

MYACFCU ONLINE AND MY MONEY CAPTURE AGREEMENTS AND DISCLOSURES

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF OUR PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM ("MYACFCU ONLINE") AND INTERNET ENABLED MOBILE SYSTEM ("MY MONEY CAPTURE"), WITH ITS CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE.

Throughout these Agreements And Disclosures, the references to "We", "Us", "Our" and "Credit Union" mean APPALACHIAN COMMUNITY FEDERAL CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using Our MYACFCU Online system or My Money Capture system. For joint accounts, read singular pronouns in the plural.

MYACFCU ONLINE AND MY MONEY CAPTURE AGREEMENT. This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. An electronic fund transfer is any transfer of funds which is performed through Our MYACFCU Online system or My Money Capture system. You understand that any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of Your PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your PIN and/or other Account access device; (b) that We may follow all instructions given to the MYACFCU Online and My Money Capture systems; and (c) that each withdrawal by You or by any authorized user of Your PIN may be charged to Your savings or checking Account, as appropriate, and will be treated as though it were a share withdrawal except that We may charge withdrawals to Your savings Account in any order We determine.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your savings and/or checking Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges. For security reasons there are limits on the number of transactions that may be processed each day.

ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES. You will be issued separate Personal Identification Numbers (PINs) and/or Access Codes to be used in conjunction with MYACFCU Online and My Money Capture transactions. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your savings Account or Your checking Account to cover such transactions.

OTHER AGREEMENT. If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

BUSINESS DAYS. Every day is a business day except Saturdays, Sundays and holidays.

TYPES AND LIMITATIONS OF SERVICES

MYACFCU ONLINE TRANSACTIONS. At the present time, You may use MYACFCU Online in conjunction with Your Access Code and a personal computer for the following services: (a) transfer of funds between Your savings and checking Accounts; (b) make payments on Your loan accounts with Us from Your savings and checking Accounts; (c) obtain balance information on Your savings, checking and term share certificate Accounts and lines of credit with Us; and (d) miscellaneous inquiries on Credit Union services that affect Your Account. MYACFCU Online operates 24 hours every day. If You attempt to use the system and are told that "the system is not available", please try again later when service is restored.

You may also use MYACFCU Online in conjunction with Your Access Code and a personal computer to access the bill payer feature, which can then be used to issue payments to third parties on Your behalf. You authorize Us to post any such payments requested by You to Your Account(s). Payments requested by You through the use of the bill payer feature will be made by check or by electronic fund transfer. The Credit Union cannot guarantee the time any payment will reach any of Your creditors and accepts no liability for any service fees or late charges levied against You. Payments requested to be sent on dates that do not exist in a given month (i.e. February 30th or April 31st), or fall on Sundays, federal reserve and other Credit Union observed holidays will be sent on the preceding day. In addition, payment requests received prior to 4:00 p.m. Eastern Standard Time on a day that We are open will be processed on that day. Payment requests made after 4:00 p.m. Eastern Standard Time will be processed on the next day that We are open.

MY MONEY CAPTURE TRANSACTIONS. At the present time, You may use My Money Capture in conjunction with Your Access Code and an internet enabled personal computer, smartphone and/or mobile computing device (e.g. tablet) and

imaging application/device to deposit checks to Your checking and savings Accounts that You have with Us.

OWNERSHIP. Any Account access device (such as a PIN or Access Code) will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to discontinue its use immediately upon Our request.

NOTIFICATION OF PRE-AUTHORIZED DEPOSITS. If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payor), You can call Us at the telephone shown in this Agreement to find out whether or not the deposit has been made.

RIGHT TO STOP PRE-AUTHORIZED PAYMENTS. If You want to stop any pre-authorized payments, call Us at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

NOTICE OF VARYING AMOUNTS. If regular pre-authorized payments may vary in amount, the person you are going to pay will tell You, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

OUR LIABILITY FOR FAILURE TO STOP PAYMENT. If You order Us to place a stop payment on one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

TRANSACTION SLIPS. When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

FEES. We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, in the fees section of this Agreement. Such fees and charges may also be viewed elsewhere on Our website, separate from this Agreement.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough available funds to make the transaction through no fault of Ours; (b) circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken; (c) Your PIN or Access Code has been reported lost or stolen and We have blocked the Account; (d) the money in Your Account is subject to legal process or other claim; (e) there are other lawful exceptions established by Us and You are given proper advance notice of them; and (f) You exceed any limits on Your Account.

LIABILITY FOR UNAUTHORIZED USE. Telephone Us at once at the telephone number shown in this Agreement or write to Us at the address shown in this Agreement if You believe Your PIN or Access Code has been lost or stolen. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable). If You tell us within 2 business days after You learn of the loss or theft of Your PIN or Access Code, You can lose no more than \$50 if someone uses Your PIN or Access Code without Your permission. If You fail to tell Us within 2 business days after You learn of the loss or theft of Your PIN or Access Code and We can prove that We could have stopped someone from using Your PIN or Access Code without Your permission if You had told Us, then You could lose as much as \$500.00.

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

Additionally, if Your periodic statement shows transactions that You did not make, You will tell Us at once. If You fail to tell Us within 60 days after We furnish You the periodic statement, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods.

IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS. Telephone Us at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We sent the first statement on which the problem or error appeared.

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

If You tell us orally, We may require that You send us Your complaint or question in writing within 10 business days. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 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 Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your

Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; or (b) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made. If We decided that there is no error, We will send You a written explanation within 3 business days after We finish Our investigation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred.

UNAUTHORIZED TRANSFERS. To report a lost or stolen PIN, Access Code or any combination thereof, You will call Us at the telephone number shown in this Agreement. You may also report the loss of a PIN, Access Code or any combination thereof, by writing to Us at the address shown in this Agreement.

DISCLOSURE OF ACCOUNT INFORMATION. We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

TERMINATION. We may terminate Your right to use Your PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

CHANGE IN TERMS. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of Tennessee except to the extent that such laws are inconsistent with controlling federal law.