

ONLINE BANKING SERVICE AGREEMENT

Member accepting this agreement ("you," "your," "yours" or "Member") has applied for the use of and Mutual Savings Credit Union ("we," "us," "our" or "Credit Union") agrees to provide the Credit Union's Online Banking Service to Member upon the terms and conditions provided in this Online Banking Service Agreement (the "Agreement").

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit Union and Member, intending to be legally bound, do hereby agree as follows:

I. Definitions. The following terms and definitions apply when used in this Agreement.

"Account" or **"Accounts"** means one or more savings, checking, money market, certificate of deposit (CD), or loan account that you have with us for commercial or personal use, as applicable.

"Bill Payment" or **"Payment"** means the remittance of funds, initiated through the Online Banking Service, from an Account to a Payee.

"Bill Payment Service" means the Bill Payment Services offered by Credit Union through our Bill Payment Services provider.

"Business Day(s)" means Monday through Friday, excluding holidays.

"Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

"Funds Transfer" or **"Transfer"** means a transfer of funds, initiated through the Online Banking Service, from one eligible account to another.

"Membership Agreement" means the terms and conditions of your account disclosure for accounts.

"Online Banking Service" or **"Online Services"** means the service(s) described in this Agreement.

"Password" means personal identification number, personal security code, or passcode, whether one or more than one, that you chose or was assigned to you by the Credit Union that allows you to access Credit Union services.

"Payee" means any person or entity to which you direct a Payment through Online Banking Service.

"Payment Account" is the checking account from which bill payments will be debited, whether one, or more than one.

"PC" means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.

"Service" means the service(s) described in this Agreement.

"Separate Service Agreements" are additional agreements relating to the use of certain optional features contained within the Online Banking Service. These agreements, which you must accept in order to use the respective optional feature include, but are not limited to Online Bill Pay Terms and Conditions, and Mobile Deposit Agreement.

"Transfer Day" means Monday through Friday, until 4:00 p.m., Eastern Time (Standard or Daylight). Holidays are not included.

Other definitions may be set forth elsewhere in this Agreement.

II. Setup and Use of Online Banking Services.

A. Eligibility.

In order to activate this Service, you must have at least one Account with us linked to the Service. You must designate a username and Password which will be required to gain access to the Service. The use of the Password is a security procedure established by the Credit Union to authenticate the identity of the person attempting to gain access to the Service. We may require you to change your Password from time to time for security reasons. You should keep your Password in a secure location. Any person having access to your Password will be able to access these Services and perform all transactions including reviewing Account information and making Transfers to other Accounts and to other persons. It shall be presumed that any person using your password has been granted your express permission to take actions on your behalf.

B. Access.

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without.

C. Equipment Requirements.

In order to use the Services, you must first obtain your own PC with a modem and related equipment or other electronic device capable of accessing the Internet and our mobile application (the "Hardware"). You also must provide the type of telephone service and/or Internet access required by the Hardware and/or software. Once the Hardware has been properly set-up, and any required Internet access has been established, you will be able to access the Credit Union Online Banking Services through the Credit Union's website or through the application which may be downloaded to your mobile device. Not all functionality will be available through this mobile application. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, software, telephone service, and the Internet access service to your Hardware, and for all related costs. You are solely responsible for virus protection and maintenance of your Hardware. We shall not be liable for any virus, worm or other problem your PC develops as a result of your use of the Services.

III. Online Banking Services - Products and Services Offered.

You may use the Services to:

1. Transfers funds between your deposit and loan Accounts.
2. Transfer funds to accounts of other members you authorize from any of your Accounts.
3. Review account balance, transaction history, and direct deposit for any of your deposit Accounts.
4. Review information for your Accounts. *
5. Make Payments to a Payee from your Account(s) (Bill Payment Service). *
6. Communicate electronically with the Credit Union using the Secure Email feature.
7. Download account information in various formats.
8. Apply for a loan
9. Order checks
10. Receive text and email alerts and notifications regarding Accounts and register a phone to receive alerts and transfer funds via text commands.

These activities are limited to the extent described herein and in the agreements governing your various Accounts with us. Should there be a period of inactivity of no less than ninety days (90 days), we reserve the right to remove your access due to this inactivity. Your ability to transfer funds from savings and money market deposit Accounts using these Services are subject to the limitations described herein and/or in the applicable account agreements. You should refer to these agreements for restrictions and service charges.

- IV. Receive text and email alerts and notifications regarding Accounts and register a phone to receive alerts and transfer funds via text commands.

These activities are limited to the extent described herein and in the agreements governing your various Accounts with us. Should there be a period of inactivity of no less than ninety days (90 days), we reserve the right to remove your access due to this inactivity. Your ability to transfer funds from savings and money market deposit Accounts using these Services are subject to the limitations described herein and/or in the applicable account agreements. You should refer to these agreements for restrictions and service charges.

V. Credit Union's Failure to Complete Transactions.

The following provisions of this section apply only to Online Service and Accounts established primarily for personal, family or household purposes.

To the extent that an Online Service transaction is an "electronic fund transfer" under Federal Reserve Board Regulation E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages. However, we will not be liable (and any payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:

- Through no fault of ours, you do not have sufficient collected funds in the Account to complete the transaction;
- The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
- Your PC, Hardware, Internet service provider, telephone line, modem, or other equipment is not operating properly;
- The Service is not working properly and you were aware or should have been aware of the malfunction when you initiated the transaction;
- You do not properly follow the instructional materials provided in connection with the Online Services;
- You do not authorize a Payment within a sufficient period of time for your Payment to be received by the Payee by the due date;
- You have not provided us with the correct Payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions stored on your PC's hard drive or the host system have been lost;
- A Payee mishandles or delays the handling of Payments sent by us;
- Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
- Your Password has been reported lost or stolen;
- We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous or illegal;
- You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Online Services or the Accounts;
- Your telephone or Internet service has been disconnected or there are deficiencies in the quality of your telephone line or Internet service;
- Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
- Making a transfer would cause us to violate any law, rule, or regulation to which we are subject; or
- Any failure on our part was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such error. In such a case, damages shall be limited to actual damages (which do not include indirect, incidental, special, or consequential damages).

There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or otherwise provided by applicable law.

VI. Error Resolution.

The provisions of this section apply only to Online Services and Accounts that are established primarily for personal, family, or household purposes.

In case of errors or questions about your electronic transfers, telephone us at (800) 771-6695 or write us at P.O. Box 4569, Atlanta, Georgia 30302-4569, as soon as you can if you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the account activity screen of your PC. We must hear from you no later than sixty (60) days after we sent the FIRST statement or made it available through the Credit Union's Online Statements Service on which the problem or error appeared, or you received notification of the problem or error on your PC. You must:

- Advise us of your name and the Account number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Advise us of the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days (transaction or a transaction initiated outside the United States), to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) Business Days, we may not re-credit your account. Claims of errors for new accounts (opened within the last thirty (30) calendar days) shall be given provisional credit within twenty (20) Business Days. We may take up to ninety (90) days to complete our investigation. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

VII. Additional Information about the Services.

A. Account Access.

Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, not including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

B. Processing Fund Transfers.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any Non Sufficient Funds ("NSF") or Courtesy Pay charges that may apply.

C. Canceling Transfers or Payments

You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction. See the Terms and Conditions of the Bill Payment Service for additional information regarding cancellation of payments initiated through the Bill Payment Service.

D. Transfer(s) from Savings/Money Market Deposit Accounts.

Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers, including those conducted electronically, from savings and money market deposit Accounts. Refer to your Membership Agreement for additional information about these limitations.

II. Text Banking

- A. **Program:** The Credit Union offers mobile access to your Account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS). Enrollment requires activation of a mobile phone number from the Alerts and Notifications page within Online Banking. You may select the type of alerts and other preferences which will determine, together with Your Account data, the frequency of alerts delivered. This program will be ongoing. Standard messaging charges may apply. Members will be allowed to opt out of this program at any time. In order to remain eligible for the Service, member must remain in good standing.
- B. **Questions:** You can contact us at 1-800-771-6695. We can answer any questions you have about the program.
- C. **SMS Communications:** SMS communications will be sent to the mobile device you have activated for the Service. If you change your mobile device, you are responsible for informing us of that change.
- D. **Carriers Supported:** Our participating carriers include (but are not limited to) AT&T, Sprint, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.
- E. **Credit Union Liability:** You understand and agree that SMS communications may be delayed or prevented by a variety of factors. The Credit Union will do its best to provide SMS communications in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of an SMS communication. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any SMS communication; or for any actions taken or not taken by you or any third party in reliance of an SMS communication. SMS communications are designed to assist in overall management of the account; the accountholder should not be solely reliant on this service as delivery of messages can sometimes be delayed.

III. Limitations.

Your use of these Services is subject to the following limitations:

Dollar Amount. There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

Frequency. In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

Foreign transactions. No Payments may be made to Payees outside the United States.

Additional limitations may be contained in this Agreement or the applicable Separate Service Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Credit Union or by applicable law.

IV. Parties' Responsibilities.

Responsibilities of Member.

A. Member Responsibilities.

a. Authorized Use of Services by Other Persons.

You are responsible for keeping your Password and Account data confidential. We are entitled to act on transaction instructions received using your Password, and you agree the use of your Password will have the same effect as your signature authorizing the transaction. Except as provided in the sections titled "Unauthorized Transactions" and "Error Resolution" above, dealing with consumer transactions, you agree to be unconditionally and without limitation liable for all transactions effectuated by use of your Password, whether authorized or unauthorized, and whether utilized by an employee or some other person. If you authorize other persons to use your Password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that the authorization has been revoked and your Password has been changed. You are responsible for any transactions made by such persons until we have been notified by you that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon the change of your Password.

b. Reporting Unauthorized Transactions.

You should notify us immediately if you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission or if you suspect any fraudulent activity on your account. To notify us, call us at (800) 771-6695.

c. Electronic Signatures.

By logging onto the Online Banking Services using your unique username and Password, you are authenticating your identity. The Credit Union will accept this authentication as your electronic signature per the Electronic Signatures in Global and National Commerce Act (the E-Sign Act). The Credit Union will complete transactions requested as though they were received in writing.

B. The Credit Union's Responsibilities.

Credit Union agrees to use ordinary care in rendering Services under this Agreement. Member recognizes and agrees that ordinary care does not mean error free. Member

agrees to pay all attorneys' fees, costs and expenses that the Credit Union may incur in collecting any sums that Member owes to the Credit Union for overdrafts, service charges or otherwise, or in enforcing any rights Credit Union may have under the terms of this Agreement or applicable law, rule or regulation applicable to Member's Account(s) or the Services rendered by the Credit Union under this Agreement. Member also agrees to pay all attorneys' fees, costs and expenses that the Credit Union may incur as the result of defending any claim or action made against the Credit Union by Member, or on Member's behalf where the Credit Union is found not to be liable for such claim. In no event shall the Credit Union be liable to Member for attorneys' fees incurred by Member in any action brought by Member against the Credit Union.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

- a. Access. We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.
- b. Your Hardware & Your Software. We will not be responsible for any errors or failures from any malfunction of your Hardware or any computer virus or other problems related to your Hardware used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Microsoft Internet Explorer®, Mozilla Firefox®, Apple Safari®, Google Chrome®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken®, QuickBooks® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, PC hardware and modem) to access or communicate with the Online Banking Services.

V. Member Privacy and Confidentiality.

The importance of maintaining the confidentiality and privacy of the information provided by our Members is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (i) where it is necessary for completing the Transfers or processing or maintaining your Accounts; (ii) in order to verify the existence or condition of your Accounts for a third party, such as a credit bureau or merchant; (iii) in order to comply with legal process, government agency or court orders; (iv) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully.

VI. Termination.

This Agreement will remain in effect until terminated by you or us. You may cancel the Online Banking Service at any time by calling us at (800) 771-6695 or by writing to us at Mutual Savings Credit Union, Attn: Online Banking, P.O. Box 4569, Atlanta, GA 30302-4569. Your cancellation will be effective within two (2) days of receipt of notice from you. This cancellation applies only to your Online Banking Services and does not terminate your other relationships with us. Should there be a period of inactivity of no less than ninety (90) days, we reserve the right to remove your access due to this inactivity.

We may terminate your participation in any Service(s) for any reason, at any time. We will attempt to notify you in advance, but we are not obligated to do so.

VII. Changes in Terms and other Amendments.

We may amend this Agreement (including changes in fees and charges) by giving notice to you at least thirty (30) days before the effective date of the amendment, unless such change or amendment is otherwise required by law or applicable regulation. Your continued use of a Service constitutes your agreement to the amendment(s). No amendments requested by Member shall be effective unless received and agreed to in writing by the Credit Union. The terms of your other account agreements with us shall continue to apply.

VIII. Other Provisions.

. Ownership of Website.

The content, information and offers on our website and mobile application are copyrighted by us and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

A. Geographic Restrictions.

The Services described in this Agreement and any application for credit, deposit services, and other services available at our website are solely offered to residents of the United States of America. Members may not be able to access these Services outside the United States of America.

B. Contact Information.

In case of questions about your electronic transactions contact Mutual Savings Member Service by phone at (800) 771-6695 or by mail at Mutual Savings Credit Union, P.O. Box 4569, Atlanta, GA 30302. You can also contact us via Secure Email at mutualsavingscu@mutualsavingscu.org.

C. Authority.

Member hereby represents and warrants that he/she/it has full right, authority and power to execute, deliver and perform this Agreement and, if Member is an entity or organization rather than a natural person, that the execution, delivery and performance of this Agreement has been duly authorized by all necessary company actions, including appropriate company resolutions.

D. Membership Agreement.

Member acknowledges and agrees that Member's Account maintained with the Credit Union is an integral part of the Services offered by the Credit Union and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement governing Accounts in effect from time to time between Member and the Credit Union. The Membership Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Membership Agreement. Member acknowledges that it has signed and executed all agreements, resolutions, signature cards and forms governing Member's demand deposit account required by the Credit Union. If Member has not signed the foregoing forms required by the Credit Union, by signing this Agreement, Member acknowledges that it has read the contents of and agrees to be bound by the terms of those forms,

agreements and documents, and adopts and ratifies, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on Member's account. Member also agrees to establish all Accounts that must be opened in conjunction with the Service provided by the Credit Union.

E. Effective Dates.

The effective date of this Agreement shall be the date upon which the Agreement is executed by Member or accepted by Member (by using the devices covered within).

F. Internet Disclaimer.

For any Service(s) described in the Agreement utilizing the Internet, the Credit Union does not and cannot control the flow of data to or from the Credit Union's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Member's connections to the Internet (or portions thereof). The Credit Union cannot guarantee that such events will not occur. Accordingly, the Credit Union disclaims any and all liability resulting from or related to such events and in no event shall the Credit Union be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, Member's ability to connect to the Internet, or the Credit Union's ability to connect to the Internet on Member's behalf.

G. Information.

The Credit Union may from time to time request information from Member in order to evaluate a continuation of the Service(s) to be provided by the Credit Union hereunder and/or adjustment of any limits set by this Agreement or otherwise set by the Credit Union. Member agrees to provide the requested information immediately upon request by the Credit Union, in the form required by the Credit Union. If Member refuses to provide the requested information, or if Credit Union concludes in its sole discretion that the credit risk of Member is unacceptable, the Credit Union may terminate the Service according to the provisions hereof. Member authorizes the Credit Union to investigate or reinvestigate at any time any information provided by the Member in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

H. Deadlines.

Member shall deliver or transmit all data or information to Credit Union by the deadline(s) specified in this Agreement and Credit Union shall have no obligation to process data or perform the Service if the data is not received by the Credit Union by the specified deadline.

I. Member's Duty to Inspect.

Member shall inspect all reports, journals, and other material evidencing the output of the Services performed by the Credit Union. Member must report all errors to the Credit Union for Services performed and indicated in the reports, journals and other material evidencing the output of the Services or otherwise reported to Member daily by the close of business on the banking day following the day on which the Services are rendered. Member must report all other errors within a reasonable time not to exceed thirty (30) days from the date that the error is made. Failure of Member to promptly report errors

within such specified time shall preclude Member from asserting against the Credit Union any claims arising from the error or any loss caused by the error.

J. Limitation of Liability.

To the fullest extent allowed by law, except for unauthorized transactions covered by Sections VI, and VIII above, Member agrees:

- a. That the Credit Union shall not be responsible or liable to Member or to any other party for consequential indirect, special exemplary, punitive or incidental damages arising out of the use by Member of any service even if Member, the Credit Union or the Credit Union's service provider have been specifically advised of the possibility of such damages.
- b. To the fullest extent allowed by law, the Credit Union's liability to Member under this Agreement shall be limited to correcting errors resulting from the Credit Union's failure to exercise ordinary care or to act in good faith.
- c. Member acknowledges and agrees that Member's use of the Services shall be at Member's sole risk and that the Services are provided by the Credit Union on an as is basis.
- d. Except as expressly set forth in this Agreement, the Credit Union makes no, and hereby disclaims any and all, representations or warranties, expressed or implied, in law or in fact, whatsoever to Member or to any other person as to the Services or any aspect thereof, including (without limitation) any warranty of merchantability, fitness for a particular purpose, quality, accuracy, or suitability. Member agrees that no oral or written advice or representation obtained from any Credit Union employee or representative shall create a warranty or representation for purposes of this Agreement or any Services to be performed pursuant hereto.
- e. The Credit Union makes no representation or warranty, either express or implied, to Member as to any PC, Hardware, software, or equipment used in connection with the Services (including, without limitation, Member's PC systems or related equipment and Hardware, Member's software, or Member's Internet service provider or its equipment), or as to the suitability or compatibility of the Credit Union's software, Internet delivered service, equipment or communication interfaces with those that Member uses, or as to whether any software or internet delivered service will perform in an uninterrupted manner, including (but not limited to) any warranty of merchantability or fitness for a particular purpose.
- f. The Credit Union shall not be responsible or liable for any errors or failures resulting from defects in or malfunctions of Member's PC, Hardware or software, for the quality of performance or lack of performance of any PC software or hardware or internet delivered services supplied by the Credit Union to Member in connection with this Agreement, or for the transmission or failure of transmission of any information from Member to the Credit Union or from the Credit Union to Member. The Credit Union shall not be responsible for notifying Member of any upgrades or enhancements to any of Member's PC, Hardware or software.

K. Compliance With Laws, Rules and Regulations.

Member agrees to comply with all existing and future operating procedures used by the Credit Union for processing of transactions. Member further agrees to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission (FTC), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association (NACHA) and any other clearinghouse or other organization in which the Credit Union is a member or to which rules the Credit Union has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

L. Relationship of Parties.

Member and the Credit Union acknowledge and agree that the relationship of the Credit Union and Member is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

M. Force Majeure.

The Credit Union shall not be responsible for any liability, loss, or damage resulting from the Credit Union's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by Member or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Credit Union's control.

N. Reimbursement.

Any reimbursement by the Credit Union for any liability hereunder may be made either directly to Member or by adjustment of the aggregate ledger and collected balances of Member's Accounts.

O. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, except for unauthorized transactions covered by Sections VI and VIII above, Member will be liable for, hold harmless, and will indemnify the Credit Union, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by the Credit Union arising out of Member's failure to report required changes, transmission of incorrect data to the Credit Union, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by the Credit Union's failure to exercise ordinary care or to act in good faith, Member agrees to indemnify and hold the Credit Union, its officers, directors, shareholders, agents, employees and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) the Credit Union's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by the Credit Union to be an authorized

representative of Member or Authorized User, (iii) Member's breach of any of Member's covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) Member's breach of applicable laws, rules or regulations.

P. Miscellaneous Provisions.

- a. **Headings.** The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction, or meaning.
- b. **Severability.** The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- c. **Waiver.** No waiver by the Credit Union (whether or not in writing) of any term, condition or obligation of Member shall bind the Credit Union to waive the same term, condition or obligation again, nor shall any other provision, condition, term or obligation hereof be affected by such a waiver.
- d. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees and permitted assigns of the parties hereto.
- e. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.
- f. **Transfers and Assignments.** Member cannot transfer or assign any rights or obligations under this Agreement without Credit Union's written consent.