

Alcoa Tenn Federal Credit Union
Digital Banking Agreement and Disclosure

Please read this information and print a copy or retain electronically for your records.

Before enrolling in Alcoa Tenn Federal Credit Union's Digital Banking System (Digital Access), please review the policies and regulations that will apply to your accounts and transactions. In this Agreement and Disclosure, the words "you" and "your" mean any of the Accountholders in whose name the Account is held. The words "we", "us", "our", "Credit Union", and "ATFCU" mean Alcoa Tenn Federal Credit Union. The word "Account" means any one or more savings or other accounts you have with the Credit Union.

1. Acceptance and Agreement

This Agreement and Disclosure (the "Agreement") applies to your use of any Digital Banking System. It governs electronic access to any additional online or other electronic service(s) that ATFCU currently makes or in the future may make available via electronic access and which you are currently or in the future may access or otherwise use ("Electronic Service"). In order to access an Electronic Service, you must request each service individually by agreeing to the terms and conditions pertaining to such service.

Your enrollment in the Digital Banking System signifies your receipt of the disclosures and your agreement to be bound by the terms contained in this Agreement. Anyone using ATFCU's Digital Banking Systems and other Electronic services shall indemnify, defend and hold Alcoa Tenn Federal Credit Union harmless for any violation. This Agreement supplements, but does not replace, the Electronic Funds Transfer Agreement and Disclosure and other information applicable to your ATFCU deposit accounts, including your Membership and Account Agreement, all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions and the terms and conditions of any credit agreements applicable to your ATFCU loan accounts, including all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions.

2. Electronic Communication Disclosures

Electronic Signature

By selecting "I Agree" you are signing this Agreement and Disclosure electronically and you agree that doing so is the legal equivalent of you manually signing this Agreement and Disclosure and that you will be legally bound by its terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon, or similar act/action, or to otherwise provide the ATFCU instructions via Electronic Access, or in accessing or making any transaction regarding any agreement, acknowledgment, consent terms, disclosures, or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing (your "Electronic

Signature”). You also agree that no certification authority or other third-party verification is necessary to validate your Electronic Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your Electronic Signature or any resulting contract between you and ATFCU. You also represent that you are authorized to enter into this Agreement and Disclosure for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement and Disclosure.

Valid and Current E-Mail Address, Notification and Updates

Your e-mail address is required in order for you to obtain electronic services. ATFCU may notify you through e-mail when a communication or updated agreement pertaining to electronic services is available. It is your responsibility to use the Digital Banking System regularly to check for updates to communications and also to check for updates to this agreement and disclosure and any other agreement for electronic services to which you are a party. To ensure that you continue to receive any such e-mail notice pertaining to communications or an agreement pertaining to electronic services, you agree to keep ATFCU informed of any changes in your e-mail address. You may modify your e-mail notification address by accessing ATFCU’s Digital Banking System.

3. Technical Requirements

To use the Digital Banking System, you must have access to the Internet through an Internet Service Provider (ISP). You must also use Microsoft Internet Explorer, Mozilla Firefox, Safari, or Google Chrome (the latest browser version is recommended). Your browser must support encryption. If you are using our digital app, you must use the latest version on a device with the most up-to-date operating system. You are solely responsible for obtaining, maintaining, upgrading and operating your device, ISP, and any associated software. We are not responsible for any loss, damage or claim caused by your ISP, any related software, or your computer communication equipment.

Personal computers, iPads, tablets, cell phones, and other devices (“access device”) with Internet capabilities may be susceptible to viruses. You are responsible to ensure your Access device is protected from and free of viruses, worms, Trojan horses or other similar harmful components (collectively referred to as “viruses”) which could result in damage to programs, files and/or your access device and could result in information being intercepted by a third party. ATFCU will not be liable for any indirect, incidental, special or consequential damages which may result from such viruses. ATFCU will also not be responsible if any non-public personal information is accessed via the Digital Banking System due to any viruses residing or being contracted by your access device at any time or from any source. ATFCU is not responsible for errors or delays or your inability to access the service caused by your access device.

You must have access to Adobe Acrobat Reader software (available at no charge at www.adobe.com), a printer or ability to download the eStatements for your records.

4. Digital Banking System

Subject to the terms and conditions of this Agreement, you may access the Digital Banking System to:

- View account/loan balances and histories for each of your selected Accounts, excluding escrow services on mortgage loans;
- Make withdrawals from your account(s). A check payable to you (the primary owner) will be mailed on the business day following the request for withdrawal to the address on record;
- Transfer funds between your credit union accounts;
- Transfer funds to another member's credit union account;
- Transfer funds from your eligible credit union account to a verified account at another financial institution and vice versa. (See Terms of Service and User Agreement for Alcoa Tenn Federal Credit Union Transfer Service. This agreement can be found at www.atfcu.com under Policies and at the end of this agreement.)
- Apply for a loan.
- Open subaccounts including savings, checking, money market, and club accounts.
- Make loan payments.
- Place stop payments.
- Download account and loan histories for use with financial software such as Microsoft Excel, Intuit Quicken or Quick Books, or compatible spreadsheet applications (you are responsible for confirming that any data is transferred correctly);
- View copies of checks that have cleared within the past 90 days.
- Change the password of your account.
- Update your contact information, including address, phone number(s), and email address.
- Pay Bills to merchants, individuals and others located in the US
- View regular monthly and/or quarterly eStatements, when this Delivery Option is selected; and
- Enroll in additional electronic services.
- Deposit checks (see ATFCU's Remote Deposit Capture User Agreement)
- Pay a friend
- Reorder Checks
- Other features may be included

5. Account Transfer

You may transfer funds to and from your accounts where you are a signer, as long as:

- Sufficient funds are available in the transferring account to complete the transfer; and

- Nothing in the terms and conditions of the account agreement prohibit the transfer.

Transfers from your account are subject to all of the transfer restrictions, if any, included in your account agreement. For example, you are not allowed to make more than six transfers and withdrawals from your share savings, club, or money market account in any month by means of a preauthorized, automatic or Internet transfer, by telephonic order or instruction, or by check, debit card or similar order. You also are not allowed to transfer any funds which are secured as collateral for loans.

6. Additional Information about the Services

We may update or delay any or all services referenced in this agreement to ensure security. If an incorrect password is entered three (3) times, we will temporarily deny access to the Digital Banking System. If an incorrect password is entered six (6) times, we will deny access to the Digital Banking System. If access is denied, contact ATFCU at (865) 977-3118 or 1-800-404-6008. Additional information and instructions on use of the Digital Banking System can be found in this agreement.

7. Limitation on Transactions

Unless specified, there is no limit to the number of times you may use Digital Banking, and you may transfer or authorize payments up to the available balance in your Account at that time. However, we may:

- Set limits on the total dollar amount of any one transaction;
- Set limits on the daily amount of transfers out of the account;
- Check and authorize each transaction before it becomes final;
- Limit the number of transactions in certain accounts as required by law. For savings, club, and money market accounts, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers (including overdraft protection transfers) per account to another account of yours or to a third-party during any calendar month. A preauthorized transfer includes any arrangement with us to pay a third-party from your account upon oral or written orders including orders received through the automated clearinghouse. We may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend, or close your account.
- We may impose additional limits for security reasons
- We may update or delay any or all services referenced in this Agreement and Disclosure Statement to ensure cost effectiveness and security.

8. Illegal Transaction Activity

Any financial service provided by ATFCU may be used for any transaction permitted by law. You agree that illegal use of any financial service and/or other related services may be terminated at ATFCU's discretion. You further agree, should illegal use occur, to waive the right to sue ATFCU for such illegal activity directly or indirectly related to it.

You also agree to indemnify and hold ATFCU harmless from any suits or legal action by you or any third party for liability directly or indirectly, resulting from such illegal use.

9. Stop Payment Authorization

When you click the 'Stop Payment' button on the stop payment page, it is our record of your stop payment order and represents our understanding of the order. An online stop payment order is considered a written order, and will remain effective for six (6) months after the date such order is placed. An online stop payment may be renewed in writing for any term greater than six (6) months. You hereby agree to hold ATFCU harmless for all expenses and costs incurred by ATFCU on account of refusing payment of said draft and agree not to hold ATFCU liable on account of payment contrary to this request if same occurs through inadvertence, accident, or oversight.

10. Enrollment and Use of the Digital Banking System and Electronic services

For consumer accounts, the primary accountholder may enroll in Digital Banking and other electronic services and is responsible for the acts of any joint accountholder. Anyone enrolling warrants and represents that he or she is the primary accountholder and is authorized to enroll in the service. Anyone using the account warrants and represents that he or she has full authority to use the service and to engage in any action taken by him or her.

For organizational accounts, Digital Banking and other electronic services may be established by any authorized user. Anyone with the user ID and password will be treated as if he or she were the primary accountholder for purposes of Digital Banking and other electronic services.

11. Multiple Accountholders and Authorized Users

If the account ordinarily requires joint action by two or more people to authorize a transaction, you agree that that requirement is deemed waived for any Digital Banking and electronic services transactions. This means that a joint accountholder or an authorized user, acting alone, may effect transactions through Digital Banking and other electronic services even though consent by two or more people may be required in other situations.

12. Password Security

In order to access the Digital Banking System and other electronic services, you will need your member number and a password. You may change your password within Digital Banking by using the "Change Password" option. Make sure you enter a password which you can remember but cannot be easily ascertained by anyone else. To help safeguard your password, you should change it frequently.

Because your password may be used to access information about your accounts, to transfer money, to send funds to third parties, and perform other services, you should treat your password and all account information with the same degree of care and confidentiality that you use to protect other sensitive personal financial data. Do not give your password to anyone who is not authorized to make transactions on your accounts. You agree that anyone to whom you provide your password will be deemed to be authorized to make Digital Banking transactions on your accounts, to the full extent provided by law. If you provide your Digital Banking password to someone, you are providing that person with the ability via Digital Banking to process transactions, access services, obtain account information to all accounts of the primary account holder, review eStatements, apply for loans, and make transfers to third persons through Bill Payment, even if that person would not otherwise have such ability. You will be fully liable for all transactions performed by someone to whom you provide your Digital Banking password, even if that person exceeds the authority you gave to him or her.

13. Authorization

You authorize us to debit your account for any transactions processed through the Digital Banking System or other electronic service, such as Bill Payment, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer. If an instruction describes the beneficiary inconsistently by name and account number, execution of the instruction may occur on the basis of the account number, even if it identifies a person different from the named beneficiary.

14. Organizational and Business Accounts

This section applies to accounts used for business, commercial, organizational, or non-profit purposes and all other Accounts that are not subject to the Electronic Funds Transfer Act (collectively referred to in this Agreement as "Business Accounts"). NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, PROTECTIONS AFFORDED PURSUANT TO LAWS APPLICABLE TO CONSUMER ACCOUNTS DO NOT APPLY TO BUSINESS ACCOUNTS. For example, the limitations of your liability set forth in sections 15 and 17 below, and the time limits for responses from us in section 18 below, do not apply to Business Accounts except as otherwise required by law. For Business Accounts, you agree to hold us harmless and to indemnify us for any loss, costs or expenses incurred as a result of your use of the Digital Banking System and other electronic services. For the purpose of this agreement, a Business Account is any account that is not established and used primarily for personal, family or household purposes. For example, Business Accounts include DBA accounts, accounts held by any type of organization (partnership, limited liability partnership, corporation, limited liability company, nonprofit corporation, association, apartment owner or homeowner association, unincorporated association, religious,

educational or charitable organization, etc.), and accounts used for an individual's business or any other non-consumer purpose.

15. Fees and Charges

There is no charge for the general use of the ATFCU Digital Banking System; however, there may be fees or charges for additional optional services provided through the Digital Banking System. These fees or charges will be disclosed within the Digital Banking System or within ATFCU's schedule of fees. You may view the ATFCU Fee Schedule at www.atfcu.com under Policies. Such charges will be collected from your account at the time you request the service.

16. Bill Payment Services

When you sign up for the bill payment service, you must use your share draft (checking) account(s) as your payment account. The A+ Money Market Account, may also be used with the bill payment service.

Payment Guidelines: Your payee list may include merchants, businesses, charitable institutions, professional service organizations or individuals. However, you may **not** use the service to pay taxes or any court ordered payments. Payees must be located in the United States. Payments must be made payable in US dollars.

Available Funds Required: When you schedule a bill payment, you authorize us to withdraw the necessary funds from your default account. We may refuse to act on your instructions if sufficient funds, including funds available under any overdraft plan, are not available in your default account on the due date. If funds are not available, an NSF fee will be charged.

Authorization to Charge Account: You authorize us to process electronic bill payments according to the instructions we receive from you. You authorize us to initiate any reversing entry or reversing file and to debit your accounts at the credit union, in order to correct any mistaken credit entry.

Rejected Scheduled Payment: If a scheduled payment is rejected, you are responsible for: making alternate arrangements for payment or rescheduling the payment. Under no circumstances will we automatically resubmit a payment for you after it has been rejected.

Cancelling a Scheduled Payment: You may cancel any of your scheduled payments any time prior to the processing time frame. However, once funds have been deducted from your designated account, payment **cannot** be stopped. Electronic payments that have already been processed also **cannot** be stopped.

Billpayment Fees: ATFCU is pleased to offer the Online Bill Payment Service FREE of charge to all our Digital Banking members. While there is no charge for the general use

of the service, we may charge you as prescribed in the ATFCU fee schedule for some individual services such as Overdraft Protection plans, or NSF fees. Please refer back to the "Available Funds Required" section of this policy.

Cancelling Bill Pay Service: If you wish to cancel the Bill Pay Service after you have registered for Bill Pay and not have your account debited for any bills you have setup, you **must** click the 'Stop Bill Pay Service' button to complete the cancellation of Bill Pay Service. Once you complete the Cancel Bill Pay section, your bills will no longer be paid by ATFCU Bill Pay Service. When you click the 'Stop Bill Pay Service' button it is our record of your Bill Pay Service cancellation and represents your understanding of the Bill Pay Service cancellation. This action **cannot** be reversed.

17. e-Statement Agreement

e-Statement/e-LERT License Agreement LICENSING AGREEMENT FOR ONLINE WEB SITE VIEWING OF eStatements AND E-LERTS.

The e-Statement and e-LERT Web Site (the "Service") is an on-line e-Statement and e-LERT viewing product provided by Alcoa Tenn Federal Credit Union and its Licensor, Digital Mailer, Inc. ("The Credit Union").

Please read this Agreement carefully before accessing or using the Service. By accessing or using the Service, you agree to be bound by the terms and conditions below. If you do not accept the terms and conditions of this Agreement, you may not access or use the Service. The Credit Union may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement.

Password and Security: After the initial login, the Service will be accessible through a password chosen by you. You agree not to give or make available your password to any unauthorized individuals. If you believe that your password has been lost or stolen or that someone may attempt to use your password without your consent, you must notify The Credit Union at once.

You must not restrict or inhibit any other user from using the Service. You may not use the Service to send any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, threatening, offensive, or otherwise objectionable information of any kind. You may not use the Service to conduct any illegal activity or solicit the performance of any illegal activity, including without limitation the U.S. export control laws and regulations.

Charges: As a customer of the Service, you will not be charged by The Credit Union for receiving an eStatement or e-LERT electronically. As part of the Service, The Credit Union will provide a history of prior month's statements for you to review and print as needed (see The Credit Union's web site for the number of months that will be made

available as part of the Service). There may be a charge for additional transactions, including a request for a paper copy of your statement from The Credit Union, and other optional services.

EXCLUSION OF WARRANTIES: The Credit Union IS PROVIDING THE SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE. The Credit Union DOES NOT WARRANT THAT THE SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATION OF LIABILITY: IN NO EVENT SHALL The Credit Union OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF The Credit Union OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON The Credit Union, ITS LICENSORS OR SUPPLIERS, The Credit Union AND ITS LICENSORS OR SUPPLIERS TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICE. Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction.

THE FOREGOING SHALL CONSTITUTE The Credit Union's ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER.

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

General: This agreement is governed and shall be construed in accordance with the laws of the State of Tennessee, excluding its choice of law rules. This agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between The Credit Union and you concerning the Service and may only be amended in a writing signed by both parties. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this agreement will remain in full force and effect.

18. Loans

Credit is subject to the terms and conditions disclosed in the LOANLINER Credit Agreement and Truth-in-Lending disclosures. You hereby authorize ATFCU to verify employment and credit history, and to obtain a credit report in connection with the credit application.

19. Equipment Failure

We will not be liable to you for failure or malfunction of any equipment associated with the ATFCU Digital Banking Service. This service may be interrupted for a short time each night for data processing and system maintenance.

20. Documentation

You will receive an account statement at least quarterly. You may also generate a printed history of activity while using the Digital Banking System.

You are entitled to receive and retain a copy of this agreement and disclosure statement. Unless you inform us otherwise, you consent to electronic receipt of this agreement and disclosure statement, all account statements, and other notices provided from time to time on our Digital Banking System web site by using Digital Banking, eStatements, or Bill Payment. You may request a paper copy by calling ATFCU at (865) 977-3118 or 1-800-404-6008. You may revoke your consent in writing by contacting us by:

E-Mail via the secure messaging inside the Digital Banking System

Or U.S. Mail at

Alcoa Tenn Federal Credit Union
P.O. Box 9001
Alcoa, TN 37701

21. Member Liability

You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service or your access device (card, code, or other means) you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe your pin, password, or access device has been lost or stolen or if you believe someone has used your access device or otherwise accessed your accounts without your authority.

Also, if your statement shows electronic funds transfers that you did not make, including those made by card, code, or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from

making the transfers if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

For complete information on member liability, please see Alcoa Tenn Federal Credit Union's Membership and Account Agreement and Electronic Fund Transfers Agreement & Disclosure. These documents were provided to you at account opening.

22. Confidentiality and Account Information Disclosures

We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers; or
- To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or
- To comply with a government agency or court orders; or
- If you give us your written permission; or
- Pursuant to our privacy policy in accordance with applicable law.

If you believe that we have reported inaccurate information about your Account to a consumer reporting agency, write to us at the address listed below. Please include your name, account number and a description of the suspected inaccuracy.

Alcoa Tenn Federal Credit Union
PO Box 9001
Alcoa, TN 37701

23. Alcoa Tenn Federal Credit Union Liability

Access to the Digital Banking System may be temporarily unavailable from time to time due to system updating, maintenance or technical difficulties. You agree that ATFCU will not be liable for delay in transfers or payments in such cases. If we do not complete an electronic fund transfer to or from your account in time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, you do not have enough money in your account to make the electronic fund transfer;
- If any funds in your account necessary to complete the transfer are held as uncollected funds or pursuant to our Funds Availability Policy;
- If the funds in your account are pledged as collateral or frozen because of a delinquent loan;
- If the electronic fund transfer would go over your overdraft protection credit limit;
- If, through no fault of ours, we have not actually received enough money to cover an electronic deposit from a third party;

- If the funds in your account are subject to legal process or other encumbrances restricting the electronic fund transfer;
- If your computer, access device, modem, software, or internet access is not working properly or you do not have the required software for internet access;
- If our processing system was not working properly and you knew about the problem when you started the electronic fund transfer;
- If circumstances beyond our control (such as fire or flood) prevent the electronic fund transfer, despite reasonable precautions that we have taken;
- If you have not provided us with correct and complete information about the payee;
- If the payee is not a valid business payee;
- If you did not timely provide us with correct instructions as to when to make a payment;
- If the payee, on its own, mishandles or delays processing the payment sent by us;
- If you have Bill Payment service, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by us. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- If this agreement is terminated;
- If the authorization for your electronic fund transfer is revoked by law or court order (in case of death or incompetence, for example); or
- If other exceptions are provided in other agreements we have with you or by applicable law.

We will not be required to complete any transaction in a situation described above. In the event that such a transaction is completed, you agree to pay us that amount that exceeds your Account balance or your line of credit or that is otherwise improperly withdrawn immediately upon request.

A cash withdrawal which activates your line of credit or overdraft protection account will be repaid in accordance with the terms of your loan or overdraft protection agreement. We may also limit or refuse to complete your electronic fund transaction for security reasons.

24. In Case of Errors or Questions About Your Electronic Fund Transfers

In case of errors or questions about your electronic funds transfers, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. Call us at:

1-865-977-3118 or 1-800-404-6008

or write to:

Alcoa Tenn Federal Credit Union
P.O. Box 9001
124 N Hall Rd.

Alcoa, TN 37701
Fax: (865) 977-6662

- Tell us your name and member number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe ATFCU has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 credit your account.

For errors involving transfers within thirty (30) days after the first deposit to the account was made, or initiated outside the United States, the periods referred to above are twenty (20) business days instead of ten (10) business days and ninety (90) days instead of forty-five (45) days.

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. You may ask for copies of the documents that we used in our investigation. If we credited your Account, we will also notify you that the credited amount has been reversed

25. Terminating This Agreement

You can terminate this Agreement or any EFT service under this agreement at any time by notifying us in writing and no longer using your PIN, password, or card. You must return all cards and agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We can also terminate this agreement at any time by notifying you verbally or in writing. Whether you terminate this agreement or we do, the termination will not affect your obligations under the agreement for any electronic transactions made prior to termination, even if we allow any transaction to be completed after this agreement has been terminated. Inactivity would be cause for this agreement to be terminated.

26. Business Days

For purposes of these disclosures, our business days are Monday through Friday, excluding Federal Reserve holidays. (Note: For purposes of the Bill Payment Service, business days are Monday through Friday, excluding Federal Reserve holidays).

Although the Digital Banking System generally is available 24 hours a day, 7 days a week, at certain times such as during maintenance periods or for security reasons, some or all of the services may not be available.

27. Changing This Agreement

We have the right to change the terms of this agreement from time to time. We will notify you as required by law.

28. Enforcement

You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you.

29. Collection Expenses

If we ever have to file a lawsuit to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on appeal, bankruptcy proceedings, and any post-judgment collection actions.

30. Evidence

If we go to court for any reason, we can use a copy, microfilm or microfiche of any document to prove what you owe or that a transfer has taken place. A copy, microfilm or microfiche will have the same validity as the original.

31. Headings

The section headings used in this agreement are for convenience only and shall not limit or affect the terms of this agreement.

32. Governing Law

You acknowledge and agree that this agreement was created in the State of Tennessee, and shall be governed by and construed in accordance with the laws of the State of Tennessee (without regarding to conflict of law provisions). Any action with respect to this agreement or any Electronic Service may be brought or transferred to federal courts located in Knoxville, TN or state courts located in Blount County, TN.

33. Waivers

No delay or omission by us in exercising any rights or remedies under this agreement and Disclosure Statement shall impair or be construed as a waiver of such right or remedy. All waivers must be in writing and signed by us.

34. Contact Information

You can call ATFCU at (865) 977-3118 or (800) 404-6008 during normal business hours, excluding holidays.

If you have questions about using the Digital Banking System, you may send your questions to us via the secure messaging inside the Digital Banking System.

We may not immediately review communications that you send. We will not take action based on requests sent via the secure messaging system until an ATFCU employee reads the communication and has a reasonable opportunity to act. If you need to contact ATFCU immediately, you may contact us at the telephone numbers listed above, or visit any branch.

35. Notices

All notices from us will be effective when we have electronically provided, mailed or delivered them to the last address that we have for you in our records. Notices from you will generally be effective once we receive them at the appropriate address specified in this agreement. If more than one person holds the account, notice to or from one of the accountholders will be effective for every accountholder. We reserve the right to change the terms and conditions upon which the service is offered.

We will notify you before the effective date of a change that may have a negative impact on you. The notification will be provided according to applicable laws and regulations. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

It is important that you inform ATFCU if your e-mail address changes. We may send you important information by e-mail. Please note, however, that we will never contact you by e-mail, telephone, mail or other type of correspondence and request your PIN, password, username, or other access code. If you are contacted by anyone asking for your PIN, password, username or other access code, you should refuse and immediately contact us. You may be the target of identity theft.

36. Logging On and Logging Off of the Service

It is important that you close all other Windows before accessing the Digital Banking System (or other electronic services), and that you not open other Windows while you are logged on to any Service. It also is important that you end each session by properly logging off of the Service and closing the Window for the Service. Having other Windows open while you are logged on to the Service, or failing to log off of the Service

and closing the Window properly, may increase the risk of unauthorized access to your Account.

37. Security

You understand and agree that we do not guaranty the security of the Internet and shall not be responsible for any unauthorized third party interception or use of any information sent or received electronically. You agree that we have no liability to you for any loss, claim or damages arising out of or in any way related to our response(s) to any e-mail or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity of or to verify any e-mail or other electronic communication. Further, we may respond to any e-mail at the address provided in the communication, or any e-mail address provided in our account records. We have the right to require authentication of e-mails or electronic communications, but are under no obligation to do so.

Except as otherwise expressly provided for in this agreement or by applicable law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential, exemplary economic or otherwise, caused by the use of the Service or arising any way out of the installation, use or maintenance of any software, or otherwise caused by us or any of our service providers. We also are not responsible for any damage to your personal computer or Access devices, software, modem, telephone or other property resulting from your installation, use or maintenance of the software, or from viruses, worms, Trojan horses, or other harmful components that may enter your personal computer or Access devices.

By entering into this agreement, you acknowledge and agree that you are aware of the security procedures applicable to this Agreement and your relationship with the Credit Union, and you agree that the security procedures in place and applicable to you are entirely commercially reasonable.

38. Account Agreements and Disclosures

Your use of Digital Banking and any other electronic services is subject to this agreement, your account agreements, the Application, and all other agreements between you and ATFCU. In addition, this agreement may amend certain terms and conditions of the account agreements. These amendments to the account agreements will automatically terminate if this agreement and your use of the Digital Banking System terminates and the account agreements will remain in effect without the amendments made in this agreement. In the event of a conflict between this agreement and any statement by our employees or agents as to matters relating to the Digital Banking System and other electronic services, this Agreement shall control. In the event of a conflict between this agreement and Alcoa Tenn Federal Credit Union's Membership and Account Agreement, Electronic Fund Transfers Agreement & Disclosure, or Funds Availability Policy Disclosure, the Membership and Account Agreement, Electronic Fund Transfers Agreement & Disclosure, and Funds Availability Policy Disclosure shall control.

Except as specifically stated otherwise in this agreement, the limitations of liability and disclaimers of warranties set forth in section 17 shall be applicable to this entire agreement to the extent permitted by law.

Supplemental terms and conditions for any other Electronic services in which you enroll or use also apply.

39. User Agreement for Alcoa Tenn Federal Credit Union Transfers Service:

Terms of Service

USER AGREEMENT FOR TRANSFERRING FUNDS

BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR TRANSFERRING FUNDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE FINANCIAL INSTITUTION THAT IS OFFERING FUNDS TRANSFER SERVICES. THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY. In these terms, some provisions apply to "you" as the party using the service to initiate funds transfers. Some provisions apply to "you" as the party approving a request to transfer funds from or to you. In both cases, you agree to the applicable provisions of these terms. "We", "us" and "our" refer to the financial institution that initiates the funds transfers services (the "Financial Institution"). The Financial Institution uses as its agent, D+H USA Corporation, and other financial intermediaries (collectively, the "Service Provider") to accomplish funds transfers. If you are the party initiating a funds transfer, these terms of service supplement the disclosures or agreements you agreed to as part of the registration process for online banking. If you wish to review those disclosures or agreements, please close this page and review the terms of service associated with online banking or consult with a customer service representative of the Financial Institution. You may also have other agreements with another financial institution that holds your account that apply to your account but not to this service.

This service allows you to initiate or authorize funds transfers between accounts or people you have designated using the Funds Transfer Service (an "ACH Transfer"). By clicking the "Confirm" button you authorize us as the financial institution to (i) accomplish this transfer through the Automated Clearing House ("ACH") and (ii) to use the Service Provider as our agent for this purpose.

You understand that the Financial Institution and its Service Provider may originate more than one ACH entry (for example, a paired credit and debit entry) to accomplish the transfer you are requesting or authorizing. These ACH entries may be originated in any sequence (for example, a credit may be provided to you in advance of settlement on a paired debit entry against your account). You authorize us or our Service Provider to resubmit debit entries against your account as needed to fulfill the ACH Transfer you have requested. If this is a recurring ACH Transfer, this authorization will continue in full

force and effect until such time as you cancel the recurring ACH Transfer as provided below.

The sections below also apply to anyone using the service, whether to send or to receive funds:

1. You represent that you are at least eighteen (18) years old, a resident of the United States and have a valid e-mail address. You represent that you are the owner of the applicable debit and/or credit accounts and have the right to access, use, and authorize us and our agents to initiate ACH entries to debit or credit such accounts in the amount you have specified.
2. You agree to comply with the National Automated Clearing House Association ("NACHA") rules when as the Originator (as defined under NACHA rules) you initiate funds ACH Transfers to or from your accounts or accounts of another person. You authorize the Service Provider to be an Originator and to use an Originating Depository Financial Institution ("ODFI") (as defined under NACHA rules) chosen by it where appropriate to process your request to the Financial Institution.
3. If you are requesting funds be transferred from an account held by another person to an account you have with us, you authorize us and our Service Provider to send an e-mail or SMS text message on your behalf requesting him or her to authorize the funds transfer to you.
4. You accept our appointment of the Service Provider as our agents to electronically process your funds transfers on our behalf as you have instructed, subject to the terms and conditions stated herein. You understand and agree that the Service Provider is not acting as a fiduciary, trustee or money transmitter, or providing escrow service, with respect to your funds, but only acting as the Financial Institution's processor.
5. You agree to use the service for legal purposes only and not in violation of any U.S. or foreign laws, 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 promulgated by the U.S. Treasury Department, such as sanction laws administered by the Office of Foreign Asset Control. You agree that if we suspect or believe a transaction is unlawful or even suspicious, we may block the transaction and take any other action we deem to be reasonable. This includes acting to prevent violations of the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA") and these Terms of Service. If you are a non-consumer, you certify that you are not now engaged, and will not use the service, in any activity or business that is unlawful under the UIGEA. You agree not to use the service in any manner that could damage, disable, overburden, or impair the service or interfere with any other parties use and enjoyment of the service.
6. If you will be using an account at another financial institution to initiate ACH Transfers using this Funds Transfer Service, you authorize us and our Service Provider to make small deposits and/or withdrawals to the target account to confirm your control of that account (and to reverse these after the test is completed). The withdrawal amount(s) will never be greater than the deposit amount(s). You agree to verify online the amounts of such deposits and/or withdrawals. We will not transfer the funds in this case until verification is made, and neither we nor our Service

Provider shall have any liability to you for failure to initiate the funds transfer you have requested due to your failure to complete the authorization process. Notwithstanding the foregoing, some accounts you have at another financial institution may be used without this verification process.

7. We and our Service Provider will process your funds transfer request based on the information you provide. Any errors in the information (including incorrect or inconsistent account names, account numbers or ABA routing numbers) that you provide to us are your responsibility. We and our Service Provider are not required to investigate discrepancies between account numbers and names on the account, and you agree that we and our Service Provider are not responsible for investigating such discrepancies and may execute an ACH Transfer using account number information only, even if the name and the account number do not match. You agree to use a browser or mobile application that at a minimum provides a level of security equivalent to 128-bit RC4 encryption when accessing or using the service to initiate or approve ACH Transfers.
8. If an account of yours has a joint account holder, you represent and warrant that each joint account holder has consented to the ACH Transfer(s), whether sending funds or receiving funds.
9. You may not be able to cancel or revoke an ACH Transfer once you have submitted or approved it since processing begins immediately or soon after your approval is received by us. For your rights in placing a stop payment on your account, refer to the specific account disclosures provided to you by your financial institution. You may stop payment of a recurring ACH transfer orally or in writing at least three business days before the scheduled date of the transfer. If processing has not begun, you may be allowed to cancel or delete ACH transfers from the "History" tab: ACH Transfers with a status of pending may be cancelled; recurring ACH Transfers may be deleted prior to submission of the next transfer.
10. All accounts must be located in the U.S. No International transactions are supported.
11. The typical time to transfer funds with us using the ACH network is three to five business days (that is, days we are open but excluding bank holidays and weekends). If we permit you to initiate an expedited transfer, this time may be reduced to one to two business days. However specific transaction times may vary, and neither we nor our Service Provider guarantee any specific turnaround time to complete your funds transfer. You should check your accounts to see your ACH Transfers. If you are sending funds, you should check with the intended recipient of the funds to confirm the status of the funds.
12. You agree that credits to your account are provisional and subject to return or reversal if we or our Service Provider receives returns or reversals from the ACH or if we must otherwise reverse an ACH Transfer (including for failure to receive final payment). After we have received final payment on ACH credits, these deposits are referred to as collected items. We also reserve the right to refuse to process or to return all or any funds transferred.
13. We or our Service Provider, in our sole and absolute discretion, have the right to reject, reverse, or cancel any ACH Transfer you initiate, and/or restrict or condition your ability to use the service, at any time for any reason or no reason, including but not limited to (a) insufficient funds in an account being debited; (b) suspicious

activity; (c) order of any law enforcement agency or other legal process; (d) inability to verify information you or others provide or are asked to provide; (e) providing us with false or inaccurate information; (f) hacking, tampering or impacting the service functionality, availability or security; (g) using the service for unlawful purposes (as determined by us in good faith, but without the need for inquiry); or (h) failing to cooperate with any information request.

14. In consideration of the agreement by us and our Service Provider to act upon your request to make transfers of funds in the manner provided for in these Terms of Service:

1. If any fees, fines or other sanctions, or damages or loss, are incurred or suffered by us or our Service Provider in connection with your use of the service, you agree to indemnify, defend, and hold harmless us and the Service Provider.
2. The service, information, data, features and all content on this website are offered and made available on an "as is," "as available," basis. In no event shall we or our Service Provider be liable to you (and, if you are a non-consumer, your company, employees, agents, third parties, associates, or partners), or to anyone else for any consequential, incidental, special, punitive, or indirect damages of any kind whatsoever, including without limitation those resulting from loss or impairment of use, data, or profits, that you or anyone else may incur relating to your use or access to this site, or the use or access hereto by anyone else, even if we have been advised of the possibility of any such damages.
3. You expressly waive any and all claims you may have or assert against us or our Service Provider relating directly or indirectly to accessing or using or reliance upon any such information or data by you or anyone else.
4. The term "damages" as used herein includes, without limitation, any and all liability, loss, damage, injury, claim, founded or unfounded, expense, fee of any kind, including, attorneys' or accountants' fees.
5. Note - if you are a consumer, the foregoing is limited to the extent that it may conflict with any non-waivable rights you may have under applicable law.

15. WE AND OUR SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER REGARDING THIS SERVICE, WEBSITE OR ANY CONTENT ACCESSIBLE HEREIN OR AVAILABLE FROM OTHER SITES ACCESSIBLE HEREBY, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR USE, WARRANTY OF NON-INFRINGEMENT, WARRANTY OF TITLE, OR WARRANTY OF ANY OTHER KIND.

16. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. In such states liability is limited to the extent permitted by law. Accordingly, some of the above limitations may not apply to you.

17. In the case where a provision in another agreement we have with you conflicts with a provision in these Terms of Service, these Terms of Service will apply.

18. These Terms of Service will be interpreted according to their fair meaning and shall not be interpreted strictly against or for either party. These Terms of Service

constitute the entire agreement with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether, electronic, oral or written, between you and us.

40. Remote Deposit Capture User Agreement (“Agreement”):

This Agreement contains the terms and conditions for the use of Alcoa Tenn Federal Credit Union’s (“ATFCU”, “us,” or “we”) Mobile Check Deposit and/or other remote deposit capture services that we or our affiliates may provide to you (“you,” or “User”). Other agreements you have entered into with ATFCU, including the Membership & Account Agreement, Electronic Funds Transfer Agreement and other Disclosures governing your ATFCU account, are incorporated by reference and made a part of this Agreement.

1. **Services.** The mobile check deposit services (“Services”) are designed to allow you to make deposits to your checking, savings, or money market savings accounts from your smartphone by taking a picture of the check(s) and delivering the images and associated deposit information to ATFCU or ATFCU’s designated processor. There is currently no charge for the Services.
2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, ATFCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
4. **Eligible items.** You agree to deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to ATFCU shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Tennessee. You agree that you will not use the Services to deposit any checks or other items as shown below:
 - a) Checks or items payable to any person or entity other than you.
 - b) Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
 - c) Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - d) Checks or items previously converted to a substitute check, as defined in Reg CC.

- e) Checks or items drawn on a financial institution located outside the United States.
 - f) Checks or items that are remotely created checks, as defined in Reg CC.
 - g) Checks or items not payable in United States currency.
 - h) Checks or items dated more than 6 months prior to the date of deposit.
 - i) Checks or items prohibited by ATFCU's current procedures relating to the Services or which are otherwise not acceptable under the terms of your ATFCU account.
5. **Image Quality.** The image of an item transmitted to ATFCU using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as follows or as otherwise instructed by ATFCU:
- Payee Signature**
 - Date**
 - For Deposit Only via Mobile Deposit**
 - Account #**
- You agree to follow any and all other procedures and instructions for use of the Services as ATFCU may establish from time to time.
7. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from ATFCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
8. **Availability of Funds.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be placed on hold. Extended holds may be placed on a case by case basis, and funds may not be available until ATFCU receives payment for the funds submitted. ATFCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as ATFCU, in its sole discretion, deems relevant.
9. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from ATFCU that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to ATFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for ATFCU's audit purposes.
10. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.

- 11. Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by ATFCU from time to time. ATFCU is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
- 12. Errors.** You agree to notify ATFCU of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable ATFCU account statement is sent. Unless you notify ATFCU within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against ATFCU for such alleged error.
- 13. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in ATFCU's sole discretion subject to the Membership & Account Agreement and Disclosures governing your account.
- 14. Ownership & License.** You agree that ATFCU retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti- competitive manner, (ii) for any purpose which would be contrary to ATFCU's business interest, or (iii) to ATFCU's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.
- 15. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES 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 THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR- FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
- 16. 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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM(WHETHER CONTRACT,

TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ATFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

17. User warranties and indemnification. You warrant to ATFCU that:

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

You agree to indemnify and hold harmless ATFCU from any loss for breach of this warranty provision.

18. Other terms. You may not assign this Agreement. This Agreement is entered into in Alcoa, Tennessee, and shall be governed by the laws of the State of Tennessee and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

41. Picture Pay Service Terms and Conditions.

TERMS AND CONDITIONS OF THE PICTURE PAY SERVICE

SERVICE DEFINITIONS

"Service" means the Picture Pay Service offered by Alcoa Tenn Federal Credit Union (ATFCU), through Allied Payment Network.

"Agreement" means these Terms and Conditions of the Picture Pay Service.

"Payee" is the person or entity to which you wish a Picture Pay 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 Picture Pay to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which Picture Pays 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.

Payment Delivery Type/ Expected Delivery
Standard Electronic

3 Business Day – We collect on day one and send the payment on day two for posting to creditor on day three (depending on the biller it's more like 2-3 days for posting).

Expedited Electronic

2 Business Day - We collect and send the payment on day one for posting on day two (depending on the biller it's more like 1-2 days for posting).

Same Day Electronic

Same Day - This settlement is the same as the expedited but through billers that promise to post the payment on the same day.

Standard Paper

4 Business Day - Paper payments are sent on day one the delivery date is dependent on how far away the payee is. Never more than 4 business days.

Over Night Paper

1 Day - We send the payment the same day and the check reaches its destination the following day.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees 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 Payees 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 Payee 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 Payee, 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 Payee; 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 Payee 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 Payee 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 Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft 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 Customer 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.

PROHIBITED PAYMENTS

Payments to Payees outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are 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.

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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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 800-404-6008 during business hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

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:

1. Telephone us at 800-404-6008 during business hours;

2. Write us at: ATFCU, PO Box 9001, Alcoa, TN 37701

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:

1. Tell us your name and Service account number;
2. 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,
3. 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.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

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: You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;

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;

You will reimburse the Service for any fees imposed by your financial institution as a result of the return;

You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,

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.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made within the Digital Banking application. Or, contact Member Service to request contact information change paperwork. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

PAYEE LIMITATION

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee

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 Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, 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. 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 Payee or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

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 Tennessee, without regard to its conflicts of laws provisions.

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.