

Neighbors Credit Union Online Banking Agreement And Disclosure

This Agreement and Disclosure provides information about Neighbors Credit Union's online, telephone and mobile banking services.

Except as set forth in this agreement or in any later agreement concerning the Services and other disclosures and agreements for accounts previously given to You (including the Regulation E Section and its liability provisions), will govern all the Services. All funds transferred from a loan account will be subject to the applicable loan agreement for accessing proceeds and secured by any security agreement for accessing loan proceeds.

In order to use the Services, the Member must have an account in good standing and an access code number (PIN) with the Credit Union. In order to use Online Bill Pay, You must have a Telephone Banking PIN and an Online Banking password with the Credit Union. In addition, you may use a Touch ID to access Telephone Banking. To become eligible for Online Bill Pay, External Loan Payment Transfers, Funds Transfer Service and eStatements, You must complete and submit separate applications. Applications can be obtained online.

The Credit Union reserves the right to refuse enrollment in the Services to any member who does not meet the pre-established criteria.

By utilizing the Online Services, You authorize the Credit Union to charge the designated account(s) for any transactions accomplished through the use of the Services, where applicable.

Definitions

"App" shall mean a software application for a mobile device.

"Business Day" shall mean Monday through Friday 9:00 a.m. to 5:00 p.m. Central Standard Time, except on the holidays the Credit Union elects to remain closed.

"Check Deposit Service" or "Check Deposit" shall mean the service that enables Members to deposit checks remotely using their camera-enabled Mobile Device and the Credit Union App (Android/iPhone).

"Credit Union" shall refer to Neighbors Credit Union.

"Cutoff Time" means 9:30 p.m. Central Standard Time on any Business Day and is the time by which You must transmit instructions to have them considered entered.

"eStatement" shall mean electronic delivery of the Credit Union's account statements.

"External Loan Payment Transfers" means the service that enables You to make payments to Your Loan using a checking account or debit card at Your Other FI.

"Fee Schedule" shall mean the list of fees and charges provided to You by the Credit Union.

"Financial Institution" or "Other FI" shall refer to the account (non- Neighbors Credit Union account) where funds will be debited for Your payments made using External Loan Payment Transfer.

"Funds Transfer Service" shall mean the fully interactive online money movement service.

"Internet Browser" shall mean a program that You use to access the internet and view a web page.

"Member" or "You" shall refer to each member of the Credit Union who is eligible and signs up for the Services.

"Mobile Device" shall mean a portable, wireless computing device that is small enough to be used while held in the hand, for example, a tablet or camera-enabled smart phone.

"Online Banking" shall mean a system allowing individuals to perform banking activities via the internet.

"Payee" means the vendor, biller, person or entity to whom You wish a bill payment to be directed.

"Payment Account" means Your Checking Account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance on line of credit accounts (e.g., line of credit overdraft accounts) at the Credit Union, from which all bill payments may be made and/or such funds collected.

"Payment Date" means the Business Day of Your choice upon which Your bill payment will be made.

"Payment Initiation Date" or "Pay On" date means the Business Day of Your choice (subject to the limitations set forth herein) upon which Your External Loan Payment will be credited to Your Loan and funds will be debited within three business days from the account at Your Other FI.

"Payment Instructions" means the information provided by You to the Payment Service for a bill payment to be made to Your Payee (e.g., Payee name, account number, payment amount, payment date, etc.).

"Payment Service" shall mean the Online Bill Pay Service offered by the Credit Union.

"PIN" shall mean Your Credit Union access code containing no less than 4 and no more than 8 digits.

"Quick Balance" shall mean the feature that allows Members to quickly access current and available account balance information on their Mobile Device without fully logging into the Mobile App.

"Send On Date" means the Business Day of Your choice upon which Your bill payment will be processed in preparation for delivery and Your Payment Account will be debited within two business days.

"Services" shall mean Online Bill Pay, Payment Service, Telephone Banking, Online Banking, Funds Transfer Service, External Loan Payment Transfer, Check Deposit Service, Quick Balance, eStatements and eCommunications.

"Shared Access" shall mean the ability to grant Sub-Users certain access with respect to the Services and Your accounts.

"Sub-Users" shall mean the person or persons to whom you have granted Shared Access.

"Touch ID" shall mean an enrolled fingerprint that provides access to Mobile Banking on a Mobile Device in place of a user name and PIN or password.

"Your Loan" shall refer to the eligible Neighbors Credit Union loan being paid using External Loan Payment Transfer.

1. **Telephone Banking Systems Service**

General Information about Telephone Banking Systems

The Telephone Banking System may be used to: (1) check account balances; (2) transfer money from a savings or checking account or make a payment on a credit union loan; (3) check the history on accounts; (4) with Online Banking, download account history to hard drive or to financial software such as, Quicken or QuickBooks. Telephone Banking Systems may be temporarily unavailable due to Credit Union record updating, scheduled maintenance or technical difficulties.

Transfers Between Credit Union Accounts

You may designate accounts at the Credit Union between which You may transfer funds electronically through Telephone Banking Systems. You authorize the Credit Union to transfer funds electronically between designated account(s) according to the instructions initiated through the systems. All transfer transactions are immediately deducted from the account. Each of these accounts must be in the name of the Member. You may also designate accounts at the Credit Union in which to transfer funds not in the name of the Member. This access may be obtained by contacting the Credit Union.

Under Federal Reserve Board Regulation D, a Member is permitted to make no more than six (6) transfers or withdrawals from a savings or money market account per month (not counting ATM and teller transactions). Telephone Banking System transfers are counted toward the six total permitted transfers or withdrawals. If the limit is exceeded, the Credit Union may restrict the savings or money market account and/or may transfer the funds from the Member's checking account. Further explanations of these restrictions are available from the Credit Union.

General Information about Touch ID

Touch ID allows You to use Your fingerprint to login into the Online Banking System instead of entering Your user ID and password. By enabling Touch ID, every person with an enrolled fingerprint on Your Mobile Device will have access to Your account. Fingerprints are only stored on Your Mobile Device; the Credit Union does not see or store Your fingerprint information. Touch ID is associated to one user ID at a time. If You have multiple logins with the Credit Union, Touch ID can only be used with a single login per Mobile Device. User IDs and passwords are not stored on the Mobile Device in order to support Touch ID. Instead, a token is stored securely in the Mobile Device's keychain that cannot be transferred to another device. If You try to log in using Touch ID, but cannot provide a valid fingerprint after five (5) tries, You must enter Your password to re-enable Touch ID.

Account Information

Access to Your account via Telephone Banking System will be by means of the PIN or Touch ID. The Credit Union will initially assign You a temporary PIN. On Your first usage of the Telephone Banking System You will be required to change the temporary PIN to a code that complies with Telephone Banking System access code guidelines. A PIN cannot be any part of Your Social Security number and cannot be a repetitive pattern (e.g., 7777). On Your first usage of Online Banking, You will be required to set up an Online Banking password. You understand that if You wish a joint owner of Your account to have access to the account, he/she must use the same PIN and Online Banking password You use. If you desire to utilize the Touch ID feature of your Mobile Device, you must enable such feature and enroll only authorized fingerprints to access the Online Banking System. You agree not to give Your PIN or Online Banking password to any person not authorized to have access to Your account, or allow nonauthorized persons to enroll their fingerprint on your Mobile Device's Touch ID feature.

Quick Balance

Quickly access Your current and available account balance without logging into the Online Banking App. Once the feature is enabled in the App, Your current and available account balances are displayed on the Quick Balance page. You must enable Quick Balance from the App's settings page after successfully logging into the App. Once enabled, You can access Quick Balance simply by

swiping down anywhere on the login page. The Quick Balance page displays the current and available balances for checking and savings accounts. For loan accounts and credit cards, it also displays the due date and minimum amount due. Once this feature is enabled on Your Mobile Device, anyone with access to the Mobile Device will also have access to your Quick Balance information. Quick Balance must be enabled on each Mobile Device individually: For example, if you have both a phone and a tablet, enabling Quick Balance on your phone will not enable the feature on your tablet. For users sharing a Mobile Device, if the first user enables Quick Balance on the Mobile Device, other users will see the first user's account balances. If another user disables Quick Balance from the App, the first user will no longer see their Quick Balance, either. The Quick Balance feature can be disabled at any time from the App's settings page after successfully logging into the App. Once disabled, no one will see the account balances from the Quick Balance page.

Credit Union's Liability

If the Credit Union does not complete a transaction through the Telephone Banking or Online Banking System for which You receive a confirmation number or if it is not completed for the correct amount, the Credit Union will be liable to the extent of the amount of the transaction. However, there are some exceptions: (1) If You do not have sufficient funds in Your account. (2) If the transfer would exceed the credit limit on Your line of credit. (3) If circumstances beyond the Credit Union's control (such as fire or flood or other natural disaster) prevent the transfer despite reasonable precautions that it has taken. (4) If funds are subject to legal encumbrance which prohibit transfers. (5) If the Credit Union fails to receive necessary transfer data or the data received is erroneous or incomplete.

2. Bill Pay Service

Use of a Third-Party Bill Pay Service Provider

Metavante is the third-party bill pay service provider who the Credit Union has contracted with to provide the Payment Service to its Members. Metavante will be processing bill payments but the Credit Union will be answering questions directly related to these Member-initiated bill payments. The Credit Union, at its sole discretion, reserves the right to change service providers.

Online Bill Pay Service

By providing the Payment Service with the names and account information of those entities and/or persons to whom You wish to direct payment, You authorize the Payment Service to follow the Payment Instructions that it receives from You or Your authorized user through the Online Bill Pay Service. When the Payment Service receives a Payment Instruction, You authorize the Credit Union to debit Your Payment Account and remit funds on Your behalf so that the funds arrive as close to the Business Day designated by You as soon as reasonably possible.

For this reason, it is necessary that all Payment Dates selected by You be no less than five (5) Business Days before the actual due date for payments that are being sent by check and three (3) days for ACH payments, (not the late date and/or a date in the grace period). It is Your responsibility to schedule Your bill payments in such a manner that Your obligations will be paid on time. Payment instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Payment Service on the next Business Day. If You properly follow the procedures described herein and the Payment Service fails to send a payment according to the Payment Instructions received, the Payment Service will bear responsibility for all late charges. In any other event, including but not limited to choosing a Payment Date which is not five (5) Business Days before the due date or on or past the due date stated on the invoice or bill, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by You. If You do not allow sufficient time, You will assume full responsibility for all late fees, finance charges or other actions taken by Payee.

A bill payment is "In Process" starting at the Cutoff Time on the business day prior to the Send On Date. A bill payment is a "Pending Scheduled Payment", starting from the time You enter

Payment Instructions until the payment is "In Process." A bill payment is considered "Completed" on the Business Day You selected as the scheduled Payment Deliver By Date. You may cancel or edit any Pending Scheduled Payment (including recurring bill payments) by following the directions provided on the Payment Service Online Help. There is no charge for canceling or editing a Pending Scheduled Payment. Please note: The Credit Union may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "In Process", and it is not possible to stop or cancel a payment which is "Completed." If You desire to cancel or stop any payment which is "In Process", You must call the Credit Union at 314-892-5400 or 1-800-325-2697. Although the Credit Union will make every effort to accommodate Your request, the Credit Union will have no liability for failing to do so. Stop payment requests sent to the Credit Union via e-mail or in any other manner will not reach the Credit Union in time for the Credit Union to act on Your request. Stop payment requests will be accepted only if the Credit union has a reasonable opportunity to act on such a stop payment order. If You call, the Credit Union may also require You to present Your request in writing within 14 days after Your call. The charge for each stop payment order will be the then current charge for such service as disclosed in the Fee Schedule. The Service will use its best efforts to make all Your payments properly. However, the Payment Service shall incur no liability if it is unable to complete any payments initiated by You through the Payment Service because of the existence of any one or more of the following circumstances:

- 1) If Your Payment Account does not contain sufficient funds to complete the payment or transfer, or the transfer would exceed the credit limit of Your established line of credit account, if applicable
- 2) The bill payment processing center is not working properly and You know or have been advised by the Service about the malfunction before You execute the transaction;
- 3) The Payee mishandles or delays a payment sent by the Payment Service;
- 4) You have not provided the Payment Service with the correct names, phone numbers or account information for those persons or entities to whom You wish to direct payment;
- 5) Circumstances beyond the Payment Service's control (such as, but not limited to, fire, flood or interference from an outside force) that prevent the proper execution of the transaction and the Payment Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions to the Payment Service's performance obligations are applicable, if the Payment Service causes an incorrect amount of funds to be removed from Your Payment Account or causes funds from Your Payment Account to be directed to a person or entity which does not comply with Your Payment Instructions, the Payment Service shall be responsible for returning the improperly transferred funds to Your Payment Account and for directing to the proper Payee any previously misdirected payments or transfers.

THE FOREGOING SHALL CONSTITUTE THE CREDIT UNION'S ENTIRE LIABILITY UNDER THE PAYMENT SERVICE AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE AND OR THE PAYMENT SERVICE.

Payment will be made to Your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing method that can be accommodated by the Payee or Metavante (e.g., some Payees are unable to accept electronic payments).

The payment will be deducted from Your Payment Account via an electronic debit through the Automated Clearing House Association (ACH). Payments will be made to Payees by one of two methods, (1) Payees with an electronic relationship with the vendor will be paid through an ACH (2) Payees that do not have an electronic relationship with the vendor will be paid by a check sent to the Payee. All bill payments debited from Your account will appear on Your monthly Statement of

Account and under the "BILL PAY HISTORY" section of the Online Bill Pay on the Credit Union Online Banking System. ACH debits will reflect the name of the Payee (e.g., XYZ Utility Company) as well as the date and amount; payments by check will be reflected on Your statement with a date, payee and address, and amount. All payments can be viewed with the Payee's name, payment amount and payment date by reviewing Your recent payment history under the electronic Payment List option provided to me as part of the Payment Service.

Prohibited Payments

The following payment types are prohibited through the Payment Service:

- 1) Tax Payments or Payments to other governmental entities (utility payments to governmental entities are permitted);
- 2) Court-ordered payments such as alimony, child support, speeding tickets, etc.;
- 3) Payments to Payees outside of the United States or its possessions/territories;
- 4) Payments to Collection Agencies;
- 5) Payments to Payees located in Armed Forces postal codes such as AE and AP;
- 6) Payments to settle securities transactions;
- 7) Payments to payoff "special financing" transactions; and
- 8) Unprocessed payments due to error conditions that are not caused by Metavante.

PIN/Password and Security

To access the Payment Services, You will need to log on to the Credit Union Online Banking service using Your secure password or Touch ID and then click on the Bill Payment icon. From there, the system will link You to the Online Bill Pay site.

You agree NOT to give or make available Your Credit Union Online Banking User ID, password or Touch ID to any unauthorized individuals. You are responsible for all bill payments. If You permit other persons to use the Payment Service or Your Credit Union User ID, password or Touch ID (even though You have agreed not to disclose this information); You are responsible for all transactions they authorize. If You believe that Your Credit Union User ID, password or Touch ID has been lost, stolen or compromised or that someone may attempt to use the Payment Service without Your consent or has transferred money from Your account by accessing Your account without Your permission, You must notify the Credit Union at once by calling during business hours at 314-892-5400 or 1-800-325-2697.

You also agree that the Credit Union may revoke Your Online Bill Pay and/or Online Banking account access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the User ID, password(s) and Touch ID belonging to You and/or Your authorized user.

Charges or Fees

If three bills are paid within a 30-day cycle and You have a checking account and eStatements, then the Payment Service is free. If not, then You will be charged a basic fee of \$3.95 per month with paying one (1) or two (2) bills per month and an inactive fee of \$5.95 for paying no bills per month. This fee will be charged to You by the 25th business day of each month regardless of whether or not the Payment Service was used during the billing cycle. Please note: Your Credit Union loan accounts may not be paid by using the Payment Service, but instead may be paid by using the transfer/payment option on the Credit Union Online Banking service or by automatic transfer from Your Credit Union Checking account at no charge. Additionally, charges for other transactions and optional services (e.g., Non-Sufficient Funds or Stop Payment Fees) are specified in the Fee Schedule.

You agree to pay such fees and charges and authorize the Payment Service to charge Your designated Payment Account for these amounts and any additional charges that may be incurred by You. Any fees associated with Your savings or loan accounts will continue to apply.

In the Event a Service Transaction Is Returned and/or Overdraws Your Payment Account

By using the Payment Service, You are requesting the system to make payments for You from Your Payment Account. Bill Pay transactions will be completed on Your behalf by Metavante. You are expected to have funds available in the Payment Account and be aware of the account standing when payments are submitted through the Payment Service.

Either a written notice or an e-mail will be sent to You of transactions the Credit Union is unable to process because of insufficient available funds, and the Payment Service will be automatically blocked until the account has the sufficient funds to make the payment, and You have made full payment of funds owed to the third-party service provider. In these cases, You agree that a non-sufficient funds (NSF) fee will be charged in accordance with the Fee Schedule. You also agree that a fee may be charged to Your Payment Account even if the payment is not returned but is paid and overdraws Your Payment Account.

In all cases, You are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Payment Service.

By enrolling for and using the Payment Service, You agree that the Credit Union has the right to transfer funds from Your available balance on Your line of credit account as well as from all of Your share accounts to recover funds for all payments that have been requested to be paid by You and Your authorized user: this includes accounts on which You are the primary member-owner, as well as accounts on which You are the joint owner.

Stopping or Modifying Payments

Payments cannot be stopped, canceled or changed once the transaction has been processed by Metavante. In order to request a stop payment or change a transaction designated, You must contact the Credit Union at 314-892-5400 or 1-800-325-2697.

3. Check Deposit Service

The Check Deposit Service enables Members to deposit checks remotely using their camera-enabled Mobile Device and the Credit Union App (Android/iPhone). It also eliminates the need to mail or deliver checks to the Credit Union.

Disqualification

The Credit Union reserves the right to terminate Members' access to the Check Deposit Service at any time. Factors of disqualification include but are not limited to:

- An attempt to scan and deposit the same check twice.
- Scanning and depositing a check through the Check Deposit Service, and attempting to deposit the same check through other means, such as at a branch.
- Attempting to deposit a cancelled or void check.
- Using Check Deposit in any fraudulent manner.
- Risky account activity.

Fees and Charges

The Credit Union offers the benefits and convenience of Check Deposit to You free. The Credit Union reserves the right to charge fees for Check Deposit in the future.

Deposit Limits

The Credit Union reserve the right to impose limits on the amounts and/or number of deposits You transmit using Check Deposit and to modify such limits from time to time. You agree to comply with all such limits.

Eligible items

You agree to scan and deposit only "checks" as that term is defined in the Federal Regulation CC (Reg CC). You agree that the image of the check transmitted shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Missouri. You agree that You will not use Check Deposit to scan and deposit any checks or other items as shown below:

- a) Checks or items payable to any person or entity other than You.
- b) Checks or items containing obvious alterations to any of the fields on the front of the 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 or item is drawn.
- c) Checks or items previously converted to a substitute check, as defined by Reg CC.
- d) Checks or items drawn on a financial institution located outside the United States.
- e) Checks or items that are remotely created checks, as defined by Reg CC.
- f) Checks or items not payable in United States Currency.
- g) Checks or items dated more than 6 months prior to date of deposit.

Image Quality

The image of an item transmitted using Check Deposit must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Endorsement and Procedures

You agree to restrictively endorse any item transmitted through Check Deposit as "For Mobile Deposit Only, Neighbors Credit Union, Acct # _____" or as otherwise instructed by the Credit Union.

Each check is a separate deposit. After scanning and depositing, please securely hold the check in Your records for ninety (90) days before shredding it.

Receipt of Items

The Credit Union reserves the right to reject any item transmitted through Check Deposit, at its discretion, without liability to You. The Credit Union is not responsible for items the Credit Union does not receive or for images that are dropped during transmission. An image of an item shall be deemed received when You receive a confirmation that the Credit Union has received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. The credit to the account is provisional until the Credit Union receives payment for the funds submitted.

Availability of Funds

You agree that items transmitted using Check Deposit is not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using Check Deposit will be available after the Credit Union receives payment for the funds submitted. The Credit Union may make such funds available sooner based on such factors as the Credit Union, in its sole discretion, deem relevant.

Rejection of Deposits

You agree that all deposits received by the Credit Union are subject to verification and final inspection and may be rejected by the Credit Union in its sole discretion and You shall be liable to the Credit Union for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Credit Union relating to such deposits. The Credit Union is not liable for any service

or late charges that may be imposed against You due to the Credit Union's rejection of any Check that You transmit for deposit through Check Deposit. In all cases, You are responsible for any loss or overdraft plus any applicable fees to Your account due to a Check being returned. You acknowledge and agree that, while the Credit Union normally provides notice of rejected deposits, the Credit Union may reject any Check transmitted through Check Deposit in its sole discretion without notice to You, and the Credit Union will not be liable for any such rejection or failure to notify You of such rejection. If the Credit Union rejects a Check for remote deposit, You must physically deposit the original Check.

Unpaid Checks

Should You fail to produce the original check, You authorize the Credit Union to deduct that amount from Your account. You are solely responsible for verifying that Checks that You deposit by using Check Deposit have been received and accepted for deposit by the Credit Union. The Credit Union will provide You with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at Your e-mail address on file with the Credit Union, but the Credit Union may choose any reasonable method for providing such notices to You. In the event that the Credit Union credits Your account for a Check that is subsequently dishonored and returned, You authorize the Credit Union to debit the amount of such Check plus any associated fees from the Payment Account. To the extent that funds in Your Payment Account are insufficient to cover such amount, the Credit Union shall debit the deficiency amount from any of Your other account(s) with the Credit Union in the Credit Union's sole discretion. The Credit Union's right to charge Your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. You understand and agree, that since the original Check is Your property, it will not be returned, and the Credit Union may chargeback an image of the Check, an ACH debit or other electronic or paper debit, as applicable, to Your account. You further agree that any image that the Credit Union charges back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use Check Deposit to deposit a substitute check, and You may not deposit the original Check through Check Deposit or in any other manner if You receive a dishonored Check. You agree to comply with any additional instructions the Credit Union may provide to You in connection with returned Checks.

Presenting Checks More Than Once

Once You have used Check Deposit to deposit a Check, You agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through Check Deposit or by any other means. If You or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, You agree to indemnify, defend and hold the Credit Union harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check. You agree that the Credit Union may debit from Your Credit Union Payment Account the aggregate amount of any Checks that that are deposited more than once. To the extent that funds in Your Payment Account are insufficient to cover such amount, the Credit Union shall debit the deficiency amount from any other of Your account(s) with the Credit Union in its sole discretion.

Duty to Report Errors

The Credit Union will provide You with periodic statements that will identify the deposits that You make through Check Deposit. In addition, You may access the Credit Union's Online Banking service for information about Your deposits, return items, deposit adjustments, Checks and other transactions on Your accounts. You agree that it is Your responsibility to review all such information that the Credit Union makes available to You in a timely manner to verify that deposits made through Check Deposit have been received and accepted by the Credit Union and are accurate. Receipt of a Check by the Credit Union through Check Deposit does not constitute an acknowledgement by the Credit Union that the Check is error-free or that the Credit Union will be liable for the Check. You agree to notify the Credit Union promptly of any errors, omissions or discrepancies in a deposit within the time periods established in Your Credit Union Account Agreement. You may notify the Credit Union by e-mailing, or writing or telephoning. You agree to cooperate in any investigation by the Credit Union of

any unsuccessful or lost transmission. Subject to applicable law, any failure by You to notify the Credit Union of any error, omission or other discrepancy in accordance with this Agreement and Your Credit Union Account Agreement shall relieve the Credit Union of any liability for such error, omission or discrepancy.

Your Authentication Method

You agree that the Credit Union is entitled to act upon instructions the Credit Union receives with respect to Check Deposit under Your user ID, password, Touch ID or other authentication method that the Credit Union requires (these components are referred to herein collectively as Your "Authentication Method"). You are liable for all transactions made or authorized with the use of Your Authentication Method. The Credit Union has no responsibility for establishing the identity of any person who uses Your Authentication Method. You agree that if You give any component of Your Authentication Method to anyone or fail to safeguard its secrecy, You will be in violation of Your obligations under Your Credit Union Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of Your Authentication Method are protected and kept confidential. You agree to indemnify and release the Credit Union from any and all liability and agree not to make any claim or bring any action against the Credit Union, relating to the Credit Union's honoring or allowing any actions or transactions that are conducted under Your Authentication Method or acting upon instructions, messages or authorizations provided to the Credit Union using Your Authentication Method. By accessing Check Deposit with Your Authentication Method, You authorize the Credit Union to complete the requested transaction(s) through Check Deposit. Any requests or instructions the Credit Union receives from You through Check Deposit using Your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by You. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication You provide the Credit Union through Check Deposit using Your Authentication Method.

Data Security

You will complete each deposit promptly. If You are unable to complete Your deposit promptly, You will ensure that Your Mobile Device remains securely in Your possession until the deposit has been completed. It is Your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify the Credit Union immediately by telephone and with written notice to the contact information shown below if You learn of any loss or theft of original checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in the Credit Union's reasonable judgment, the Credit Union may audit and monitor You, and You agree to cooperate with the Credit Union to permit such monitoring, to confirm that You have satisfied Your obligations under this Agreement.

User Warranties and Indemnification

You warrant to the Credit Union that:

- a) You will only transit eligible items.
- b. Images will meet the image quality standards.
- b) You will not transmit duplicate items.
- c) You will not deposit or re-present the original item.
- d) All information You provide to the Credit Union is accurate and true.
- e) You will comply with this Agreement and all applicable rules, laws and regulations.

Cooperation with Investigations

You agree to cooperate with the Credit Union in the investigation of unusual transactions, poor quality transmissions and resolution of member claims. This may include but is not limited to providing, upon request and without further cost, any originals or copies of items deposited through Check Deposit in Your possession and Your records relating to such items and transmissions.

4. External Funds Transfer

Information Authorization

By clicking on the acceptance box and creating a Funds Transfer Service account, You authorize the Credit Union to verify Your identity by obtaining information about Your credit history from a consumer reporting agency. The Credit Union and its Funds Transfer service provider will obtain and use Your credit information only in accordance with the Fair Credit Reporting Act ("FCRA") and other applicable law. The Credit Union reserves the right to deny You access to the Funds Transfer Service if the Credit Union cannot verify Your identity or other necessary information.

The Credit Union may approve or decline Your application for the Funds Transfer Service based upon its review of Your consumer report, along with other information the Credit Union deems relevant. If the Credit Union denies Your request to use the Funds Transfer Service, You may obtain a free copy of the consumer report that the Credit Union used from the consumer reporting agency that issued the report.

In addition to obtaining a consumer report, the Credit Union and its Funds Transfer service provider reserve the right to obtain such additional information as the Credit Union deems reasonably necessary to insure that You, or persons to whom You may transfer funds, are not using the Credit Union's Funds Transfer Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

Once You are approved for the Funds Transfer Service, the Credit Union may verify Your accounts that You add to the Funds Transfer Service from time to time. You authorize the Credit Union to validate the accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of Your accounts will never be less than the actual balance.

Once the test transfer is complete, the Credit Union may ask You to access Your account to tell the Credit Union the amount of the test credit or debit or any additional information reported by Your financial institution with this test transfer. The Credit Union may also verify accounts through requiring the entry of information You ordinarily use to access the account provider's website, or by requiring You to submit proof of ownership of the account.

Accounts

You understand that in order to complete fund transfers, it is necessary for the Credit Union and its Funds Transfer service provider to access the websites and databases of Your financial institution and other institutions where You hold accounts, as designated by You and on Your behalf, to retrieve information and effect the fund transfers You request. By using the Funds Transfer Service, You represent and warrant to the Credit Union that You have the right to authorize and permit the Credit Union to access Your accounts to affect such funds transfers or for any other purpose authorized by this Agreement, and You assure the Credit Union that, by disclosing and authorizing the Credit Union to use such information, You are not violating any third-party rights. You warrant and represent that the information You are providing the Credit Union with is true, current, correct and complete. You hereby authorize and permit the Credit Union and its Funds Transfer service provider to use information submitted by You to accomplish these purposes and to configure the Funds Transfer Service to be compatible with the accounts.

For as long as You are using the Funds Transfer Service, You give to the Credit Union and its Funds Transfer service provider, a limited power of attorney and appoint the Credit Union and its Funds Transfer service provider as Your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for You and in Your name, place and stead, in any and all capacities, to access the accounts, effect funds transfers as described above, with full power and authority to do

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 accounts, as fully to all intents and purposes as You might or could in person. Once the Credit Union and/or its Funds Transfer service provider has actual knowledge that You wish to cease using the Funds Transfer Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by the Credit Union and/or its Funds Transfer service provider in good faith before the Credit Union has actual knowledge of termination by You and has 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 account provider is independent of the Credit Union and Your use of the Funds Transfer Service. The Credit Union will not be responsible for any acts or omissions by the financial institution or other provider of any account, including without limitation any modification, interruption or discontinuance of any account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE CREDIT UNION AND ITS SERVICE PROVIDER IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, THE CREDIT UNION AND ITS FUNDS TRANSFER SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT THE CREDIT UNION, ITS AFFILIATES, SERVICE PROVIDERS AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT THE CREDIT UNION SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) THE CREDIT UNION'S ACCESS TO THE ACCOUNTS; (2) THE CREDIT UNION'S DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for Funds Transfer. Be sure to check with Your financial institution for restrictions regarding transfers among Your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. The Credit Union is not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of Your account or those imposed by applicable law.

Electronic Communications

The Funds Transfer Service is an electronic, Internet based-service and that information will be transmitted to You in accordance with the eStatements and eCommunications sections below.

Contact in the Event of Unauthorized Transfer

If You believe Your password, PIN or Touch ID has been lost or stolen, or that someone has transferred or may transfer money from Your account without Your permission, call: (314) 892-5400 or fax: (314) 892-9876, or e-mail: info@neighborscu.org, or write: Electronic Services Administrator, Neighbors Credit Union, 6300 South Lindbergh Blvd 63123.

Types of Transfers

You may use Your Funds Transfer password or Touch ID to transfer funds between any two of Your accounts about which You have provided the necessary information to the Funds Transfer Service. Transfers can be between accounts within the same financial institution or at an unrelated financial institution (although transfers between accounts at the same institution may be affected more quickly by contacting the institution directly). You may also use the Funds Transfer Service to transfer funds from one of Your accounts to an account of a Recipient. Specific instructions for transferring funds to an account of a Recipient are available by clicking on the "Pay Other People" tab.

Some of these services may not be available at all times. The Credit Union may from time to time make available additional or new features to the Funds Transfer Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional services at the Credit Union's sole discretion and additional terms and conditions may apply. Please ensure that You have sufficient funds to affect any funds transfers from Your accounts. The Credit Union may at any time decline to affect any funds transfers that the Credit Union believes may violate applicable law.

Recipient

In the event that You are an intended Recipient, another customer (the "Transferor") has instructed the Credit Union to transfer funds (the "Funds") to an account You designate at Your bank or other financial institution (the "Account"). In addition to the Terms herein, You agree to accept the terms and conditions set forth below:

You authorize the Credit Union to transfer the Funds to Your account. In order for the Credit Union to complete the transfer, You will be prompted to provide the Credit Union with the following information (the "Information"): 1) Your full name; 2) Your current residential address; 3) the name of Your bank or financial institution and ABA routing number (the 9-digit number that appears on the far left of the bottom of Your check) of the financial institution which holds Your account; and 4) the account number. The Credit Union will utilize the Automated Clearing House (ACH) system to send the Funds to Your account. The Credit Union will act on the information provided by You in completing ACH credit instructions to Your account. If for any reason Your financial institution returns the ACH credit or the credit goes to the wrong financial institution or account because You have provided the Credit Union with incorrect information, the Credit Union may, in its sole discretion, take reasonable efforts to complete the credit transaction or return the Funds to the Transferor. You agree not to impersonate any person or use a name that You are not authorized to use. You warrant and represent that You are the person intended by the Transferor and entitled to receive the Funds; that You are not a person whose Accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department; and that the information You will provide is true, correct and complete. The Credit Union reserves the right to decline to complete any transfer, even after You have agreed to all of the terms contained herein, if the Credit Union has reason to believe that completing the transfer would result in a violation of law or expose the Credit Union to liability or risk of loss. If the transfer is rejected for any reason, the funds will be returned to the Transferor.

Frequency of Transfers

The Credit Union does not limit the number of funds transfers You may make; however, You may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable accounts. The Credit Union 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 the Funds Transfer Service.

Dollar Amount of Transfers

You may not make funds transfers in excess of limits set by the Credit Union and described on the Online Banking Section for the Funds Transfer Service. The Credit Union reserves the right to change from time to time the dollar amount of funds transfers You are permitted to make using the Credit Union's Funds Transfer Service. Without limiting the foregoing, in the event that Your use of the Funds Transfer Service has been suspended and reinstated as provided herein (see "Suspension and Reinstatement of Service" below), You understand and agree that Your use of the Funds Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by the Credit Union.

Transfers Subject to the Rules of the Accounts

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant accounts. You agree not to effect any funds transfers from or to an account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

Rejection of Transfers

The Credit Union reserves the right to decline to affect any funds transfers, to submit funds transfer instructions or orders or to carry out change or cancellation requests.

Authorization

You authorize the Credit Union to select any means to execute Your funds transfer instructions. You understand that, to effect Your funds transfer instruction, the Credit Union utilizes the Automated Clearing House (ACH), using applicable ACH Rules, the Credit Union debits one of Your accounts and credit another of Your accounts or an account of a Recipient. Once Your account has been debited, the Credit Union credits its Funds Transfer service provider's transfer account at the service provider's clearing bank. After the Credit Union's Funds Transfer service provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is usually between three (3) to four (4) banking days), the Credit Union's Funds Transfer service provider will credit Your or the Recipient's account. The sole purpose for the Credit Union's Funds Transfer service provider's transfer account is to complete Your funds transfer requests and for performing the Funds Transfer Service. The Funds Transfer service provider earns no interest on the funds in the transfer account. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, You authorize the Credit Union's service provider to collect from the account to which the credit side of the funds transfer was sent. The Credit Union reserves the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if the Credit Union cannot collect the amount credited. To effect this collection, You understand and authorize the Credit Union to debit the credited account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the account.

You understand and agree that the Credit Union may from time to time impose additional charges in connection with Your funds transfer transactions. The Credit Union will notify You of such fee in advance of the transaction. If You choose to proceed with the transaction, You authorize the Credit Union to debit Your account in the amount indicated.

In the event that a debit to any of Your accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and the Credit Union is unable to debit either the debited or the credited account as set forth above, the Credit Union reserves the right, and You hereby authorize the Credit Union, to debit any of Your other accounts to the extent necessary to offset any resulting deficiency. The Credit Union does not undertake to notify You in such event, other than by posting any such transfer or transfers to the applicable account in accordance with this Agreement (see "Documentation," below).

You understand and agree that in the event the Credit Union is unable to execute Your funds transfer request utilizing the ACH, the Credit Union may utilize other established payment mechanisms in order to complete Your funds transfer instructions, such as wire transfer or check.

If You have requested for a funds transfer to a Recipient, You must provide the Credit Union with a true, correct, current e-mail address for such Recipient. The Credit Union will contact the Recipient, and ask the Recipient to provide the Credit Union with certain information, such as the account number and financial institution that they wish to transfer the funds to. If the Recipient fails to reply to the e-mail or fails to follow the instructions provided by the Credit Union, the Credit Union will notify You and credit Your account for the amount of the transfer.

Documentation

You may access a statement of all funds transfers affected or pending at any time by clicking on the "Activity" tab. If a funds transfer could not be completed, the Credit Union and/or its Funds Transfer service provider, upon learning that the funds transfer has failed, will make a reasonable effort to complete the transfer again. If the funds transfer fails a second time, the Credit Union will notify You to contact Your financial institution or other provider of the relevant account to learn more about the failure.

Your Responsibility for Errors

You understand that the Credit Union must rely on the information provided by You and You authorize the Credit Union to act on any instruction which has been or reasonably appears to have been sent by You, to submit funds transfer instructions on Your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. The Credit Union is not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if You provide the Credit Union with incorrect information or if there is any error in Your instruction, the Credit Union will make all reasonable efforts to reverse or delete such instructions, but You accept full responsibility for losses resulting from any of Your errors, duplication, ambiguities or fraud in the information that You provide. You agree not to impersonate any person or use a name that You are not authorized to use. If any information You provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, the Credit Union reserves the right to recover from You any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. If You believe there are any errors in the Funds Transfer Service, please refer to the section below entitled "**In Case of Errors or Questions About Your Electronic Transfers**" for an explanation of steps to be taken.

Security Procedures

You understand that the financial institution at which an account is maintained may contact the Credit Union to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as Your agent, the Credit Union may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such account.

Deviating from Security Procedures

You agree to allow the Credit Union to authorize any financial institution at which You have an account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between You and such financial institution or between You and the Credit Union, on Your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by You directly or by the Credit Union on Your behalf. In addition You agree that the Credit Union may authorize such financial institutions to charge and debit Your accounts based solely on these communications.

Account Number Policy

If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, You agree that the Credit Union has no responsibility to investigate discrepancies between names and numbers.

Joint Account Holder

In submitting Your application for the Funds Transfer Service, You confirm that, if any of Your accounts is a joint account, Your joint account holder has consented for You to use Your accounts for the Funds Transfer Service. The Credit Union will end Your use of the Funds Transfer Service if any joint account holder notifies the Credit Union that (i) they never consented to Your use of the Credit Union's Funds Transfer Service, (ii) the joint account can no longer be operated on Your instructions alone, or (iii) they are withdrawing consent for You to operate the joint account.

Means of Transfer

You authorize the Credit Union to select any means the Credit Union deems suitable to provide Your funds transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as CHIPS or automated clearing house (ACH) as published by the National Automated Clearinghouse Association (NACHA). The Credit Union shall make all reasonable efforts to ensure that Your transfer requests are processed on time; however, the Credit Union reserves the right to hold funds beyond the normal period and if any interest is earned will be the property of the Credit Union.

Our Liability

If the Credit Union does not provide a funds transfer instruction on time, if the Credit Union causes an incorrect amount to be removed from an account or if the Credit Union causes funds from an account to be transferred to any account other than the account or Recipient's account specified in the applicable funds transfer instruction, the Credit Union shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended recipient's account. The Credit Union is not responsible or liable if Your or the Recipient's financial institution's system fails, and the Credit Union is unable to complete the transfer. Except as otherwise required by law, the Credit Union shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on the Credit Union's part or if the Credit Union breaches a representation or warranty of the Credit Union hereunder.

You agree that Your transfer instructions constitute authorization for the Credit Union to complete the transfer. You represent and warrant to the Credit Union that You have enough money in the applicable accounts to make any funds transfer You request that the Credit Union makes on Your behalf through the Funds Transfer Service. You understand and agree that the Credit Union is not liable under any circumstances for any losses or damages if, through no fault of the Credit Union, You do not have enough money to make the funds transfer, and the funds transfer is not completed or is later reversed or if Your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that the Credit Union is not responsible for any losses or damages if circumstances beyond the Credit Union's control (such as fire or flood) prevent the Credit Union from making a Funds Transfer or if the Credit Union website was not working properly, and You knew about the breakdown when You started the funds transfer.

5. External Loan Payments

External Loan Payment Transfer enables You to make payments to Your Loan using a checking account or debit card at Your Financial Institution. You authorize Credit Union, to electronically debit Your designated account (and if necessary, to electronically credit such account to correct erroneous debits) at the Financial Institution in order to make a payment on Your Loan as specified.

Overview

By submitting the payment information, You authorize Credit Union to originate an ACH transaction from your Other FI, including debit cards, to credit Your Loan (excluding credit card and mortgage loans). You agree to follow any applicable instructional material we provide to schedule and initiate Your Loan payment transfers ("External Loan Payment").

Charges or Fees

We may charge you a fee for each Loan Payment transfer made by debit card. We reserve the right to change fees and charges applicable to this service from time to time. Please refer to our Fee Schedule for additional information. Additionally, charges for other transactions and optional services (e.g., Non-Sufficient Funds or Stop Payment Fees) are specified in the Fee Schedule.

You agree to pay such fees and charges and authorize the External Loan Payment Transfer to charge a designated account at Your Other FI for these amounts and any additional charges that may be incurred by You. Any fees associated with Your Loan account will continue to apply.

Accounts

You understand that in order to complete External Loan Payment, it is necessary for the Credit Union and its External Loan Payment Transfer service provider to access the websites and databases of Your Other FI and other institutions where You hold accounts, as designated by You and on Your behalf, to retrieve information and effect the External Loan Payment You request. By using the External Loan Payment Transfer, You represent and warrant to the Credit Union that You have the right to authorize and permit the Credit Union to access Your accounts to affect such External Loan Payment or for any other purpose authorized by this Agreement, and You assure the Credit Union that, by disclosing and authorizing the Credit Union to use such information, You are not violating any third-party rights. You warrant and represent that the information You are providing the Credit Union with is true, current, correct and complete. You hereby authorize and permit the Credit Union and its External Loan Payment Transfer service provider to use information submitted by You to accomplish these purposes and to configure the External Loan Payment service to be compatible with the accounts.

For as long as You are using the External Loan Payment Transfer, You give to the Credit Union and its External Loan Payment Transfer service provider, a limited power of attorney coupled with an interest and appoint the Credit Union and its External Loan Payment Transfer service provider 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 accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting External Loan Payment. Once the Credit Union and/or its External Loan Payment Transfer service provider has actual knowledge that You wish to cease using the External Loan Payment Transfer as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by the Credit Union and/or its External Loan Payment Transfer service provider in good faith before the Credit Union has actual knowledge of termination by You and has 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 account provider is independent of the Credit Union and Your use of the External Loan Payment Transfer. The Credit Union will not be

responsible for any acts or omissions by the Other FI or other provider of any account, including without limitation any modification, interruption or discontinuance of any account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE CREDIT UNION AND ITS EXTERNAL LOAN PAYMENT TRANSFER SERVICE PROVIDER IS EFFECTING AN EXTERNAL LOAN PAYMENT TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, THE CREDIT UNION AND ITS EXTERNAL LOAN PAYMENT TRANSFER SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT THE CREDIT UNION, ITS AFFILIATES, SERVICE PROVIDERS AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT THE CREDIT UNION SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) THE CREDIT UNION'S ACCESS TO THE ACCOUNTS; (2) THE CREDIT UNION'S DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR EXTERNAL LOAN PAYMENT TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY EXTERNAL LOAN PAYMENT TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for External Loan Payment Transfer. The Credit Union is not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of Your account or those imposed by applicable law.

Accuracy of Information You Provide

You agree to provide true, accurate, current and complete information about yourself and your accounts at the Other FI, and you agree not to misrepresent Your identity or information related to Your accounts at your Other FI. You acknowledge that we will rely on the information provided by You, and You authorize us to act on any instruction which has been or reasonably appears to have been sent by You. We are not obligated to take any further steps to confirm or authenticate such instructions and may act upon them without further communication. If instructions identify a Financial Institution and/or a Third-Party Account by name and number, Neighbors Credit Union may execute those instructions by reference to the number only, even if the number does not correspond to the name. You acknowledge that financial institutions may not investigate discrepancies between names and numbers. We shall have no Liability for any losses resulting directly or indirectly from any of Your errors, duplications, ambiguities or misrepresentations in the information that You provide.

Electronic Communications

The External Loan Payment Transfer service is an electronic, Internet based-service and that information will be transmitted to You in accordance with the eStatements and eCommunications sections below.

Frequency and Dollar Amounts of Transfers

The Credit Union will limit your External Loan Payment transfer amount to no more than twice (30X) the payment amount up to a maximum of \$1,500. In order to initiate a loan payment using the External Loan Payment Transfer service, You must have an amount due. The Credit Union may from time to time for security and risk management reasons modify the limits, the frequency and the dollar amount of External Loan Payment Transfers You can make using the External Loan Payment Transfer.

Transfers Subject to the Rules of the Accounts

Additionally, all External Loan Payment are also subject to the rules and regulations governing the relevant accounts. You agree not to affect any External Loan Payment from accounts that are not allowed under the rules or regulations applicable to such accounts.

Rejection of Transfers

The Credit Union reserves the right to decline to affect any External Loan Payment, to submit External Loan Payment instructions or orders or to carry out change or cancellation requests.

Authorization

You authorize the Credit Union to select any means to execute Your External Loan Payment instructions. You understand that, to affect Your External Loan Payment instruction, the Credit Union utilizes either Merchant Processing (debit card), or the Automated Clearing House (ACH) using applicable ACH Rules, the Credit Union debits an account at Your Other FI and credits Your Credit Union loan account. The Credit Union reserves the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if the Credit Union cannot collect the amount credited. To affect this collection, You understand and authorize the Credit Union to debit the credited loan account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the account.

You understand and agree that the Credit Union may from time to time impose additional charges in connection with Your External Loan Payment transactions. The Credit Union may notify You of such fee in advance of the transaction. If You choose to proceed with the transaction, You authorize the Credit Union to debit Your account in the amount indicated.

In the event that a debit to any of Your accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and the Credit Union is unable to debit either the debited or the credited account as set forth above, the Credit Union reserves the right. You hereby authorize the Credit Union to debit any of Your other accounts to the extent necessary to offset any resulting deficiency. The Credit Union will not undertake to notify You in such event, other than by posting any such transfer or transfers to the applicable account in accordance with this Agreement (see "Documentation," below).

You understand and agree that in the event the Credit Union is unable to execute Your External Loan Payment request utilizing the ACH or Debit Card, the Credit Union may utilize other established payment mechanisms in order to complete Your External Loan Payment instructions, such as wire transfer or check.

You agree to and understand that the following terms apply to this authorization:

- Your account at the Other Financial Institution will be debited (charged) and funds will be credited to Your Neighbors Credit Union loan.
- You acknowledge that it is Your responsibility to ensure that sufficient funds are on deposit in Your account at the Other FI on the Payment date the Loan Payment Transfer is initiated ("Payment Initiation Date") to make the payment as scheduled. In the event that funds are not available in Your account at the Other FI and the entry is returned, Credit Union will debit Your Loan and it will be Your responsibility to re-initiate the transaction or make a payment by other means.
- If the due date for Your External Loan Payment falls on a weekend or a holiday, the transaction will occur on the prior business day.
- You understand that payments scheduled for the same day or next day may still take a business day to process and anything submitted after 2:00 pm CST will begin processing the next business day.
- Credit Union is relying on the information You entered. If the information is incorrect, the debit may be returned, which could result in Your payment being late and additional fees or charges.
- You understand that this payment transaction must comply with all applicable law. This authorization will remain in effect unless/or until You notify Credit Union that You have revoked it. Notice must be given by completing the "Edit Payment or Cancel" transaction in the External

Loan Payment section of the online banking service prior to 2 pm CST on the Payment Initiation Date. You can also stop payment by notifying the Other FI that holds the account from which payment will be debited.

- If any payment is rejected or is reversed for any reason, that payment will be reversed on Your Loan and You will be responsible for making payment to the Credit Union separately.

Timing of External Loan Payment Transfers and Related Information

Scheduled recurring payments will be posted on the Payment Initiation Date at 2 pm CST. Payments will be credited to Your Loan on the scheduled Payment Initiation Date after 2 pm CST. Because of the time required to process transactions, a Loan Payment Transfer that you initiate may or may not be reflected in the balances of your affected Accounts before the transaction is actually processed and posted in our official records for the Accounts. Subject to the requirements of applicable law, you agree that we shall have a reasonable opportunity and time to complete the posting of Loan Payment Transfers. Future-dated Loan Payment Transfers may be cancelled or changed through the External Loan Payment platform at any time prior to 2 pm CST on the Payment Initiation Date. Funds will be applied to Your Loan account according to the loan terms and conditions.

Scheduling Payments

For each Payment Initiation Date, the External Loan Payment Transfer will designate Your Loan due date. To ensure timely credit to Your Loan by the due date, you must select a Payment Initiation Date that is no later than the actual date that your payment is due. If the actual due date falls on a non-Business Day, you must select a Payment Initiation Date that is at least one (1) Business Day before the actual due date. Payments must be initiated by 2 pm CST to be credited to Your Loan on the same business day. If the date of your recurring payment falls on a non-Business Day, the payment will be initiated on the Business Day prior to the Payment Initiation Date. Scheduled Payment Initiation Dates must be prior to any late date or the end of any grace period. You are responsible for any late charge, finance charge, penalty or default or other consequence that may result from your selecting a Payment Initiation Date later than the due date.

Cancelling or Changing External Loan Payments

You may cancel or change any External Loan Payment you have initiated or scheduled (including recurring payments) by following the instructions within Online Banking. You may not cancel or change an External Loan Payment after the service has begun processing the transaction and/or after 2 pm CST as displayed in the platform. You should refer to other sections of the Agreement for additional terms regarding the cancellation or stopping of payments. Otherwise, we shall have no obligation to cancel, change, or stop payment on any payment that you have initiated through the External Loan Payment Transfer, except as required by applicable law.

Documentation

You may access all External Loan Payments affected or pending at any time by logging into Online Banking and clicking on the "External Loan Payment" option under the "Move Money" tab. You will have access to 90 days of External Loan Payment history. Additional transaction history is available by viewing your monthly banking statements.

Your Responsibility for Errors

You understand that the Credit Union must rely on the information provided by You and You authorize the Credit Union to act on any instruction which has been or reasonably appears to have been sent by You, to submit External Loan Payment funds transfer instructions on Your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. The Credit Union is not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if You provide the Credit Union with incorrect information or if there is any error in Your instruction, the Credit Union will make all reasonable efforts to reverse or delete such instructions, but You accept full responsibility for losses resulting from any of Your errors, duplication, ambiguities or fraud in the information that You provide. You agree not to impersonate any person or use a name that You are not authorized to use. If any information You provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, the Credit Union reserves the right to recover from You any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. If You believe there are any errors in the External Loan Payment Transfer, please refer to the section below entitled "**In Case of Errors or Questions About Your Electronic Transfers**" for an explanation of steps to be taken.

Security Procedures

You understand that the financial institution at which an account is maintained may contact the Credit Union to verify the content and authority of funds transfer instructions, including External Loan Payments, and any changes to those instructions. You understand that, as Your agent, the Credit Union may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such account.

Account Number Policy

If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, You agree that the Credit Union has no responsibility to investigate discrepancies between names and numbers.

Joint Account Holder

In submitting information for the External Loan Payments Transfer, You confirm that, if any of Your accounts is a joint account, Your joint account holder has consented for You to use Your accounts for the External Loan Payment Transfer. The Credit Union will end Your use of the External Loan Payment Transfer if any joint account holder notifies the Credit Union that (i) they never consented to Your use of the Credit Union's External Loan Payment Transfer, (ii) the joint account can no longer be operated on Your instructions alone, or (iii) they are withdrawing consent for You to operate the joint account.

Means of Transfer

You authorize the Credit Union to select any means the Credit Union deems suitable to provide Your External Loan Payment instructions to the applicable Financial Institution. These choices include banking channels, debit card, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as CHIPS or automated clearing house (ACH) as published by the National Automated Clearing House Association (NACHA). The Credit Union shall make all reasonable efforts to ensure that Your transfer requests are processed on time; however, the Credit Union reserves the right to hold funds beyond the normal period and if any interest is earned will be the property of the Credit Union.

Our Liability

You agree that Your External Loan Payment instructions constitute authorization for the Credit Union to complete the transfer. You represent and warrant to the Credit Union that You have enough money in the applicable accounts to make any External Loan Payment You request that the Credit Union makes on Your behalf through the External Loan Payment. You understand and agree that the Credit Union is not liable under any circumstances for any losses or damages if, through no fault of the Credit Union,

You do not have enough money to make the External Loan Payment, and the External Loan Payment is not completed or is later reversed or if Your Financial Institution does not permit the transfer or the External Loan Payment would exceed the credit limit on any applicable overdraft line.

You also understand and agree that the Credit Union is not responsible for any losses or damages if circumstances beyond the Credit Union's control (such as fire or flood) prevent the Credit Union from making an External Loan Payment or if the Credit Union website was not working properly, and You knew about the breakdown when You started the External Loan Payment.

6. Shared Access

Description

You have the ability to grant Sub-Users to certain access with respect to certain Services and Your accounts. The access options for Shared Access include the following ("Access"):

- 1) View-only access.
- 2) Authority to make transfers between designated accounts.
- 3) Authority to initiate bill payments from designated accounts to designated accounts.

Access may be granted individually or in combinations. By granting Access, a Sub-User may utilize the Services provided in order to perform the functions for which the Sub-User has Access.

Agreement

By granting Access to Sub-users, You agree to the following terms:

- 1) You understand that You have sole authority and control over granting, managing and disabling Access for Sub-Users and all their respective authorities.
- 2) You authorize the Credit Union and any third-party service providers to act on transaction instructions initiated under the credentials of an authenticated Sub-User, just as if it was initiated under Your credentials.
- 3) When granting Access, You assume total liability for any and all activities of Your Sub-Users.
- 4) You agree to hold the Credit Union and any third-party service providers harmless from any liability or claim arising from Your use of the Shared Access, including any claim You make against Your Sub-Users for their handling of Your accounts or breach of Your agreement with said Sub-Users pursuant to Access.
- 5) You agree to indemnify the Credit Union, its employees, agents, volunteers and representatives against any and all claims arising due to:
 - a. Granting another person or persons Access to Your Online Banking Services, Your accounts and/or other authorities with respect to Your accounts;
 - b. Acts or actions taken by the Sub-Users You granted Access to; and/or
 - c. Any breach of the terms of this Agreement by any Sub-Users You granted Access to.
- 6) Notwithstanding anything to the contrary herein, the Credit Union and any third-party service providers are not responsible for any errors or unauthorized transactions on Your accounts initiated by a Sub-User, and the Credit Union expressly disclaims all liability, claims and damages in connection with such activities.

7. eStatements

Your Legal Rights

You have the right, at any time and without charge, upon 10-day notice, to withdraw consent for electronic delivery of Your account statements and again receive them by mail.

You have a right to receive this disclosure in paper form. To receive a paper disclosure, please contact the Credit Union by telephone or mail as shown below.

If You had requested electronic delivery of Your statements, You may obtain a paper copy of Your account statement by contacting the Credit Union by telephone or mail as shown below. Requests for copies of statements incur a \$2.00 fee for the service.

This Agreement is subject to change from time to time. Communications may be posted on the "Online Banking" web page or delivered to the e-mail address You provide. Any electronic communication sent by e-mail will be deemed to have been received by You when it is sent to You. Any eCommunication posted within Online Banking will be deemed to be received by You no later than 30 calendar days after it has been posted. You agree that these are reasonable procedures for sending and receiving electronic communications.

By clicking "Sign Up" below and accessing Your eStatement, You confirm Your agreement to be bound by all disclosures and agreements and acknowledge Your receipt and understanding of this agreement.

Available Balance

The balance amount does not reflect the amount on hold for debit card, check deposits or other transactions. Your available balance may be less than the balance shown.

In Case of Errors or Questions About Your Electronic Transfers

Telephone the Credit Union at 314-892-5400 or 1-800-325-2697 or Write the Credit Union at Neighbors Credit Union, 6300 South Lindbergh Blvd., St. Louis, MO 63123, Attn: Member Services, as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transfer listed on the statement or receipt. The Credit Union must hear from You no later than 60 days after the Credit Union sent the FIRST statement on which the problem or error appeared.

- 1) Tell the Credit Union Your name and account number (if any).
- 2) Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- 3) Tell the Credit Union the dollar amount of the suspected error.

If You tell the Credit Union orally, the Credit Union may require that You send the Credit Union Your complaint or question in writing within ten (10) business days.

The Credit Union will determine whether an error occurred within ten (10) Business Days after the Credit Union hears from You and will correct any error promptly. If the Credit Union needs more time, however, the Credit Union may take up to 45 days to investigate Your complaint or question. If the Credit Union decides to do this, the Credit Union will credit Your account within the (10) Business Days for the amount You think is in error, so that You will have the use of the money during the time it takes the Credit Union to complete its investigation. If the Credit Union asks You to put Your complaint or question in writing and the Credit Union does not receive it within ten (10) Business Days, the Credit Union may not credit Your account.

For errors involving new accounts, point-of-sale or foreign-initiated transactions, the Credit Union may take up to 90 days to investigate Your complaint or question. For new accounts, the Credit Union may take up to 20 Business Days to credit Your account for the amount You think is in error.

The Credit Union will tell You the results within three (3) Business Days after completing the Credit Union's investigation. If the Credit Union decides that there was no error, the Credit Union will send You a written explanation. You may ask for copies of the documents that the Credit Union used in its investigation.

Balance Computation Method

The Credit Union figures the finance charge on Your account by applying the periodic rate to the "daily balance" of Your account for each day in the billing cycle. To get the "daily balance," the Credit Union takes the beginning balance of Your account each day, adds any new purchases/advances/fees, and subtracts any unpaid finance charges (if any) and any payments or credits. This gives the Credit Union the daily balance. Then the Credit Union adds up all the daily balances for the billing cycle and divides the total by the number of days in the billing cycle. This gives the Credit Union the "average daily balance."

About Your Bill for Line Of Credit Loans

The following summary explanation of Your rights to dispute or question bills applies to loan(s) designated as LINE OF CREDIT LOAN TYPES(S).

BILLING RIGHTS SUMMARY - Line of Credit Loans

In Case of Errors or Questions About Your Bill

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

If You think there is an error on Your statement, write to the Credit Union at the address shown on Your bill as soon as possible. You may also contact the Credit Union on the Web at: www.NeighborsCU.org. In Your letter, give the Credit Union the following information:

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

You must contact the Credit Union:

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

You must notify the Credit Union of any potential errors in writing [or electronically]. You may call the Credit Union, but if You do, the Credit Union is not required to investigate any potential errors, and You may have to pay the amount in question.

What Will Happen After the Credit Union Receives Your Letter

When the Credit Union receives Your letter, the Credit Union must do two things:

- 1) Within 30 days of receiving Your letter, the Credit Union must tell You that the Credit Union received Your letter. The Credit Union will also tell You if the Credit Union has already corrected the error.
- 2) Within 90 days of receiving Your letter, the Credit Union must either correct the error or explain to You why the Credit Union believes the bill is correct.

While the Credit Union investigates whether or not there has been an error:

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

After the Credit Union finishes its investigation, one of two things will happen:

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

If You receive the Credit Union's explanation but still believe Your bill is wrong, You must write to the Credit Union within ten (10) days telling the Credit Union that You still refuse to pay. If You do so, the Credit Union cannot report You as delinquent without also reporting that You are questioning Your bill. The Credit Union must tell You the name of anyone to whom the Credit Union reported You as delinquent, and the Credit Union must let those organizations know when the matter has been settled.

If the Credit Union does not follow all of the rules above, You do not have to pay the first \$50.00 of the amount You question even if Your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

- 1) The purchase must have been made in Your home state or within 100 miles of Your current mailing address, and the purchase price must have been more than \$50.00. (Note: Neither of these are necessary if Your purchase was based on an advertisement the Credit Union mailed to You, or if the Credit Union owns the company that sold You the goods or services.)
- 2) You must have used Your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses Your credit card account do not qualify.
- 3) You must not yet have fully paid for the purchase.

If all of the criteria above are met and You are still dissatisfied with the purchase, contact the Credit Union in writing [or electronically] at the address shown below or on the Web at www.NeighborsCU.org.

While the Credit Union investigates, the same rules apply to the disputed amount as discussed above. After the Credit Union finishes its investigation, the Credit Union will tell You the Credit Union's decision. At that point, if the Credit Union thinks You owe an amount and You do not pay, the Credit Union may report You as delinquent.

Electronic Communications: What You Will Receive From the Credit Union

Once You enroll in this voluntary program, Your paper statement will no longer be sent to You. On or shortly following the first day of each month, You will receive an e-mail message that Your statement is available, along with instructions on how to retrieve Your e-Statement. Statement notifications can be sent to only one e-mail address. For example, the notification cannot go to both a work and home e-mail address. The consent You are providing is for electronic delivery of Your monthly, quarterly or annual Credit Union account statements and eStatement Disclosure/Agreement updates.

How to Grant Consent

By clicking "Enroll" below and separately submitting the Credit Union e-Statement Enrollment Form, You agree and consent to the terms of this Agreement and are authorizing the Credit Union to deliver statements of Your Credit Union account(s) by electronic means. You agree that electronic delivery will satisfy the Credit Union's requirement to provide You a periodic statement of Your account(s).

How to Withdraw Consent

You may un-enroll in eStatements by updating Your account from the eStatement section within Online Banking. You may also withdraw Your consent by e-mail from Your e-mail address of record with the Credit Union, or by written and signed request sent to the address shown below.

You will be required to electronically grant consent and agree to the eStatement disclosure terms to re-enroll into the eStatement service.

Obtaining and Retaining Paper Copies of the eCommunications

The Credit Union strongly advises that You save Your statement in PDF format to Your personal computer or print out a copy of Your statement (and check images if this applies). This statement of account contains income tax reporting data, year-to-date interest and/or dividends. The dividend amount will be reported to federal and state governments per requirements. Retain Your statement of account for purposes of income tax reporting. The Credit Union keeps a 24-month rolling history of Your statements online at any time. Requests for copies of statements incur a \$2.00 fee for the service.

Reports to Credit Bureaus

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

8. Other Terms & Conditions

Notice

To contact the Credit Union for any purpose under this Agreement, You may telephone us at 314-892-5400 or 1-800-325-2697. You may also write to: 6300 South Lindbergh Blvd., St. Louis, MO 63123, Attn: Member Services. You may also visit the website: www.NeighborsCU.org or e-mail: info@NeighborsCU.org.

Errors and Questions

Except as otherwise preceded herein, in case of errors or questions about the Services, You should telephone the Credit Union at (800) 325-2697 or write the Credit Union at 6300 South Lindbergh Blvd., St. Louis, MO 63123. You must notify the Credit Union no later than 60 days after the Credit Union sent You the first statement on which the error or problem appeared. You will need to tell the Credit Union:

- Your name and account number;
- Why You believe there is an error and the dollar amount involved; and
- Approximately when the error took place

If You tell the Credit Union orally, You may require that You send Your complaint or question in writing within ten (10) business days. The Credit Union will tell You the results of the Credit Union's investigation within ten (10) business days and correct any error promptly. If the Credit Union needs more time, the Credit Union may take up to 45 days to investigate, but You will have the use of the funds in question after the ten (10) days. If the Credit Union determines that there was no error, the Credit Union will send You a written explanation within three (3) business days after the Credit Union completes its investigation. You may ask for copies of the documents that were used in the investigation.

Liability for Unauthorized Transfers

You agree that You will tell the Credit Union at once if You believe Your PIN, Touch ID or password has been lost, stolen or otherwise compromised. Telephoning is the best way of keeping Your losses down. You acknowledge that You could lose all of the money in account and the funds in Your overdraft line of credit can be applied if You fail to notify the Credit Union. If You notify the Credit Union of the loss or theft of Your access code within two (2) Business Days after You learn of it, Your loss will be limited to \$50.00.

If You believe Your PIN, Touch ID or password has been lost or stolen or that someone has transferred or may transfer money from an account without Your permission, You should call (800) 325-2697 during regular office hours or write the Credit Union at: 6300 South Lindbergh Blvd., St. Louis, MO 63123.

Third- Party Disclosures

The Credit Union will disclose information to third parties about Your account or the transfers You make: (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of Your account for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; or (4) if You give Your written permission.

Privacy Policy and Confidentiality

The Credit Union regards Your privacy and security with the utmost importance, and the Credit Union is absolutely committed to safeguarding any information that You share with the Credit Union. In order to provide the Services, the Credit Union must obtain from You certain personal information about You, Your Accounts and Your transactions (referred to herein as "User Information"). You represent that You have the right to provide such User Information and that You give the Credit Union the right to use the User Information in accordance with the Credit Union's privacy policy.

All of Your personal and financial information will be placed on a secure portion of the Credit Union website. The Credit Union does not use any persistent "cookies" on the browser to store any personal information. The Credit Union has multiple levels of security that have been designed especially for the Credit Union. You can see a full description of the Credit Union's privacy policy by clicking on "Privacy Policy".

Equipment and Technical Requirements

In order to use the Services, You must have Internet access through an Internet Service Provider and Internet Browser software that supports 128-bit encryption. In order to ensure the best possible experience, please be sure you are using the most up to date versions of the browsers listed below. Your browser will need both JavaScript and cookies enabled to access and operate within the site. Following are examples of supported Browsers:

- Microsoft Internet Explorer and/or Edge
- Google Chrome
- Mozilla Firefox
- Safari

You must also have sufficient electronic storage capacity or a printer that is capable of printing from Your browser. The eStatement and eCommunications You receive may be PDF format; therefore, You will also need Adobe Acrobat Reader, which can be downloaded from the following website if You do not already have it: <http://www.adobe.com/products/acrobat/readstep2.html>.

To use Telephone Banking, You must have a touch-tone phone.

In order to use the Check Deposit Service, You must have a Mobile Device that is acceptable to the Credit Union and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that the Credit Union and/or the Credit Union's service provider(s) establish and specify. You must install and test Your Mobile Device, Your system and any other required hardware and software before You make Your first deposit through Check Deposit.

You understand that the Credit Union does not make any warranties on equipment, hardware, software, reliability of the Internet Service Provider or any part of them, expressed or implied, including, without limitation, and warranties of merchantability or fitness for a particular purpose. The Credit Union is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Service Provider, any related software, or the Services or the use thereof or arising in any way out of the installation, use of maintenance of Your personal computer hardware, software or other equipment. The Credit Union and/or the Credit Union's service provider(s) may change any specifications and/or requirements from time to time. The Credit Union is not responsible for any third-party software You may need to use the Services. You agree that You will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. You are solely responsible, at Your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Services. You accept any software "as is" and subject to the terms and conditions of the software agreement that You enter into directly with the third-party software provider at the time of download and installation.

Limitations of Service

When using the Services, You may experience technical or other difficulties. The Credit Union cannot assume responsibility for any technical or other difficulty or any resulting damages that may incur. In the event that the Credit Union at any time incurs a problem with Your use of the Services, without limiting any other right or remedy that the Credit Union may have under this Agreement or otherwise, the Credit Union reserves the right to suspend Your right to use the Services, immediately and without prior notice to You. You understand and agree that such action is reasonable for the Credit Union to take in order to protect itself from loss. In the event of such suspension, You may request reinstatement of Your Services by contacting the Credit Union using any of the methods provided for under this Agreement. The Credit Union reserves the right in its sole discretion to grant or deny reinstatement of Your use of the Services. In the event the Credit Union agrees to reinstate You, the Credit Union reserves the right to, and ordinarily will, initially reinstate Your Services subject to certain restrictions that the Credit Union may impose in its sole and absolute discretion.

New Services

The Credit Union may occasionally introduce new services. The Credit Union shall notify You of these new services, and by utilizing these services, You agree to be bound by the obligations and conditions concerning these services. In addition to the terms set forth in this Agreement, You agree to be bound by all the terms and conditions of any separate instructions that You may be provided with in conjunction with this system and any and all applicable state and federal laws and regulations.

Proprietary Rights

You acknowledge and agree that the Credit Union and/or the Credit Union's service provider(s) own all rights in and to the Services. You are permitted to use the Services only as expressly authorized

by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Credit Union and/or the Credit Union's service provider's Services or any of the Credit Union and/or the Credit Union's service provider(s)'s services or technology.

No Unlawful or Prohibited Use

As a condition of using the Services, You warrant to the Credit Union that You will not use the Services for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that You will not use the Services in any manner that could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or use the Services to obtain any materials or information through any means not intentionally made available or provided for through the Services. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

User Content

Subject to the Credit Union's Privacy Policy, You agree that the Credit Union may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") You provide to the Credit Union for the purpose of providing the Services, and You hereby give the Credit Union a license to do so. By submitting Content, You represent that You have the right to license such Content to the Credit Union for the purposes set forth in this Agreement.

Links to Third-Party Sites

The Credit Union website may contain links to other websites ("Linked Sites"). Such links are provided solely as a convenience to You. The Credit Union does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that the Credit Union, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and makes no representations or warranties regarding the Linked Sites or Your use of them.

Termination

The Credit Union reserves the right to terminate Your use of the Services, in whole or part, at any time without prior notice.

Communication

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to You electronically.

Time

All references to time of day in this Agreement and Disclosure refer to Central Standard Time.

Limitation of Warranty and Liability

YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE CREDIT UNION ASSUMES NO RESPONSIBILITY FOR THE USE OF THE SERVICES. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE CREDIT UNION WEBSITE OR IN THIS AGREEMENT, THE CREDIT UNION DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD-PARTY RIGHTS, AND THE CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY THE CREDIT UNION FROM THE ACCOUNTS OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE CREDIT UNION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICES, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY THE CREDIT UNION FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify, defend and hold harmless the Credit Union, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third-party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your use of the Services, the Credit Union's reliance on the information, instruction, license and/or authorization provided by You under or pursuant to this Agreement, Your violation of the terms of this Agreement or Your infringement, or infringement by any other user of Your account, of any intellectual property or other right of any person or entity.

You agree that the Credit Union's rights and remedies arising out of any breach of Your representations and warranties in this Agreement, the limitations on the Credit Union's liability and the Credit Union's rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions, the Credit Union's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of the Credit Union's right to subsequently enforce such provision or any other provisions of this Agreement.

Electronic Mail ("e-mail")

If You send the Credit Union an electronic message ("e-mail"), it will be deemed received on the following Business Day. You should not rely on e-mail if You need to report an unauthorized transaction from one of Your accounts or if You need to stop a payment that is scheduled to occur. E-mail messages may not be secure; therefore, You should not send or ask for sensitive information such as account numbers, passwords, account information, etc., via any general or public e-mail system.

Alterations and Amendments

The terms of this Agreement, applicable fees and service charges may be altered or amended by the Credit Union from time to time. In such event, the Credit Union shall send notice to You at Your address of record or by e-mail. Any use of the Services after a notice of change will constitute Your agreement to such change(s). Further, the Credit Union, may, from time to time, revise or update the programs, services and/or related material, which may render all such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement and limit access to the Credit Union's more recent revisions and updates of the Services.

Address and Phone Number Changes

You must keep the Credit Union aware of changes in Your current address, home and business phone numbers. You agree to promptly notify the Credit Union in writing of any changes.

Termination or Discontinuation

In the event You wish to discontinue the Service, You must contact the Credit Union within ten (10) days prior to the actual service discontinuation date. You must request the service discontinuation by written correspondence sent via the mail. Written notice must be signed and sent to: Neighbors Credit Union, 6300 South Lindbergh Blvd., St. Louis, MO 63123.

The Credit Union may terminate the Services, in whole or part, to any individual at any time with or without cause and without advance notice. Neither termination nor discontinuation shall affect Your liability or obligation under this Agreement.

Payee Limitations

The Service reserves the right to refuse to pay any person or entity to which You may direct a payment. The Credit Union will notify You if it decides to refuse to pay a person or entity designated by You. This notification is not required if You attempt to make a prohibited payment as described in this Agreement.

Information Authorization

Through Your enrollment in the Services, You agree that the Credit Union (or its third-party service providers) reserves the right to request a credit agency report and/or a review of Your credit rating at its own expense through an authorized credit agency/bureau. In addition, You agree that the Credit Union reserves the right to obtain financial information regarding Your account from a merchant or financial institution to resolve payment-posting problems.

Disputes

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

Assignment

You may not assign this Agreement to any other party. The Credit Union may assign this Agreement to any future, directly or indirectly, affiliated company. The Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third-party service providers. The Credit Union may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

No Waiver

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

Captions

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

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, United States of America, without regard to its conflicts of law provisions.

By clicking to accept, You acknowledge electronic receipt of the Agreement associated with the Services and agree that You have read and will abide by this Agreement. You understand the most current version of this Agreement appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Services. You also agree the Credit Union does not need to provide You with an additional paper (non-electronic) copy of this Agreement unless specifically requested. Further, You understand that a copy of this Agreement can be printed by using Your browser's print command and a printer.