

**REV Federal Credit Union**  
**ONLINE AND MOBILE BANKING**  
**Agreement and Disclosure**

**INTRODUCTION**

This Agreement is the contract, which covers your and our rights and responsibilities concerning the Online and Mobile Banking services offered to you by REV Federal Credit Union ("Credit Union"). Our Online and Mobile Banking Platform service permits you to electronically initiate account transactions involving your accounts and communicate with the Credit Union. In this Agreement, the words "You", "Your", and "Member" mean those who request and use Online & Mobile Banking and the other services offered through the platform, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "We", "Our", "Us", and "Credit Union" shall mean REV Federal Credit Union, its employees, directors, officers, representatives, and agents. The word "Account" or "Accounts" shall mean the individual checking, savings share(s) you have with the Credit Union. By requesting and using the Online & Mobile Banking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. 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 this Agreement vary from the terms set forth in the Membership Agreement, the specific terms and conditions of this Agreement will govern our relationship with you with regard to the services specially described herein.

**MINIMUM HARDWARE AND SOFTWARE REQUIREMENTS**

In order to use these services, you need a computer (in this agreement(s), your computer and the related equipment are referred to together as your "Computer") that is installed with Windows Vista, Windows 7, 8.1, 10, or Macintosh OS X operating systems. In addition, your computer must have a web browser installed, such as Internet Explorer, Google Chrome, Mozilla Firefox, or Safari that supports HTTPS protocol, HTML, and cookies. A PDF Reader Software, such as Adobe Acrobat Reader or similar will be required if you select to view electronic disclosures.

We may update these requirements at any time at our sole discretion. You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. You are also responsible for any and all fees relating to communication carriers (e.g. telephone, cable, DSL or satellite), software providers (other than software that we may provide you) and/or internet service fees that may be assessed by your communications carrier and/or internet provider. We are not responsible for any errors or failures from any malfunction of your Computer, the browser, or the software. REV FCU is also not responsible for any Computer virus or related problems that may be associated with the use of an online system. We recommend disabling any pop-up blocking software while using the Service or adding our Online Banking site to your exceptions. Other requirements include enabling your browser cookies and running the most recent version of JavaScript.

In order to access and use Mobile Banking you must have a compatible and supported mobile phone served by a certified mobile carrier, be enabled to receive and transmit data, and must include texting functionality. Our Mobile Banking Apps are free applications available for download on the App Store® and Google Play™. You are responsible for any applicable text message and/or data fees assessed to you by your wireless provider.

**THE ONLINE & MOBILE BANKING SERVICE**

To use Online Banking, you must have at least one Credit Union account. Through the Service, you will have access to any of your share or loan accounts, including those on which you are a Joint Owner/Co-Borrower. The Credit Union reserves the right to deny access to a share or loan account or to deny transactions under certain circumstances.

Your ability to transfer funds from certain Accounts is limited by Federal Regulation D and the Membership and Account Agreement (also referred to as the "Disclosure"). Refer to the Disclosure for regulatory limitations and service charges applicable for excessive withdrawals or transfers (see Rates and Fees Schedule). Transfers made using the Service count against the permissible number of transfers described in the Disclosure.

Access to the Online and Mobile Banking Platform may be disabled if it has not been in use for over six (6) months. Scheduled Recurring Payments, Payments, and Services will be discontinued on all disabled accounts. If you would like your Online and Mobile Banking account to remain active, log into your account at least once every six (6) months.

**ONLINE & MOBILE BANKING SETUP & SECURITY**

New users may enroll in Online & Mobile Banking at any time during their membership at the Credit Union. Account Members/Owners can enroll online and must provide their member number and PIN which is provided by the credit union in order to enroll. Once you have provided the required enrollment information, you will be prompted to select your new username and

password. Your Online & Mobile Banking username and password are required to access the Credit Union's Online & Mobile Banking features/ services. You agree not to give or make available your password to any unauthorized individual. If you believe your password has been lost or stolen, someone has attempted to use the Online & Mobile Banking Service without your consent, your share or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify us immediately by calling 1-800-845-5550 or 843-832-2600 or visiting any of our branches. We do not maintain a record of your password. If you lose or forget your password, you may follow the password recovery link in Online & Mobile Banking to have it reset.

Users may reset their password at any time online through either Online or Mobile Banking. Users may also recover their username through Online & Mobile Banking Out-of-Band Authentication.

Online Banking is secured by associating a Member/Owner's username with the cookies set in their browser. If you try to access your Online Banking on an unfamiliar computer, device or browser, you will be required to complete an "out-of-band" authentication. Out-of-band authentication will send a one-time security code that you will enter alongside your username and password to authenticate from where you are accessing Online Banking. You will be able to select your form of delivery (phone, text message or email) where a one-time secure code will be sent. Out-of-band authentication will also be used to recover your password if you should need to reset it through Online Banking.

#### **SHARED ACCESS AGREEMENT - Granting Access to Other People (Shared Access)**

As the authenticated primary user of Online Banking, you have the ability to entitle another person or persons (sub-users) with access to the Online & Mobile Banking platform and with certain authorities with respect to your accounts. Shared Access includes view-only access, the ability to make transfers between designated accounts and to initiate payments from designated accounts, granted individually or in combination.

As the primary user, you have sole authority and control in sharing access with managing and disabling sub-users and/or their respective authority. You authorize us to act on transaction instructions initiated under the credentials of an authenticated sub-user, just as if it was initiated under your credentials. When granting Shared Access, you assume total liability for any and all activities of a sub-user with respect to your accounts, and 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 Shared Access. You agree to indemnify the Credit Union, its employees, agents, volunteers and representatives against any and all claims arising due to granting another person or persons access to your Online & Mobile Banking Services, your accounts and/or other authorities with respect to your accounts; acts or actions taken by the sub-users you granted access to; and/or any breach of the terms of this agreement by any sub-users you granted access to. 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.

#### **MARKETING**

From time-to-time, the Credit Union will provide applicable marketing content through the Service's channels. We will never sell or share your confidential Account or personal information and will be used for the sole purpose of marketing its products and services to its Members. You are unable to opt-out of Online & Mobile Banking marketing material.

#### **PAYEE LIMITATION**

REV FCU reserves the right to impose a frequency or dollar limit on, or refuse to make any payment you have directed. The credit union is obligated to notify you promptly if we decide to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement.

#### **CHANGES TO AND/OR TERMINATION OF AGREEMENT**

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 an event, we shall send notice to you either to your address as it appears on our records, via email or by online notice through the Service. Any continuation of Online & Mobile Banking after we send you 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 program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material(s) and limit access to the Credit Union more recent versions and updates. The use of Online & Mobile Banking does not require dis-enrollment on your behalf; therefore, termination of the Service by you is done by not accessing or using the Service. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

## **OWNERSHIP AND ASSIGNMENT RIGHTS**

You may not assign this Agreement to any other party. The Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## **ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND AGREEMENT**

By acknowledging your acceptance of this Agreement or by using the Credit Union's Online & Mobile Banking Service, you agree to be legally bound by and to adhere to all of the terms and conditions of the Agreement and of any other documents, whether in written or electronic form, which we may provide to you from time-to-time and which contain additional provisions or instructions applicable to the Service, and to any amendments made thereto.

## **DATA RECORDING**

When you access Online & Mobile Banking to conduct transactions, the information you enter may be recorded. By using the Service, you consent to such recording.

## **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 843-832-2600 or 800-845-5550 during normal business hours.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your Account or transfers you made:

- a. When it is necessary to complete the transfers;
- b. In order to verify the existence and conditions of your Account for a third party, such as a credit bureau or merchant;
- c. In order to comply with a government agency or court orders; or
- d. If you give us written permission.

## **NO SIGNATURE REQUIRED**

When using the Service to conduct transactions, you agree that the Credit Union may debit your account to complete the transactions or honor debits for which you have not signed.

## **ADDRESS CHANGES**

You agree to promptly notify the Credit Union, in writing, online or by phone, of any address change. Failure to do so may result in undeliverable material regarding updates, fees, changes or related material to Online Banking.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

You are required to notify us AT ONCE if you believe your account information, User ID and/or Password has been lost or stolen. If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

## **ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

- Telephone us at 800-845-5550 or 843-832-2600 during normal business hours;
- Contact us by using the application's secure chat feature; and/or,
- Write to us at:

REV Federal Credit Union  
PO Box 118000  
Charleston, SC 29423

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- Tell us your name and Service account number;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

## **DISPUTES**

In the event of a dispute regarding the Service, you and the Credit Union agree to resolve the dispute by looking to this General Agreement and Service Agreement. You agree that these Agreements are the complete and exclusive statement of the agreements between you and the Credit Union, which supersedes any proposal or prior agreement, verbal 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 this General Agreement and Service Agreement, the terms of this General Agreement and Service Agreement have final control.

Contact us by via one of the following options:

- Telephone us at 800-845-5550 or 843-832-2600 during normal business hours;
- Contact us by using the application's secure chat feature; and/or,
- Write to us at:

REV Federal Credit Union  
PO Box 118000  
Charleston, SC 29423

## **THIRD PARTY WEBSITES**

The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service or any other services provided in connection with it is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification, or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

## **INAPPROPRIATE TRANSACTIONS**

You warrant and agree that you will not use any Online & Mobile 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 transaction. 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 devices.

## **OWNERSHIP AND ASSIGNMENT RIGHTS**

You may not assign this Agreement and or any other Service Agreement to any other party. The Credit Union may assign this Agreement and or any other Service Agreement to any present or future, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement and or Service Agreement to independent contractors or other third parties.

## **ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION**

You understand and agree to indemnify and hold REV, its affiliates, officers, employees and agents, harmless against any and all claims, actions, suits, proceedings, demands, including claims of another financial institution, business entity or governmental authority, damages, losses, liabilities, fines, penalties, costs, and expenses, including court costs and reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Agreement and Disclosure. You understand and agree that this paragraph shall survive the termination or expiration of this Agreement.

You understand and agree to indemnify our technology partners, including but not limited to NCR and our other Service Providers and their affiliates, officers, employees and agents from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to REV or your use of the Services unless such claim directly results from an action or omission made by the Service Provider in bad faith. You understand and agree that this paragraph shall survive the termination or expiration of this General Agreement and applicable Service Agreement.

## **TERMINATION OF THE ONLINE & MOBILE BANKING PLATFORM SERVICE AND OTHER SERVICES**

You agree that we may terminate this Agreement and your use of the Online & Mobile Banking Platform service and other services if you or any authorized user of your account or access code breaches this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or access code. 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. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflicts of laws provisions. To the extent that the terms of this agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

## **ELECTRONIC SIGNATURE**

This Agreement is an electronic contract that sets out the legally binding terms of your use of the Service. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by clicking on the "Accept" button below in connection with your enrollment. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "Accept" button, you accept the Agreement, and agree to the terms,

conditions and notices contained or referenced therein. When you click on the "Accept" button, you also consent to have the Agreement provided to you in electronic form. You have the right to receive the Agreement in non-electronic form, upon request.

**REV Federal Credit Union**  
**SIGN - CONSENT FOR ELECTRONIC DISCLOSURES**  
(under the Electronic Signatures in Global and National Commerce Act)  
**Agreement and Disclosure**

Please read this information carefully and print a copy and/or retain this information electronically for future reference.

**INTRODUCTION**

You are submitting a request for REV Federal Credit Union's online account opening services. In order to do this, we need you to consent to our giving you certain disclosures electronically. This document informs you of your rights when receiving legally required disclosures, notices and information ("Disclosures") from the Credit Union. By completing and submitting an application through us, you acknowledge receipt of this document and consent to the electronic delivery of such Disclosures. All agreements with the Credit Union are subject to the terms and conditions of your Credit Union Membership Agreement.

**ELECTRONIC COMMUNICATIONS**

Any disclosures related to your request will be provided to you electronically through [www.REVfcu.com](http://www.REVfcu.com). However, if you wish to obtain a paper copy of any of the Disclosures, you may write to us at: P.O. Box 118000, Charleston SC 29423, with the details of your request. Paper copies will be provided to you at no charge.

**SCOPE OF CONSENT**

Your consent to receive disclosures and to do business electronically, and our agreement to do so, only applies to this Request.

**ACCESS REQUIREMENTS**

To access and retain the disclosures electronically requires a standards-compliant web-browser installed on a computer or mobile device, which supports the HTTPS protocol, HTML, and cookies. Viewing PDF documents requiring additional software such as Adobe Reader® or similar. Please refer to the Minimum Hardware and Software Requirements section of the Online & Mobile Banking Platform Agreement for additional information

**WITHDRAWING CONSENT**

You may withdraw your consent to do further business electronically with us at no cost to you. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic disclosures will not be affected.

**CHANGES TO YOUR CONTACT INFORMATION**

You should keep us informed of any change in your electronic or mailing address. You may notify REV Federal Credit Union at: P.O. Box 118000, Charleston SC 29423 regarding any such changes.

**YOUR ABILITY TO ACCESS DISCLOSURES**

BY COMPLETING AND SUBMITTING YOUR REQUEST, YOU ACKNOWLEDGE THAT YOU CAN ACCESS THE ELECTRONIC DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE.

**CONSENT**

BY COMPLETING AND SUBMITTING YOUR REQUEST, I/WE CONSENT TO HAVING ALL DISCLOSURES PROVIDED OR MADE AVAILABLE TO ME/US IN ELECTRONIC FORM AND TO DOING BUSINESS WITH REV FEDERAL CREDIT UNION ELECTRONICALLY. I/WE AGREE TO THE SAME TERMS THAT APPLY TO A SIGNED APPLICATION OR AGREEMENT; AND I/WE AGREE THAT SUBMITTING THIS CONSENT OR ACCEPTING THESE TERMS CONSTITUTES MY/OUR SIGNATURE AS THOUGH SAME WERE PHYSICALLY SIGNED BY ME/US. IF THERE IS A CO-APPLICANT OR USER, I/WE REPRESENT AND WARRANT, THAT SUCH CO-APPLICANT OR USER HAS AUTHORIZED THE SUBMISSION OF THIS APPLICATION. THIS ELECTRONIC SUBMISSION/CONSENT QUALIFIES AS MY/OUR SIGNATURE FOR ALL PURPOSES AND USES WHATSOEVER.

**REV Federal Credit Union**  
**BILL PAY SERVICE**  
**Agreement and Disclosure**

**DEFINITIONS**

"Service" or "The Service" means the bill payment service offered by REV Federal Credit Union (the Credit Union), through CheckFree® Services Corporation, a subsidiary of Fiserv Solutions, Inc. ®

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

**RESTRICTIONS ON USE AND PROHIBITED PAYMENTS**

The amount of the bill payment transaction must be at least \$1.00 but not greater than \$19,999.99 (per transaction).

Local, State, and Federal tax payments and court ordered payments may be scheduled through the Service, however such payments are strongly discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The 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 Service. The 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 Service.

Payments made to Billers outside of the United States and its territories (APO, FPO, Guam, and the US Virgin Islands) are prohibited through the service.

**PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

**THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.



## **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives. When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The 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. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the 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 Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (Funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

## **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Member Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

*Information provided to the Biller* - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also

agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

*Activation* - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

*Authorization to obtain bill data* - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

*Notification* - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

*Cancellation of electronic bill notification* - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

*Non-Delivery of electronic bill(s)* - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

*Accuracy and dispute of electronic bill* - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

#### **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

## **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

## **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, please contact us by via one of the following options:

- Telephone us at 800-845-5550 or 843-832-2600 during normal business hours;
- Contact us by using the application's secure chat feature; and/or,
- Write to us at:  
REV Federal Credit Union  
PO Box 118000  
Charleston, SC 29423

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **BILLER LIMITATION**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

## **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credit s to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

**ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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 of this Agreement.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflicts of laws provisions. To the extent that the terms of this agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE 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 SERVICE.

**ELECTRONIC SIGNATURE**

This Agreement in conjunction with the Online & Mobile Banking Platform Agreement is an electronic contract that sets out the legally binding terms of your use of the Service. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by clicking on the "Accept" button below in connection with your enrollment. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "Accept" button, you accept the Agreement, and agree to the terms, conditions and notices contained or referenced therein. When you click on the "Accept" button, you also consent to have the Agreement provided to you in electronic form. You have the right to receive the Agreement in non-electronic form, upon request.

**REV Federal Credit Union**  
**MONEY MOVEMENT SERVICE**  
(PopMoney® & External Transfers)  
**Agreement and Disclosure**

## **INTRODUCTION**

This Move Money Agreement (“Agreement”) is a contract that governs your ability to use an online money movement service provided to you by REV Federal Credit Union (“the Credit Union”) and our service providers, NCR and CashEdge Inc. (“Service Provider”). The External Transfers service allows you to transfer funds to or from your eligible REV accounts and other accounts held by you at other external U.S. financial institutions (“Accounts”), assuming that the transfer is permitted by the relevant financial institution and by law. The Popmoney® service allows you to electronically send money to other people in U.S. dollars via their email address, mobile phone number or directly to their Account held at other U.S. financial institutions or to receive money from other people from a U.S. financial institution and in U.S. dollars. In this Agreement the External Transfers service, and the Popmoney® service are individually and collectively referred to as the “Service.” In this Agreement, the words “You”, “Your”, and “Member” mean those who request and use this Service offered through the Online & Mobile Banking Platform, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words “We”, “Our”, “Us”, and “Credit Union” shall mean REV Federal Credit Union, its employees, directors, officers, representatives, and agents. By using the Service, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement.

## **ACCEPTANCE OF TERMS**

When you accept the “Terms & Conditions”, you agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. You will then enroll online for the Service. To use the Service you must be at least eighteen (18) years old and be a resident of the United States. If you do not accept and agree to all of the Terms, you will not be entitled to use the Service. Your use of the Services shall also constitute your agreement to the Terms.

## **VERIFICATION OF INFORMATION**

By accepting the “Terms & Conditions”, you understand that we and our Service Provider reserve the right to obtain such additional information from time to time as we deem reasonably necessary to ensure that you, or persons to whom you may transfer funds, are not using our 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 enrolled in the Service we may verify your Accounts that you add to the Service from time to time. You authorize us to validate the Accounts through the use of a minimal test transfer amount, 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 we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify Accounts by requiring you to enter information you ordinarily use to access the Account provider’s website, or by requiring you to submit proof of ownership of the Account. Other Account verification methods may also be employed at the sole discretion of REV and/or our Service Provider.

## **USER CONTENT**

Subject to REV’s Privacy Policy, you agree that the Credit Union and our Service Provider may use, copy, modify, display and distribute any information, data, materials or other content (the “Content”) you provide to us for the purpose of using the Service, and you hereby give us a license to do so. By submitting Content, you represent that you have the right to license such Content to us for the purposes set forth in this Agreement.

## **ACCOUNTS**

You acknowledge that in order to complete External Transfers, it is necessary for us and our Service Provider to access the websites and databases of the Credit Union and other financial 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 Service, you represent and warrant to us that:

- a. you have the right to authorize and permit us to access your Accounts to effect such External Transfers, Move Money or for any other purpose authorized by this Agreement;
- b. by disclosing and authorizing us to use such information you are not violating any third party rights;
- c. the information you are providing us with is true, current, correct and complete;
- d. you are who you claim to be; and
- e. you are the rightful owner of all Content and of the Accounts linked for the purposes of the Service.

You hereby authorize and permit us and our Service Provider to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

For as long as you are using the Service, you give to us and our Service Provider a limited power of attorney and appoint us and our Service Provider as your true and lawful attorney-in-fact and agent, with full power of substitution, for you, in any and all capacities, to access the Accounts and effect funds transfers as described in this Agreement. As your attorney-in-fact and agent, we shall have full power and authority to perform each and every act necessary to be done in connection with effecting funds transfers, as fully as you could do in person, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts. Once the Credit Union and/or our Service Provider has actual knowledge that you wish to cease using the Service and has a reasonable opportunity to act on such knowledge, this limited power of attorney shall be automatically revoked; provided, however, that any act done by REV and/or our Service Provider in good faith before it 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 REV and your use of the Service. We will not be responsible for any acts or omissions by any other financial institution or any other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such financial institution or provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE CREDIT UNION AND OUR SERVICE PROVIDER IS EFFECTING EXTERNAL TRANSFERS OR LOAN PAYMENTS FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, REV AND OUR SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT REV AND ITS SERVICE PROVIDER SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY 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 TRANSFERS OR LOAN PAYMENTS 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 TRANSFERS OR LOAN PAYMENTS LIMITATION SET BY REV OR OTHER FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

You acknowledge that not all types of accounts are eligible for the Service. It is your responsibility to check with REV and your other financial institutions regarding which accounts are eligible and regarding restrictions on transfers among your retirement accounts (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses that you may incur from transfers that are not permitted under such restrictions by the provider of your Account or restrictions imposed by applicable law.

#### **BUSINESS DAYS**

The Service will process requests for transfers on business days. As used in this Agreement the term "Business Days" means Monday through Friday, but excludes Federal holidays, bank holidays, and days on which REV is closed

#### **ELECTRONIC COMMUNICATIONS**

*General Consent*, Categories of Records. The Service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically and that the following categories of information ("Communications") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of funds transfers and other transactions through the Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although the Credit Union reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You acknowledge that you should print a paper copy of any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

*How to Withdraw Consent*. If you have registered for the Service and you wish to withdraw your consent to have Communications provided in electronic form, you must cancel any pending transfer requests (within the time period permitted by the Service

cancellation policies) and stop using the Service. There are no fees to cancel a pending transfer request (as long as such cancellation is made within the time period permitted by the Service cancellation policies).

*How to Update Your Records.* You agree to promptly update your registration records if your e-mail address or other information changes. You may update such records through REV's Online & Mobile Banking profile page.

*Delivery of Electronic Communications.* Communications may be posted on the pages of the Service website or other website disclosed to you and/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 REV or our Service Provider sends it to you, whether or not you received the e-mail. An electronic Communication by e-mail is considered to be sent at the time that it is directed by REV or Service Provider's e-mail server to the appropriate e-mail address. If the Communication is posted on the Service, then it will be deemed to have been received by you no later than five (5) Business Days after REV or our Service Provider posts the Communication on the web pages of the Service, whether or not you retrieve the Communication. You are responsible for notifying REV and the Service Provider(s) with any changes to your email address or contact information. An electronic Communication made by posting to the web pages of the Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

*Electronic Signature.* You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing.

## **PRIVACY POLICY AND CONFIDENTIALITY**

We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain from you certain personal information about you, your Accounts, and your transactions ("User Information"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our Privacy Policy.

All of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent "cookies" on the browser to store any personal information. We have multiple levels of security that have been designed especially for us.

## **TRANSFER TYPES AND LIMITATIONS - *Types of Transfers***

*External Transfers.* You may use the External Transfers service to transfer funds between any two of your Accounts about which you have provided us the necessary information. You may schedule transfers to occur one time, for a future date, or on a specified recurring basis.

*Popmoney®.* You may use the Popmoney® service to transfer funds from one of your Accounts to an Account of another person ("Recipient"). You may send funds to a Recipient by using the Recipient's mobile telephone number, or their email address, or you may send the funds directly to their bank Account by entering the required bank routing and Account number information. If you have requested a Popmoney® transfer to a Recipient, you must provide us with a true, correct, current e-mail address for such Recipient. We will contact the Recipient and ask the Recipient to provide us 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 our e-mail or fails to follow the instructions provided by us, we will notify you and credit your Account for the amount of the transfer. You cannot use Popmoney® to transfer money from a Recipient's Account to your own Account, however you can "Request" money.

## **ADDITIONAL SERVICES**

We may from time to time make available additional or new features to the 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 service at our sole discretion, and additional terms and conditions may apply.

## **FREQUENCY OF TRANSFERS**

We do 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. 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 Service.

## **DOLLAR AMOUNT OF TRANSFERS**

You may not make funds transfers in excess of limits described on the Service web page. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Service. You must have sufficient funds to effect any funds transfers from your Accounts. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided herein (see "Suspension and Reinstatement of the Service" below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

## **TAXES**

We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

## **TRANSFERS SUBJECT TO THE RULES OF THE ACCOUNTS**

All External Transfers and Loan Payments 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(s) that are not allowed under the rules or regulations applicable to such Account(s) including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of the Bank Secrecy Act and/or OFAC regulations. We may at any time decline to effect any funds transfer that we believe may violate applicable law or the rules and regulations governing the relevant Accounts.

## **REJECTION OF TRANSFERS**

We reserve the right to refuse to: (1) effect any External Transfers and Loan Payments; (2) submit funds transfer instructions or orders; or (3) to carry out change or cancellation requests. Without limiting the foregoing, we may at any time refuse to effect any transfers that we believe may violate applicable law, or where there are not sufficient funds in your Account to effect any requested transfer.

## **YOUR AUTHORIZATIONS**

You authorize us to select any means to execute your External Transfers and Loan Payments instructions. You understand that to effect your funds transfer instructions we utilize the Automated Clearing House (ACH). In accordance with applicable ACH Rules, we debit one of your Accounts and credit another of your Accounts or an account of a Recipient. Once your Account has been debited, we credit our Service Provider's transfer account at the Service Provider's clearing bank. After our Service Provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is usually between 3-4 banking days), our Service Provider will credit your destination Account. The sole purpose for our Service Provider's transfer account is to complete your funds transfer requests and to perform services within the scope of this Agreement. The Service Provider earns no interest on the funds in the transfer account. If the debit side fails or the debited funds are returned for any reason and the credit side has been released and cannot be collected, you authorize our Service Provider to collect the amount of the debit from the Account to which the funds transfer was credited. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original, Popmoney®, External Transfers and Loan Payments or a portion of the debit. You are responsible for any and all fees associated with such collection that may be imposed by the financial institution holding the Account. You understand and agree that we may from time to time impose additional fees or charges in connection with your Popmoney®, External Transfers and Loan Payments transactions. We will notify you of such fees or charges in advance of the transaction.

If you choose to proceed with the transaction, you authorize us to debit your Account in the amount indicated in our notification. 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. We will not notify you in such event, other than by posting any such transfer or transfers to the applicable Account(s) in accordance with this Agreement (see "Documentation" below).

## **SUSPENSION AND REINSTATEMENT OF THE SERVICE**

In the event that we at any time incur a problem with your use of the Service, including without limitation a failure in attempting to debit any of your Accounts or to collect with respect to any of your Popmoney® and 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 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 us from loss. In the event of such suspension, you may request reinstatement of your service by emailing us at [heritage@htfcu.org](mailto:heritage@htfcu.org), or by writing to REV Federal Credit Union, PO Box 118000, Charleston, SC 29423, or by calling us at 843-832-2600 or 800-845-5550. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon



your subsequent usage of the Service, REV in its sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see “Dollar Amount of Transfers” above).

## **DOCUMENTATION**

You may access a statement of all funds transfers effected or pending at any time by clicking on the History tab located within the External Transfers service web page or the Activity tab within the Popmoney® service web page. If a transfer cannot be completed, REV and/or our Service Provider, upon learning that the External Transfers has failed, will make a reasonable effort to complete the transfer again. If the External Transfers fails a second time, we will notify you to contact your financial institution or other provider of the relevant Account for further information about the failure.

## **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 Popmoney® and External Transfers instructions on your behalf. You understand that financial institutions receiving the External Transfers instructions may rely on such information. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without obtaining 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, 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.

## **PROPRIETARY RIGHTS**

You acknowledge and agree that the Credit Union and/or our Service Provider own(s) all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Service or any of REV's and/or our Service Provider's services or technology.

## **NO UNLAWFUL OR PROHIBITED USE**

As a condition of using the Service, you represent and warrant to us that: (a) you will not use the Service for any purpose that is unlawful or is not permitted including payments that violate any law, statute, ordinance, expressly or implicitly, by the terms of this Agreement, or by your Account Disclosures, or by any applicable law or regulation; (b) you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service; and (c) you will not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

## **SERVICE CHANGES AND DISCONTINUATION**

We may modify or discontinue the Service or your Account(s) with us, with or without notice, without liability to you, any other user or any third party, to the extent permitted by our Account Disclosures, this Agreement, and applicable law. We reserve the right, subject to applicable law, to terminate your right to use the 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 any of the Terms or the rights of REV and/or our Service Provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Service. We reserve the right to charge a fee(s) for the use of the Service and any additional services or features that we may introduce (See “Service Fees” below). You understand and agree that you are responsible for paying all fees associated with the use of the Service. You may terminate your Account with the Credit Union at any time by contacting us at 843-832-2600 or 800-845-5550. Once your Account with REV has terminated for any reason, you will have no further right or access to use the Service for that Account. The Credit Union will not access your Accounts thereafter for any reason.

## **USE OF SMS MESSAGING FOR POPMONEY®**

Users of the Popmoney® service may receive SMS (short message service) text messages to their mobile telephones relating to their payments, such as notices of payment, alerts for validation and transfer receipt notifications. Your e-mail address and mobile phone number are required as part of the sign up process for the Popmoney® service. We will verify your access to the mobile phone number by sending you an SMS message with a verification code that you will need to enter in order to complete the sign up process. You may receive other SMS messages related to your Popmoney® service transactions from time to time. Mobile telephone carrier charges may apply to you and/or the Recipient for text messaging services. You are responsible for your Internet service provider and mobile telephone carrier's fees and charges, including without limitation text messaging fees. If you have any questions about the Popmoney® service, you can contact us at [heritage@htfcu.org](mailto:heritage@htfcu.org) or by calling 843-832-2600 or 800-845-5550, or from your

mobile phone by sending a text message with the word "HELP" to this number: POPMON (767666). You can stop receiving Popmoney® SMS messages by sending the text message "STOP" to the following telephone number: POPMON (767666).

### **SERVICE FEES**

There may be fees associated with the use of External Transfers and or Popmoney®. See our Fee Schedule. Other financial institutions may impose their own fees and charges for transfers that you make through the Service, and you are responsible for any and all of such fees and charges. You also understand and agree that you are responsible for any telephone, including mobile telephone, and Internet service provider charges and any and all other fees and charges that you may incur by accessing and using the Service.

### **SECURITY PROCEDURES**

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of External Transfers and Loan Payments 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 in accordance with the security procedures established under the rules governing such Account.

### **DEVIATING FROM 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 such instructions.

### **ACCOUNT NUMBER POLICY**

You agree that if Popmoney® and External Transfers instructions identify a bank or beneficiary 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 acknowledge that such financial institutions may not investigate discrepancies between names and account numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and account numbers.

### **JOINT ACCOUNT HOLDER**

By using the Service, you confirm that if any of your Accounts is a joint or other multiple party Account, your joint or other account holder of the Account has consented for you to use the Account for the Service.

### **MEANS OF TRANSFER**

You authorize us to select any means we deem suitable to provide your External Transfers 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, including without limitation Automated Clearing House (ACH) rules as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the standard period of three (3) Business Days.

### **OUR LIABILITY**

If we do not provide Popmoney® or External Transfers instructions on time, if we cause an incorrect amount to be removed from an Account or if we cause 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, we 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. REV is not responsible or liable if your or the Recipient's financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, REV shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of REV under this Agreement.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, 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 we are not responsible for any losses or damages if circumstances

beyond our control (such as fire or flood) prevent us from making External Transfers or Loan Payments or if our website was not working properly and you knew about the malfunction when you started the PopMoney® and External Transfers.

#### **LIMITATION OF WARRANTY AND LIABILITY**

YOU UNDERSTAND AND AGREE THAT OUR 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, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE ONLINE MOVE MONEY SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONLINE MOVE MONEY SERVICE 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 OUR WEBSITE OR IN THIS AGREEMENT, WE DISCLAIM 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 WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ONLINE MOVE MONEY SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE 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 ONLINE MOVE MONEY 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 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.

#### **DISCLAIMER OF WARRANTIES**

YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

#### **LIMITATION OF LIABILITY**

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

#### **GENERAL PROVISIONS**

***Service Provider Disclaimer*** - You understand and agree that our Service Provider is not a bank, a broker-dealer firm, or any other kind of financial institution.

***Representations and Warranties*** - In addition to your other representations and warranties in this Agreement, you represent and warrant that: (a) you are who you claim to be; (b) you are the rightful owner of all Content and the Accounts linked for the purposes of the Service; and (c) you are rightfully authorizing us to access the Accounts.

***Termination*** - If at any time you wish to discontinue your use of the Service, you can cancel the Service by emailing us at [heritage@htfcu.org](mailto:heritage@htfcu.org), or by writing to REV Federal Credit Union, PO Box 118000, Charleston, SC 29423, or by calling us at 843-832-2600 or 800-845-5550. Once your Account with us has terminated for any reason, you will have no further right or access to use the Service for that Account. We may terminate your access to and use of the Service at any time for any reason without notice to you, to the extent permitted by law.

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, notwithstanding the lack of any specific reference to such survivability in these Terms.

**No Waiver** - 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. The Credit Union will not be deemed to have waived any of its rights or powers under this Agreement unless such waiver is in writing and such writing is signed by an authorized representative of the Credit Union. No delay, extension of time, compromise, or other indulgence that may occur or be granted from time to time by the Credit Union under this Agreement will impair our rights or powers under this Agreement.

**Amendment** - We reserve the right to change the fees, charges or other Terms from time to time without notice, except as may be required by law. However, we will email or deliver a written notice to you at least twenty-one (21) days in advance of the effective date of any additional or increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers, or stricter limits on the type, amount or frequency of transactions. In addition, if an immediate change is necessary to maintain the security of the system and it can be disclosed without jeopardizing the security of the system, we will provide you with written notice within thirty (30) days after such change. In most cases you will receive the notice online through the Service; however, REV reserves the right to notify you by e-mail or by U.S. Postal Service mail, in its discretion.

You may decline a change by notifying us at 843-832-2600 or 800-845-5550 prior to the change's effective date to discontinue the Service. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. However, if you fail to terminate your Service and you use it on or after the effective date of the change, you will be deemed to have accepted and agreed to the changes, and they and the Agreement, as amended, will become legally binding upon you.

**Notices** - All notices to you shall be in writing and shall be made via either e-mail, U.S. Postal Service mail or messages delivered through the Service, at our discretion. Any written notice that we give to you will be effective when it is deposited in the U. S. mail or delivered to you to the e-mail address in our records or posted for you online through the Service. If your Account is a joint or multiple party Account, notice from us to any one of you is notice to all of you. Unless otherwise provided in this Agreement, any notice from you must be in writing. Any written notice that you give us will be effective when it is actually received by us, provided we have reasonable opportunity to act on it. See the section of this Agreement above entitled "Delivery of Electronic Communications" for further provisions regarding electronic notices.

**Assignment** - This Agreement is personal to you and you may not assign any of your rights, duties and obligations under this Agreement to any other party. REV may assign this Agreement to any future, directly or indirectly, affiliated company. REV may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**Disputes** - If either of us has any dispute or disagreement with the other regarding this Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then current rules and procedures of the American Arbitration Association.

**Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflicts of laws provisions. To the extent that the terms of this agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

**Enforcement** - You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs and expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we will be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions.

**Severability** - If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Agreement in all jurisdictions, will not in any way be affected or impaired, and the remainder of the Terms will continue in full force and effect.

**Taxes** - It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**ELECTRONIC SIGNATURE**

This Agreement in conjunction with the Online & Mobile Banking Platform Agreement is an electronic contract that sets out the legally binding terms of your use of the Service. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by clicking on the "Accept" button below in connection with your enrollment. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "Accept" button, you accept the Agreement, and agree to the terms, conditions and notices contained or referenced therein. When you click on the "Accept" button, you also consent to have the Agreement provided to you in electronic form. You have the right to receive the Agreement in non-electronic form, upon request.

**REV Federal Credit Union**  
**EXTERNAL LOAN PAY SERVICE**  
**Agreement and Disclosure**

**INTRODUCTION**

This External Loan Pay Agreement (“Agreement”) is a contract that governs your ability to use an online money movement service provided to you by REV Federal Credit Union (“the Credit Union”) and our service provider, NCR. (“Service Provider”). The External Loan Pay feature enables you to make payments to your REV Federal Credit Union loan using a debit card at an external financial institution. Any payment submitted through this feature, will be referred to as an “External Loan Payment.” In this Agreement, the External Loan Pay Service will be referred to as the “Service.” In this Agreement, the words “You”, “Your”, and “Member” mean those who request and use this Service offered through the Online & Mobile Banking Platform, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words “We”, “Our”, “Us”, and “Credit Union” shall mean REV Federal Credit Union, its employees, directors, officers, representatives, and agents. By using the Service, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement.

**CHARGES OR FEES**

The Credit Union will not charge you a fee for each loan payment transfer made by debit card. We reserve the right to implement and 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 Pay feature 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.

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 pay feature. 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 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 PAY ACCOUNT 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 PAY ACCOUNT LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for the External Loan Pay feature. 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, The 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.

**FREQUENCY AND DOLLAR AMOUNTS OF TRANSFERS**

The Credit Union may from time to time, for security and risk management reasons, modify the limits, the frequency and the dollar amount of payments you can make using the External Loan Pay service from non-credit union Account.

**REJECTION OF TRANSFERS**

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

## **AUTHORIZATION**

You authorize the Credit Union, to electronically debit your designated account (and if necessary, to electronically credit such account to correct erroneous debits) at the external financial institution in order to make a payment on your loan as specified. By submitting the payment information, you authorize the Credit Union to process and originate a debit card transaction from your other Financial Institution (FI) to credit your loan (excluding credit cards). You agree to follow any applicable instructional material we provide to schedule and initiate your loan payment transfers ("External Loan Pay").

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 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 payment instructions, such as wire transfer or check.

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

- a. Your account at the other financial institution will be debited (charged) and funds will be credited to your REV Federal Credit Union loan.
- b. You acknowledge that it is your responsibility to insure that sufficient funds are on deposit in your account at the other financial institution on the date your External Loan Payment is scheduled to make the payment. In the event that funds are not available in your account at the other FI and the entry is returned, REV will debit your loan and it will be your responsibility to re-initiate the transaction or make a payment by other means.
- c. If your scheduled payment date falls on a weekend or a holiday, the transaction will occur on the following business day.
- d. You understand that payments scheduled for the same day or next day may still take a business day to process and anything submitted after 1:00 pm ET will begin processing the next business day.
- e. The 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.
- f. You understand that this payment transaction must comply with all applicable law. This authorization will remain in effect unless/or until you notify REV that you have revoked it. Notice must be given by completing the "Edit Payment or Cancel" transaction in the External Loan Pay section of the Online & Mobile Banking service prior to 1:00 pm ET on the scheduled payment date. You can also stop payment by notifying the other financial institution that holds the account from which payment will be debited.
- g. If any External Loan 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 REV separately.

## **TIMING OF EXTERNAL LOAN PAYMENT TRANSFERS AND RELATED INFORMATION**

Payments will be credited to your loan on the scheduled payment date after 1:00 pm ET. Because of the time required to process transactions, an External Loan Payment 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 External Loan Payments. Future-dated External Loan Payments may be cancelled or changed through the External Loan Pay feature at any time prior to 1:00 pm ET on the scheduled payment date. Funds will be applied to your loan account according to the loan terms and conditions.

## **SCHEDULING PAYMENTS**

To ensure timely credit to your loan by the due date, you must select a payment 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 date that is at least one (1) business day before the actual due date. External Loan Payments must be initiated by 1:00 pm ET 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 following the payment date. Payment 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 date later than the due date.

## **CANCELLING OR CHANGING EXTERNAL LOAN PAYMENTS**

You may cancel or change any External Loan Payment that 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 1:00 pm ET as displayed in the platform. The Credit Union shall have no obligation to cancel, change, or stop payment on any External Loan Payment, except as required by applicable law.

## **DOCUMENTATION**

You may access all External Loan Payments affected or pending at any time by logging into Online & Mobile Banking and clicking on the "External Loan Pay" 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.

## **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 REV has no responsibility to investigate discrepancies between names and numbers.

## **JOINT ACCOUNT HOLDER**

In submitting information for an External Loan Payment, 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 these loan payments. The Credit Union will end your use of the External Loan Pay feature if any joint account holder notifies use that (i) they never consented to your use of the External Loan Pay feature, (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.

## **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 scheduled loan payment you request that the Credit Union makes on your behalf through the External Loan Pay feature. You understand and agree that REV 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 loan payment, and the loan payment is not completed or is later reversed or if your financial institution does not permit the transfer or the loan payment would exceed the credit limit on any applicable overdraft line. You also understand and agree that REV 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 loan payment, or if Online & Mobile Banking was not working properly, and you knew about the issue when you started the payment.

## **ELECTRONIC SIGNATURE**

This Agreement in conjunction with the Online & Mobile Banking Platform Agreement is an electronic contract that sets out the legally binding terms of your use of the Service. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by clicking on the "Accept" button below in connection with your enrollment. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "Accept" button, you accept the Agreement, and agree to the terms, conditions and notices contained or referenced therein. When you click on the "Accept" button, you also consent to have the Agreement provided to you in electronic form. You have the right to receive the Agreement in non-electronic form, upon request.