

Electronic Consent Disclosure and Online Banking Service Agreement

This Agreement is the contract which covers your and our rights and responsibilities concerning MyBranch online banking, MyMobile banking, the BillPay service, and other electronic banking services offered to you by Family Trust Federal Credit Union ("Credit Union"). The MyBranch and MyMobile online banking service permits you to electronically initiate account transactions and bill payments involving your accounts and communicate with the Credit Union. In this Agreement, the words "you" and "yours" mean those who request and use the MyBranch, MyMobile, and BillPay service, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share accounts you have with the Credit Union. "Online banking" means any electronic account service offered by the credit union.

By submitting the authorization for the MyBranch online banking service, or by accepting or using the Username and/or Password to make any MyBranch transaction, you agree to the following terms governing your and our rights and responsibilities concerning online electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated transactions through MyBranch online services involving your deposit accounts. In addition to the terms herein, you acknowledge the receipt and incorporation herein of the terms of your Membership Agreement with the Credit Union, which shall also govern our relationship with you. To the extent that the terms of a specific provision in this Agreement vary from the terms set forth in the Membership Agreement, the specific terms and condition of this Agreement will govern our relationship with you with regard to the services specifically described herein.

Online Banking Electronic Communications Consent

- 1. Your Legal Rights.** Certain laws require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this Electronic Communications Disclosure and obtain your consent to receive it electronically. Your consent will also apply to any other person named on your account, product or service, subject to applicable law. Since online banking includes some of this information, you must consent to this Electronic Communications Disclosure in order to enroll in online banking. By accepting this agreement, you are consenting to receive all communications from the Credit Union electronically, unless otherwise is required by applicable law.
- 2. Types of Electronic Communications You Will Receive.** You understand and agree that the Credit Union may provide to you in electronic format only, by posting the information in online banking or on the Credit Union's website or through email (if applicable and if you have provided a valid email address) agreements, disclosures, notices, statements, and other information and communications regarding your accounts, services and products; the use of any online banking or other Credit Union web services; your relationship with us; and/or other programs, products or services that are or may in the future be made available to you. Such communications may include, but are not limited to:
 - This Electronic Communications Disclosure;
 - The Online Banking Service Agreement and Disclosure, other service or user agreements for online access to the Credit Union's website, all updates to these agreements and all disclosures, notices and other communications regarding online banking and transactions you make within online banking or through any Credit Union websites;
 - Disclosures, agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act, or other applicable federal or state laws and regulations;

- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service including, but not limited to, account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act, or other applicable federal or state laws and regulations;
- Any notice or disclosure regarding an account, product or service fee, such as a late fee, an overdraft fee, an over limit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee, or a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our Privacy Policy and other privacy statements or notices (by posting such notices on our website);
- Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statements; and
- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements.

We will notify you by email when your E-Statement is available for viewing on the MyBranch online banking service. We will use the email address you have provided to send your E-Statement notifications. You are responsible for notifying the Credit Union of any changes to your email address. If our E-Statement alert is returned as undeliverable, we will make a reasonable attempt to redeliver your email notice electronically. If you do not provide us with an updated email address, you may continue to access your E-Statements through the electronic banking service. However, we may discontinue sending E-Statement notifications and we reserve the right to terminate your E-Statement services.

3. **Consent.** By accepting this agreement, you consent to having all disclosures provided or made available to you in electronic form and to doing business with the Credit Union electronically. You agree to the same terms that apply to a signed application or agreement; and you agree that accepting this consent and/or these terms constitutes your signature as though they were physically signed by you. This electronic submission/consent qualifies as your signature for all purposes and uses whatsoever.
4. **Withdrawal of Consent.** Subject to applicable law, you may withdraw your consent to this Electronic Communications Disclosure by calling or writing us at the number or address provided at the end of this agreement. If you withdraw your consent, we may stop providing you with communications electronically, and your online banking access will be terminated. Your withdrawal of consent is effective only after you have communicated your withdrawal to the Credit Union and the Credit Union has had a reasonable period of time to act upon your withdrawal. Your consent shall remain in force until withdrawn in the manner provided in this section.
5. **Paper Option.** You have the right to request and receive a paper copy of your E-Statements and E-Disclosures at any time by contacting us using any of the methods listed above. There may be a fee for requesting any paper copy of a statement or disclosure we have previously provided to you electronically.

- 6. Hardware and Software Requirements.** The general equipment and software requirements needed to access home banking services and retain documents, agreements and disclosures electronically can be found on the credit union's website at www.familytrust.org.
- 7. Updating Your Contact Information.** In the event that your email address or other contact information is changed, you agree to promptly notify the Credit Union through MyBranch online banking, in writing, or by visiting one of our branch offices. If you fail to update or change an incorrect email address or other contact information, you understand and agree that any communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form in online banking, on the Credit Union's website, or sent to the email address we have for you in our records.
- 8. Limit of Liability.** The Credit Union employs all reasonable means to secure e-mail communications. With this agreement however, you acknowledge that the Internet is considered inherently insecure. You agree that the Credit Union has no liability to you whatsoever for any loss, claim or damages related to the failure of any electronic communication as a result of circumstances outside of our reasonable control. We have no duty to investigate the validity, or to verify any e-mail communication that we, in good faith, believe you have submitted to us. We may respond to an e-mail at either the address provided with the communication, the e-mail address you have provided to us, or any other application or written communication actually received by us. Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is at the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon, or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

Family Trust Federal Credit Union Contact Information

- Call: **(803) 367-4100** or **(866) 755-3537** (outside of York County, SC), or
- Contact us electronically by sending an email messages to eservices@familytrust.org; or
- Write:
Family Trust Federal Credit Union
PO Box 10233
Rock Hill, SC 29731

Online Banking Service Agreement

- 1. Account Access.** Upon approval, you may use your personal computer to access your accounts through the Internet. You must use your Username along with your Password to access your accounts. The online banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the online banking services may not be available due to system maintenance. You will need a personal computer and a web browser to access online banking. The online address for the online banking service www.familytrust.org. You are responsible for the installation, maintenance and operation of your computer and/or modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer.
- 2. Types of Transactions.**

At the present time, you may use online banking to:

- Obtain balance and transaction history for your accounts.
- Transfer funds between your accounts held within the Credit Union.
- Transfer funds between your accounts held at an external institution.
- Make bill payments to authorized creditors from your designated checking account.

- Request a withdrawal from any savings, checking, or line of credit account by check mailed to you.
- Download account information to external software programs.
- Communicate with the Credit Union using the secure messaging system or secure chat feature (secure chat available during business hours).
- Access your electronic statement, notices, alerts and other electronic communications.

Transactions involving your deposit accounts will be subject to the terms of your Membership Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable. The Credit Union does not make any warranty, express or implied, to you regarding any external software programs including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

New services may be introduced from time to time. By using these services when they become available, you agree to be bound by the rules that will be provided to you concerning these services.

3. Inappropriate Transactions. You warrant and agree that you will not use any online banking or any other Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access device.

4. Online Banking Service Limitations. The following limitations on online banking transactions may apply in using the services described above:

- **Transfers/Withdrawals.** You may make funds transfers to your other accounts as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your postal address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits.
- **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.
- **Secure Messaging.** You may use the Secure Messaging feature to send messages to us. Secure Messaging may not, however, be used to initiate a transfer or stop payment order on your account. The Credit Union may not immediately receive the Secure Messaging communications that you send and the Credit Union will not take action based on Secure

Messaging requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth at the end of this Agreement.

- 5. Bill Payment Service.** When you apply for the Bill Payment service, you must designate your Checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. We reserve the right to not allow the designation of a particular merchant or institution. In addition to the terms herein, when you use the BillPay Service you acknowledge the receipt and incorporation herein of the BillPay Terms and Conditions, which shall also govern our relationship with you. To the extent that the terms of a specific provision in this Agreement vary from the terms set forth in the BillPay Terms and Conditions, the specific terms and conditions of the BillPay Terms and Conditions will govern our relationship with you with regard to the services specifically described therein.
- You or any persons who you have authorized to use your MyBranch online banking Username and Password can perform the following transactions:
 - Pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount "on demand," from your designated Checking Account.
 - Obtain information (payee information, payment status information, etc.) about your Bill Payment account status.
 - You authorize us to process Bill Payments from your designated account. You may use the Bill Payment service to initiate three different types of payment transactions:
 - "On demand" payments are payments that are not recurring.
 - "Future" payments are payments that you initiate each payment by setting the payment amount and due date.
 - "Recurring" payments are payments that are recurring on a fixed due date and fixed amount.
 - Authorized Payments. When you transmit a Bill Payment instruction to us, you authorize us to transfer funds to make the Bill Payment transaction from your Checking account. We will process Bill Payment transfer requests to those payees you authorize and for whom the Credit Union has the proper payee information. The Credit Union will not process any Bill Payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the Bill Payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection plan you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.
 - Scheduling Payments. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. Bill Payment payments are delivered to the payee either electronically or by check to those payees not set up to accept electronic payments. The Credit Union will withdraw the designated funds from your account for bill payment by midnight on the date you schedule for payment. No payment will be processed over a Saturday, Sunday or Federal Reserve Holiday. If a payment is scheduled on one of these days, the transfer will occur on the first business day after the scheduled date. In these cases, you should plan to have the payment completed on the last business day before any of these days. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account, but may in our discretion do so pursuant to any applicable overdraft agreements. You must allow sufficient time for vendors or process your payment after they receive a transfer from the

Credit Union. Please allow at least a seven (7) days lead-time prior to your due date. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You agree to follow the requirements of the Bill Payment Service Terms and Conditions, which are incorporated herein by reference. The Bill Payment Terms and Conditions can be found under the Online Banking section on our website.

- **Processing Payments.** The amount of your requested Bill Payment will be deducted from your account on the Scheduled Payment Date. You will receive a confirmation number at the time of each transaction. Therefore, you must have sufficient funds available to cover your payment on the Scheduled Payment Date. There is a dollar limit of \$999,999.99 (or your available balance) on any single payment.
- **Canceling or Changing Payments.** You may revise or cancel a Bill Payment under certain circumstances by following the instructions provided. If you discover an error or want to change a payment instruction (i.e. payment date or payment amount) for a Bill Payment that you have already scheduled for transmission through the Bill Payment service, you may electronically edit or cancel your payment request through the Bill Payment service as follows:
 - Same day payments are processed at 5:00pm EST. Payments may be edited until this process time. If the payment is setup after 5:00pm EST, the payment may be edited until 5:00pm EST the next business day.
 - ACH payments may be edited until 1:00pm EST on the business day prior to the pay date.
 - Check & Laser Draft payments may be edited until 1:00pm EST three business days prior to the pay date.

If you wish to place an oral stop payment on a recurring Bill Payment transaction, not using the Bill Payment service, the Credit Union must receive your oral stop payment request at least three (3) business days before the Scheduled Payment Date. You may call the Credit Union at the telephone number set forth at the end of this Agreement to request a stop payment. A fee, as set forth in the Credit Union's Fee Schedule, may apply.

- **Exception Payments.** Tax payments and court ordered payments may be scheduled through the Bill Payment Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Credit Union or Bill Payment Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Payment Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Bill Payment Service. The Bill Payment Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Credit Union or Bill Payment Service.

- 6. Initial Access.** During the MyBranch online banking registration, you will be required to enter your member number and select a Username and Password, in order to initiate your use of the services. This will be the only time you will be asked to enter your member number. You will use your Username and Password for future logins for online banking. In addition, you may be asked to select challenge questions and provide other information during the enrollment process. These security features are used to authenticate your online transactions.
- 7. Password.** The Password that you select is for your security purposes. The Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your Password, you understand that person may use online banking to review all of your account information and

make account transactions. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions.

Except to the extent prohibited by applicable law or regulation, you will be deemed to have expressly authorized any online banking transaction facilitated through the Website:

- Initiated by you, at your direction, or with your consent (whether expressed or implied),
- Initiated by an agent with respect to any account which you may access through online banking,
- Initiated by any person (or that person's agent) who is the owner or co-owner of any account which you may access through online banking,
- Which results in the transfer of funds between accounts you may access through online banking, even if subsequent transfers out of the accounts benefit someone else,
- Which is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable), or
- Which you contend is unauthorized, unless you cooperate fully with us in our investigation of the transaction, assign to us your right of recovery against the wrongdoer if we reconstitute your Account, and cooperate fully with us in the recovery of any loss we sustain and the prosecution of any wrongdoer. Any person initiating the foregoing transactions will be deemed an authorized user except to the extent prohibited by applicable law or regulation.

8. Authorization. If you authorize anyone to use your Password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your Password is changed. If you fail to maintain or change the security of these Passwords and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

9. Member Liability. You are responsible for all transfers you authorize using online banking under this Agreement. If you permit other persons to use your Password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Password and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses at a minimum. For online banking transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or Password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows online banking or Bill Payment transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact the Credit Union at:

- Call: **(803) 367-4100** or **(866) 755-3537** (outside of York County, SC), or

- Contact us electronically by sending an email messages to eservices@familytrust.org; or
- Write:
Family Trust Federal Credit Union
PO Box 10233
Rock Hill, SC 29731

10. Business Days. Our business days are Monday - Thursday 8:30am - 5:00pm EST, Fridays 7:00am - 6:00pm EST excluding holidays.

11. Fees and Charges. There are certain charges for online banking and BillPay services as set forth below and in the Credit Union's Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions are subject to the terms and conditions of your Loan Agreement.

- The online banking service is free to members.
- Bill Payment Service. There is no monthly service fee for the Bill Payment Service, which includes unlimited payments.

12. Transaction Documentation. Transfers and withdrawals transacted through online banking will be recorded on your periodic statement which will be sent electronically. You will receive a statement monthly unless there is not a transaction in a particular month. In any case, you will receive a statement at least quarterly.

13. Account Information Disclosure. We will maintain the confidentiality and privacy of your electronic funds transaction information in accordance with our privacy policy as stated on our website at: www.familytrust.org. However, we will disclose electronic funds transfer information to third parties about your account or the transfers you make in the following limited circumstances:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific electronic transactions upon the request of a third party merchant as allowed by law;
- To comply with government agency or court orders;
- If you give us your express permission.

14. Limitation of Liability for Online Banking Services. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will not be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers, Internet access providers, online service providers, an agent, or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online banking and Bill Payment services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the online banking and Bill Payment Services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.

- If you used the wrong Password or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and Bill Payment transactions.
- If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- If, through no fault of ours, a Bill Payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.
- If there are other exceptions as established by the Credit Union.

15. Termination of Online Banking Services. You agree that we may terminate this Agreement and your online banking services, if you, or any authorized user of your online banking services or Password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or Password or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

16. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change or within thirty (30) days after making a change to protect the security of the account or system, as required by law. This means we will send the notice to the e-mail address you have designated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations. You agree that any electronic messages or records you transmit or create may be usable for any subsequent reference in the event of any dispute regarding your account or any account transaction.

17. Statement Errors. In case of errors or questions about your online banking or Bill Payment transactions, contact us by: telephone at 803-367-4100, or write us at the address set forth at the end of this Agreement. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and member number.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. 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 funds 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 days, we may not credit your account.

For errors involving new accounts or transactions initiated outside the United States, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 days to credit your account for the amount you think is in error.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

18. Other General Terms.

- **Other Agreements.** In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with the Credit Union, as described in your Membership and Account Agreement, prior receipt of which you acknowledge.
- **Severability.** In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.
- **Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of South Carolina as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to South Carolina law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

19. Virus Protection. You agree that we are not responsible for an electronic virus that you may encounter using the MyBranch online banking product. We encourage you to routinely scan your PC using any up-to-date and reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt or destroy your programs, files and even your hardware.

MyMobile Mobile Banking Agreement and Disclosure

1. Definitions. As used in this Agreement and Mobile Banking services, the following words have the meanings given below:

- "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.
- "Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

2. Description of Service. Mobile Banking is offered as a supplemental service to online banking. It is not intended to replace access to online banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, make payments, transfer funds, and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled to use online banking and then activate your Device within the online banking system. You must access online banking from a desktop computer prior to be granted access to Mobile Banking.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may reserve the right to modify the scope of service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. The Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

You may incur charges when accessing the internet. You will be responsible for data charges on your device. Please consult your mobile device's service plan for details.

3. Use of Service. In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the service or your device.

4. Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements the Credit Union, except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to

be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

5. Your Responsibilities. You represent and agree to the following by enrolling for Mobile Banking or by using the service:

- **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.
- **User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your account.
- **User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the software; b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; b) your violation of any law or rights of a third party; or (c) your use, or use by third party, of Mobile Banking.

Text Banking Agreement

1. **Description.** The Credit Union may offer Text Banking service. Text Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your accounts. Text Banking is only available to members who have an account with us, or such other accounts as we make available from time to time in our sole discretion. The terms and conditions in this Agreement are in addition to, and do not supersede or replace, any other agreements applicable to any of your accounts with us.
2. **Your Responsibilities.** By your use of this service, you agree to the following terms and conditions:
 - We may send any Credit Union Text Banking message through your communication service provider in order to deliver them to you. You agree that your communication service provider is acting as your agent in this capacity.
 - You agree to provide a valid phone number for this service so that we may send you certain information about your applicable account. We will determine in our sole discretion what information we make available through this service.
 - You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.
 - This service may not be encrypted and may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through this service and not to let any unauthorized person have access to the information we provide to you through this service.
 - Receipt of account information through Credit Union Text Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties.
 - We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about Credit Union Text Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.
 - There is no separate service fee for this service but you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) and fees associated with text messaging imposed by your communications service provider. **Message and data rates may apply. Such charges may include those from your communications service provider.** Message frequency depends on user preferences.
 - You will never receive a Credit Union Text Banking message that asks you to send us any sensitive personal or financial information such as your social security number or your account number. If you ever receive such a request for sensitive personal or financial information, do not respond to the message and call us at (803) 367-4100 to report the incident.

External Transfers Service Authorization and Agreement

1. **Acceptance of Terms.** This External Transfer Authorization and Agreement is the contract which covers your and our rights and responsibilities concerning the External Transfer Service (“the

Service') through online banking. When you use, or permit Authorized Persons to use, the Service, you agree to be bound by the terms of this section. These terms and conditions are in addition to those terms and conditions outlined in other parts of this Agreement. By using the Service, you acknowledge that you have read, understand and agree to the terms in this section.

We reserve the right to change the Terms under which the External Transfer Service is offered at our sole discretion at any time; however, we will notify you of any material change to the Terms. In most cases, you will receive the notice online the next time you log in; however, we reserve the right to notify you by e-mail or by conventional mail, at our discretion. You agree that if you continue to use the External Transfer Service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the External Transfer Service.

- 2. External Transfers.** This service allows you to transfer funds to or from your Family Trust Federal Credit Union accounts and any other eligible accounts held by you at another U.S. financial institution assuming, of course, that the transfer is permitted by your external financial institution and by law. External Transfers can only be completed between accounts that are owned by the same account holder. In order to use External Transfers, you must be a Family Trust Federal Credit Union Online User.

It is your responsibility to ensure that you have sufficient funds in the applicable accounts to perform any transfer between such accounts. We may at any time decline any transfer that we believe may violate applicable law.

- 3. Types of External Transfers.** An Inbound transfer moves funds into an account at Family Trust from an account outside Family Trust. An Outbound transfer moves funds from an account at Family Trust to an account outside Family Trust. You will need to register each of your non-Family Trust accounts that you wish to use for these transfers. You agree that you will only attempt to register accounts for which you have the authority to transfer funds.
- 4. Frequency of External Transfers.** We do not limit the number of External Transfers you may make; however, you may not make transfers in excess of the aggregate dollar amount allowed. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our External Transfer Service.
- 5. Dollar Amount of External Transfers.** You may not make External Transfers in excess of the following amounts:
 - Maximum amount per day: \$2,500
 - Maximum amount per month: \$5,000

We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using our External Transfer Service. Without limiting the foregoing, in the event that your use of the External Transfer Service has been suspended and reinstated as provided herein, you understand and agree that your use of the External Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

- 6. Processing Days/Times for External Transfers.** The External Transfer Service will process requests on business days. The business days for External Transfers are Monday through Friday. Federal Reserve Bank Holidays are not included as business days. Recurring transfers that fall on a weekend or holiday will be processed the following business day.

Transfers will be processed after 12:00pm on the date you specify. If you specify the current date and it is prior to 12:00 PM the transfer will be processed that day. If you specify the current date and it is after 12:00 PM, the transfer will be processed after 12:00pm on the next business day. If the

specified date falls on a weekend or Federal Reserve Bank Holiday, the transfer will be processed after 12:00pm on the next business day.

7. **Rejection of External Transfers.** We reserve the right to decline to any External Transfer, to submit External Transfer instructions or orders or to carry out change or cancellation requests.
8. **Accounts.** By using the External Transfer Service, you warrant and represent that the information you have provided to us is true, current, correct and complete. You hereby authorize and permit us to receive and use information submitted by you or any external financial institutions where you hold accounts to accomplish these purposes and to configure the External Transfer Service to be compatible with the accounts.

You understand and agree that at all times your relationship with each account provider is independent of us and your use of the External Transfer Service. We will not be responsible for any acts or omissions by the financial institution or other provider of any external account, including without limitation any modification, interruption or discontinuance of any account by such provider.

You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the accounts linked for the purposes of the External Transfers; and that you are rightfully authorizing us to access the accounts.

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

You further acknowledge and understand that, depending on how financial institutions and other providers of external accounts characterize External Transfers, such external parties may assess fees against your external accounts where funds are transferred to or from such accounts. It is your responsibility to contact such external account providers to determine what, if any, fees they may assess when you authorize the transfer of funds to or from those external accounts.

You acknowledge and agree that when we are performing an external transfer from or to any of your accounts, we are acting as your agent, and not as the agent or on behalf of any third party. You agree that we shall be entitled to rely on the foregoing authorization granted by you.

You agree that we shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) our access to the accounts; (2) our debit and/or credit or inability to debit and/or credit the accounts in accordance with your external transfer instructions; (3) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the accounts; (4) any charges imposed by any provider of external accounts and (5) any external transfer limitations set by the financial institutions or other providers of the external accounts.

9. **Information Authorization.** We reserve the right to obtain information as we deem reasonably necessary to insure that you are not using the External Transfer Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of External 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 External Transfer Service we may verify your accounts that you add to the External Transfer Service from time to time. You authorize us to validate the accounts through the use of a test transfer, in which two low value transactions will be credited to the account. Once the test transfer is complete we may ask you to access your account to tell us the amount of the test credit(s) or any additional information reported by your financial institution with this test transfer. We

may also verify accounts through requiring the entry of information you ordinarily use to access the account provider's web site, or by requiring you to submit proof of ownership of the account.

10. Content. Subject to our Privacy Policy available at www.familytrust.org , you agree that we may use, copy, modify, display and distribute any information, data, materials or other content you provide to us for the purpose of providing the External Transfer Service, and you hereby give us a license to do so. By submitting this content, you represent that you have the right to license such information to us for the purposes set forth in this Agreement.

11. Account Number Policy. If External Transfer instructions identify a financial institution or target account by name and account number, the relevant financial institution may execute those instructions by reference to the account 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 we have no responsibility to investigate discrepancies between names and numbers.

12. Privacy Policy and Confidentiality. In order to provide the External Transfer Service, we must obtain from you certain personal information about you, your accounts, and your transactions. You represent that you have the right to provide such information and that you give us the right to use the information. You can see a full description of our privacy policy by clicking on the "Privacy" link located in the footer of our web site.

13. Authorization. You authorize us to select any means to execute your External Transfer instructions. You understand that to perform your External Transfer instruction we debit one of your accounts and credit another of your accounts. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize us to collect from the account to which the credit side of the External Transfer was sent. We reserve the right to resubmit a debit, or a portion of a debit, in the event of an insufficient or uncollected funds return if we cannot collect the amount credited. You understand that, to collect funds, we may debit the credited account or the debited account in either the same dollar amount as the original External Transfer or a portion of the debit, and you specifically authorize the same. There may be a fee associated with such collection imposed by the financial institution holding the account. We will debit your account for any such fee.

You understand and agree that we, from time to time, may impose additional charges in connection with your External Transfer transactions. We will notify you of such fee in advance of the completion of the transaction. If you choose to proceed with the transaction, you authorize us 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 we are unable to debit either the debited or the credited account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other accounts to the extent necessary to offset any resulting deficiency, including any fee that may be charged by the institution holding the account that is so debited. We do 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.

14. Means of Transfer. You authorize us to select any means we deem suitable to provide your External 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 rules published by the National Automated Clearing House Association (NACHA). We shall make all reasonable efforts to ensure that your External Transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period and any interest earned will be our property.

15. Your Right to Cancel an External Transfer. You can cancel or stop a single External Transfer any time before the debit transaction is sent to the Federal Reserve Bank through the External Transfer Service via MyBranch online banking. If the External Transfer is a recurring transfer, you can cancel it through the External Transfer Service via MyBranch online banking as long as the request is received before the process date of the next recurring External Transfer. Once a recurring External Transfer is cancelled, all future occurrences of that External Transfer will be cancelled, and you must reschedule it if you want External Transfers to be made between the same accounts in the future.

16. Your Responsibility for Errors. You understand that we must rely on the information provided by you, and you authorize us to act on any instruction that has been or reasonably appears to have been sent by you, to submit External Transfer instructions on your behalf. You understand that financial institutions receiving the External Transfer instructions may rely on such information. We are 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 us with incorrect information or if there is any error in your instruction we 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, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

17. Error Reporting and Claims. We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the account. Although we may try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

18. Suspension and Reinstatement of External Transfer Service. In the event that we at any time encounter a problem with your use of the External Transfer Service, including without limitation a failure in attempting to debit any of your accounts or to collect with respect to any of your External Transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the External Transfer Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of the External Transfer Service by contacting us using any of the methods provided for under this Agreement.

We reserve the right to, at our discretion, grant or deny reinstatement of your use of the External Transfer Service. In the event we agree to reinstate your use, we reserve the right to, and ordinarily will, initially reinstate your access to the External Transfer Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions over and above those that otherwise might be applicable to you. Based upon your subsequent usage of the External Transfer Service, we at our sole discretion may thereafter restore your ability to transfer External subject to such higher limits as may then be in effect.

19. Documentation. You may access a statement of all External Transfers transmitted or pending at any time by viewing the External Transfer Summary screen. If a transfer could not be completed, we, upon learning that the transfer has failed, will make a reasonable effort to complete the transfer again. If the transfer fails a second time, we will instruct you to contact your financial institution or other provider of the relevant account to learn more about the failure.

20. Service Changes and Discontinuation. We may modify or discontinue the External Transfer Service or your account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your account for the External Transfer Service and your right to use the External Transfer Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate this Agreement or otherwise infringe on our rights in any way, or if you provide us with false or misleading information or interfere with other users or the administration of the External Transfer Services. We reserve the right to charge a fee for the use of the External Transfer Service and any additional services or features that we may introduce, as set forth in the Fee Schedule. You understand and agree that you are responsible for paying all fees associated with your use of the External Transfer Service.

You understand that the financial institution at which an external account is maintained may contact us to verify the content and authority of External Transfer instructions and any changes to those instructions. You understand that, as your agent, we 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.

21. Security Procedures. You agree to allow us 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 us, 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 us on your behalf. In addition you agree that we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

22. Limitation of Warranty and Liability. You understand and agree that the external transfer service is provided as-is. Except as otherwise provided in this agreement or as required by law, we assume no responsibility for the timeliness, deletion, or mis-delivery of, or failure to store any, user communications or personalization settings. You understand and expressly agree that your use of the external transfer service is at your sole risk, that any material and/or data downloaded or otherwise obtained through your use of the external transfer service is downloaded or obtained at your own discretion and risk and that you will be solely responsible for any damages that result from the download or the obtaining of such material and/or data.

Except as expressly set forth on the family trust web site or in this agreement, we disclaim all warranties of any kind, express or implied. We make no warranty or representation regarding the results that may be obtained from the use of the external transfer service, the accuracy or reliability of any information obtained through the external transfer service, the accuracy of any information retrieved by us from the accounts or that the external transfer service will meet any user's requirements, be uninterrupted, timely, secure or error-free.

Except as described in this agreement, we 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 external transfer service, any inaccuracy of any information or amount retrieved by us from the accounts, any breach of security caused by a third party, any transactions entered into based on the external transfer service, 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.

23. Indemnification. You agree to indemnify, defend and hold harmless Family Trust Federal Credit Union, our 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, attorney's fees) arising from your use of the External Transfer Service, our reliance on the information, instruction, license

and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your account at our web site, of any intellectual property or other right of any person or entity.

This Agreement shall take effect immediately upon the acceptance of your application for the External Transfer Service by us.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

24. Your Liability for an Unauthorized Transfer. Your liability for an unauthorized electronic funds transfer (EFT) or a series of related unauthorized EFTs will be determined as follows:

- If you notify us within two business days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$50 or the amount of unauthorized EFTs that occur before notice to us. If you fail to notify us within two business days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$500 or the sum of:
 - \$50 or the amount of unauthorized EFTs that occur within the two business days, whichever is less; and
 - The amount of unauthorized EFTs that occur after the close of two business days and before notice to us, provided we establish that these EFTs would not have occurred had you notified us within that two-day period.

You must report an unauthorized EFT that appears on a periodic statement within 60 days of the date the statement was mailed or made available to you to avoid liability for subsequent transfers. If you fail to do so, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish that they would not have occurred had you notified us within the 60-day period. If your delay in notifying us was due to extenuating circumstances (such as extended travel or hospitalization), we may extend these time periods.

Telephone Number and Addresses. The telephone number and address to be used to notify us when you believe that an unauthorized EFT has occurred or may occur is:

- Member Service at (803) 367-4100 or 1-866-755-3537(Outside of York County)
- Or you may write to Family Trust FCU, Online Services, PO Box 10233, Rock Hill, SC, 29731
- Or you may fax us at 1-803-367-4103
- Or you may send a secure message through the Message Center on our web site.