You may not re-deposit a Substitute Check through the Mobile Deposit Services.

Image Quality. The check image must be legible to include the entire MICR line and within the designed perimeters. We must be able to receive a legible image of the front of the check to include the maker, payee, drawer bank, and signature of the maker. An error message may be received if the quality or the check image does not fit in the perimeters of the phone. We may reject a transmitted image if it does not meet the image quality requirements.

Representations and Warranties. You warrant to us that:

- You will only transmit eligible items that are suitable for processing as outlined in this Section.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to us is accurate and true.
- You will review and verify for accuracy the information contained in any item before you transmit it to us.
- You will comply with this Section and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You will properly secure all hardware you use in connection with the Mobile Deposit Service and use maximum caution in protecting your hardware and security credentials from unauthorized access.
- You will maintain control over and be responsible for secure retention, storage, and destruction of original items.

Errors and Unauthorized Use. You must notify us of any errors (or suspected errors) related to the items deposited through the Mobile Deposit Service as soon as possible after they occur, and in no event later than 30 days after the related account statement is sent. You can contact the ATFCU Contact Center at the numbers identified below. Unless you notify us within this time period, the account statement containing the deposits made through the Mobile Deposit Service is deemed correct, and you waive all claims against us for any alleged errors. You also agree to notify us immediately if you become aware of any loss or theft of, or any unauthorized use of the Mobile Deposit Service or your security credentials.

Termination. We may terminate your enrollment in or access to the Mobile Deposit Service at any time and for any reason. Without limiting the foregoing, your access to the Mobile Deposit Service may be terminated if you breach any term of this Section, if you use the Mobile Deposit Service for any unauthorized or illegal purposes, or if you use the Service in a manner inconsistent with the terms of your Agreements and Disclosures or any other agreement with us.

CONTACT AUTHORIZATION

To enroll in the Digital Banking Service, you must provide us a phone number and an email address. By providing your phone number, you give ATFCU your permission to contact you at that number about any matter impacting your ATFCU Accounts. You are also giving ATFCU permission to place automated, prerecorded, or artificial-voice non-marketing calls and text messages to that number. Messaging and data rates from your carrier may apply. By providing your email address, you are giving ATFCU your permission to send you email messages using an automatic emailing system for commercial or transactional purposes. You agree to promptly notify us if your contact information changes.

GENERAL TERMS

Additional Services. We may introduce new services or enhance the existing Services from time to time. We will notify you or make general announcements when new or enhanced services are available. By requesting and using new services when they become available,

you acknowledge and agree that services are governed by this Digital Banking Agreement as well as any additional terms and conditions we may provide to you.

No Warranty. WITHOUT LIMITING THE SPECIFIC DISCLAIMERS OF WARRANTIES SET FORTH ABOVE, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER ATFCU NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY EQUIPMENT, HARDWARE, SOFTWARE, OR THE SERVICES, OR WITH RESPECT TO YOUR INTERNET SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR PERFORMANCE UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

Indemnification. IN ADDITION TO EACH OTHER INDEMNIFICATION OBLIGATION HEREIN (IF ANY) BUT SUBJECT TO THE AGREEMENTS AND DISCLOSURES AND APPLICABLE LAW, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD ATFCU, ITS SERVICE PROVIDERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ALL COSTS, CLAIMS, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY’S FEES) ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF THE SERVICES OR IF YOU VIOLATE THIS AGREEMENT.

Limitation of Liability. WITHOUT LIMITING THE SPECIFIC LIMITATIONS OF LIABILITY SET FORTH ABOVE BUT SUBJECT TO THE AGREEMENTS AND DISCLOSURES AND APPLICABLE LAW, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT, YOUR SOFTWARE, THE SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS IN ANY MATERIAL PROVIDED TO YOU IN CONNECTION WITH THE SERVICES. SUBJECT TO THE AGREEMENTS AND DISCLOSURES AND APPLICABLE LAW, IF WE DO NOT COMPLETE A TRANSFER YOU HAVE REQUESTED, WE MAY BE LIABLE TO YOU, BUT ONLY FOR YOUR ACTUAL LOSSES AND DAMAGES UP TO THE AMOUNT OF THE TRANSFER. WITHOUT LIMITING THE SPECIFIC LIMITATIONS OF LIABILITY SET FORTH ABOVE BUT SUBJECT TO THE AGREEMENTS AND DISCLOSURES AND APPLICABLE LAW, WE WILL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE, OR THE SERVICES.

ADDITIONALLY, WITHOUT LIMITING THE SPECIFIC LIMITATIONS OF LIABILITY SET FORTH ABOVE BUT SUBJECT TO THE AGREEMENTS AND DISCLOSURES AND APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE:

- if, through no fault of ours, you do not have adequate funds in your Account to complete a transaction or your Account is closed;
- if you have not properly followed any applicable mobile device, internet or cellular data access, or user instructions.;
- if your internet access device or mobile device fails or malfunctions or the Services were not properly working and such problem should have been apparent when you attempted the transaction;
- if circumstances beyond our control (such as fire, flood, telecommunication outages, organized labor strikes, equipment or power failure) prevent us from making the transaction;
- if the funds in your Account are subject to an administrative hold, legal process, or other claim;
- if you have not given us complete, correct, and current instructions so that we can process the transfer;
- if the error was caused by a system beyond our control, such as that of your internet or cellular data access provider;
- if you do not authorize a transfer soon enough for your transfer to be made;
- if you have closed the Account to or from which the transfer was to be made; or
- for other exceptions established by us from time to time.

Force Majeure. Without limiting the specific limitations of liability set forth above but subject to the Agreements and Disclosures and applicable law, we are not liable to the you for any failure of delay in performance caused by reasons beyond our reasonable control, including but not limited to, restrictions of law, regulations, orders or other governmental directive, labor disputes, acts of God, third-party mechanical or other equipment breakdowns, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, internet failures or delays, storms or other similar events.

Contact in Event of Unauthorized Transfer or As Otherwise Needed; Other Notices. If you believe your ATFCU Member Number/Username or Password or your PIN, username, password, or other credentials for any specific Service (if any) has been lost, stolen, compromised, or that someone has transferred or may transfer money from your Account without your permission or you have any other questions regarding the Services or this Digital Banking Agreement call or write to us at:

Austin Telco Federal Credit Union
11149 Research Blvd., Suite 300
Austin, TX 78759
Phone: 512-302-5555 or 800-252-1310

Email: atfcu@atfcu.org

All other notices under this Digital Banking Agreement (e.g. legal notices) must be in writing and must be sent in accordance with the Agreements and Disclosures.

Compliance with Law. You may not use the Services in any way that violates applicable law. You may not use the Services from any location where the content provided by the Services or use of the Services is illegal, and you assume all responsibility and risk of loss if you do so.

Fees. Use of the Services is subject to applicable fees as set forth in our Fee Schedule published on our website (atfcu.org) and other agreements we have with you. You are also responsible for any fees charged to us by third parties in connection with your use of the Services. We may charge any Account on which you are an owner for all such fees without advance notice to you.

Access. The Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible from time-to-time for system maintenance. We are not liable under this Digital Banking Agreement for failure to provide access to the Services or for service interruptions due to system maintenance or a system failure or other unforeseen acts or circumstances.

Severability. In the event that any provision of this Digital Banking Agreement is determined to be invalid, unenforceable, or otherwise illegal, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.

Entire Agreement; Amendments. This Digital Banking Agreement, together with the Agreements and Disclosures, constitutes the entire agreement between ATFCU and you as to your use of the Services. We reserve the right to add to, change, or delete the terms of this Digital Banking Agreement at any time subject to such notice as may be required by the Agreements and Disclosures and applicable law. Your use of any of the Services following receipt of any such notice constitutes your acceptance of any such change. Your use of the Services is subject to our policies, procedures, and existing regulations governing your Accounts and any future changes to those policies, procedures, and regulations. If you do not consent to a modification to this Digital Banking Agreement or the Services, you may terminate and discontinue your use of the Services at any time by notifying us in writing. You may not amend this Digital Banking Agreement unless we expressly agree to the amendment in writing.

Assignment. You may not assign this Digital Banking Agreement or any right or obligation under this Digital Banking Agreement without our prior written consent.

Governing Law, Enforcement. This Digital Banking Agreement is governed by and will be construed in accordance with the laws of the State of Texas to the extent not pre-empted by applicable federal law, and venue lies in Travis County, Texas. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, this Digital Banking Agreement will prevail to the extent that any such law, regulation, or rule may be modified by agreement between us.

Waiver of Class Action; Arbitration. All disputes arising out of this Digital Banking Agreement are subject to the current Class Action Waiver and Binding Arbitration of Claims and Disputes clauses contained in the Membership and Account Agreement. Such clauses are incorporated into this Digital Banking Agreement by reference and, to the fullest extent permitted by law, will govern all disputes arising out of this Digital Baking Agreement.

Documentation. You will receive a confirmation screen with reference information after every transfer you make. You may save or print this information for your records. All transactions made using the Services will be listed on your monthly Account statement. If you do not receive a monthly Account statement from us, you will receive a statement at least quarterly.

Privacy Policy. You may access our Privacy Policy relating to the collection and use of your information in connection with the Services or otherwise at <https://www.atfcu.org/disclosures>.

E-Sign Agreement. This Digital Banking Agreement constitutes an E-Signature and Electronic Disclosures Agreement and applies to all communications, documents, disclosures, and electronic signatures related to the products, services and transfers offered or accessible through the Services.

Agreement to Conduct Transactions by Electronic Means. You agree to conduct the transfers offered through the Services by electronic means and acknowledge that all documents, disclosures, forms, and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use the Services and submit information to us, you agree to the electronic access, receipt and acceptance of documents, disclosures, and forms. You may not use the Services unless you agree to receive documents by electronic means.

Agreement to Use Electronic Signatures. By accepting this Digital Banking Agreement, you are electronically signing this Digital Banking Agreement. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in this Digital Banking Agreement just as if you had physically signed the same documents with a pen.

Agreement to Receive Disclosures Electronically. You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of the Services through electronic means including web-based electronic interface, mobile phone interface, or email.