

Online Services Agreement

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I. General

This Online Services Agreement (“Agreement”) for accessing your accounts and loans via Redstone Federal Credit Union’s online banking website (“Online Banking”) explains the terms and conditions governing the online banking services offered through Online Banking via our website and mobile app, including without limitation bill pay services, external transfers and internal transfers, mobile banking, remote deposit capture, text banking, alert services, and electronic statements and notices (collectively, “Service(s)”), some of which may require separate enrollment and have additional terms of use. This Agreement governs your use of the Services in connection with your accounts with us established primarily for non-commercial purposes, including your personal accounts with us, accounts established in a fiduciary capacity, estate accounts, and natural person trust accounts.

Redstone Federal Credit Union may, from time to time, introduce new Services and we will update our website and mobile app to include them. As used in this Agreement, the words “you” and “your” refer to any user of the Service(s). The terms “Redstone,” “we,” “us,” “our,” and “Credit Union” refer to Redstone Federal Credit Union.

This Agreement is given by the Credit Union in compliance with the Electronic Fund Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR Part 1005) to inform you of certain terms and conditions for use of the Services described in this Agreement.

II. Acceptance of Agreement

When you use, access, or permit any other person(s) to use or access any of the Services, you agree to abide by the terms and conditions of this Agreement in its entirety, as may be amended from time to time. By using the Service, you acknowledge that you have read and agree to abide by the terms and conditions of this Agreement. A copy of the most current Agreement will be available in Online Banking. You are expected to review the Agreement regularly. If, at any time, you do not agree with the terms and conditions of the Agreement, please discontinue your use of the Services.

III. Other Agreements

In addition to this Agreement, in connection with your use of the Services, you may be subject to, and/or required to agree to, membership agreements, account agreements, guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post in Online Banking or otherwise provide or make available to you from time to time. Furthermore, if you use certain features, products, or services available on or through the Services, you will be subject to and/or required to agree to separate end user agreements governing or relating to such features, products, or services. All such membership agreements, account agreements, guidelines, rules, schedules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions, including all amendments or other updates thereto (collectively, “Additional Agreements”), are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, the Membership Agreement, including the Arbitration and Waiver of Class Action provision incorporated therein; rules or other terms governing any share draft checking account, share savings account, or other share accounts, loan, line of credit and credit card accounts, and any other accounts that you may view, modify or otherwise access while using the Services; fee schedules and rate sheets; our agreement and disclosures pertaining to electronic fund transfers; our electronic bill payment service agreement; and any account, loan, or service application. When you access accounts online, or initiate transactions and/or requests using Online Banking, this does not change the agreements you already have with us on those accounts.

If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement, the terms and conditions of the specific Service shall govern as to that particular Service unless expressly stated herein. Notwithstanding anything to the contrary, the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by us in an Additional Agreement.

For example, when you use Online Banking to access your share draft checking account, you do so under the terms and conditions in the Membership Agreement for the account. You should review those agreements and fee schedule for any applicable fees, for limitations on the number of transfers you can make, and for other obligations and restrictions, which might impact your use of an account with Online Banking.

IV. Service and Security Features

Subject to the terms and conditions of this Agreement, Online Banking allows you to do the following, as may be amended from time to time:

- Transfer funds between your Redstone accounts on either a one-time or recurring basis, including making payments to your loans with us;
- Transfer funds from your linked Redstone accounts to most Redstone accounts of other members;
- Make bill payments through our Electronic Bill Payment Service;
- Open or upgrade an account (including share draft checking, share savings, or other share accounts);
- Request to opt-in to receive overdraft protection or opt-out of overdraft protection for certain debit card transactions on your share draft checking account;
- Apply for consumer loans;
- Obtain account balance and certain other account information for your Redstone accounts (including share draft checking, share savings or other deposit accounts and loan accounts);
- Review transaction information on your accounts;
- View available online statements;
- View online share draft check images;
- Download transaction history to Quicken, Microsoft Money, or a similar spreadsheet application;
- Perform self-service account maintenance such as re-ordering checks, stopping payment on checks, updating your address, email address and phone number, and changing your online banking username and password;

- Chat with us regarding your account; and
- Additional services can be found at: <https://www.redfcu.org/personal/banking/online-banking/> and <https://www.redfcu.org/personal/banking/mobile-banking/>

In our sole discretion, we may, from time to time, introduce new features to Online Banking or modify or delete existing features. We shall notify you of such modifications if required by applicable law. By using any new or modified features, you agree to be bound by the terms and conditions associated with such features, if any.

V. Hours of Availability, Business Days

You can generally access the Services through Online Banking seven (7) days a week, twenty-four (24) hours a day, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and Internet software. However, the Credit Union makes no guarantee that the Services will be uninterrupted or error-free. At certain times, some or all of the Services may not be available due to system maintenance or unscheduled emergencies. During these times, you may visit a Redstone branch, Redstone automated teller machine (“ATM”)/interactive teller machine (“ITM”) or other CO-OP ATM to conduct your transactions. Our business days are Monday through Friday except for federal banking holidays. Please inquire with specific branches or visit our website for our business hours. Hours and branch locations are subject to change without prior notice.

VI. System Requirements

You are solely responsible for obtaining, installing, maintaining and operating all software, hardware and/or other equipment (collectively, “Equipment”) necessary to access and/or use the Services, as further described below:

- Internet capable device (i.e. computer, mobile telephone, tablet) (“Access Device”);
- An up-to-date internet browser (such as the latest version of Google Chrome, Mozilla Firefox, Safari, or Microsoft Edge) or the latest version of Redstone’s mobile app;
- Device operating systems must be the latest versions of Windows, Mac OS X, Android or iOS;
- 200 MB Free Disk Space;
- ISP allows email attachments up to 500 KB; and
- Certain Services require a PDF reader such as Adobe Acrobat Reader.

There may be additional hardware or software requirements needed to access or use certain Services. Please refer to the terms of use for the specific Service(s) to determine if additional hardware or software requirements are needed.

Further, you are responsible for obtaining and maintaining Internet services from the Internet or mobile data service provider of your choice, which includes responsibility for any fees and costs imposed by such Internet service provider or related service providers. These responsibilities include, without limitation, your utilization of up-to-date web-browsers, Access Devices and encryption, antivirus, anti-spyware, and Internet security software. You acknowledge that there are certain risks associated with using open networks such as the Internet including security, corruption, transmission error, and access availability risks and you hereby expressly assume all such risks. You acknowledge that you are responsible for the data security of the Equipment and Access Devices used to access the Services, and for the transmission and receipt of information using such Equipment and Access Devices. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Equipment and/or Access Device nor are we responsible for notifying you of any upgrades, fixes or enhancements or for providing technical or other support for your Equipment and/or Access Device.

You understand that your use of Access Device and/or Equipment is susceptible to viruses and other security threats. You are solely responsible for making sure your Access Devices and Equipment are protected from and free of viruses, worms, Trojan horses, or other harmful destructive elements which could result in damage to your Access Device, Equipment, programs, files, computers, phones, tablets, or could result in interception of information by a third party. WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM ANY DAMAGE CAUSED BY OR RELATED TO YOUR EQUIPMENT, ACCESS DEVICES, HARDWARE OR SOFTWARE COMPONENTS, INTERNET SERVICES OR THE INTERCEPTION BY A THIRD PARTY OF ANY PERSONAL INFORMATION AND/OR SENSITIVE INFORMATION ACCESSED VIA ONLINE BANKING.

VII. Account Access Information

You understand and agree that in order to use the Services, you must be a member and have an active account in good standing. Prior to accessing your accounts for the first time, you must enroll in the Online Banking Services by completing the registration form online and defining your username and password. To protect your accounts from unauthorized access, when you login to Online Banking for the first time, you will be asked to select the contact method (text, call, email) that we may use to authenticate your identity and provide a one-time secure access code. You agree to be responsible for maintaining and updating your registered phone number, email address and preferred contact method, as needed. Finally, you will be prompted to register the Access Device that you will be using to access the Services. Each time you login to Online Banking from an Access Device not previously registered, you will be required to enter a one-time access code before you can access your accounts. This collective process is referred to as the Enhanced Login Security Process. The Online Banking registration process and/or security features may change from time to time upon notice to you at the time of login to Online Banking or by amendment to this Agreement. After you have completed the registration process, entered your username and password, and completed the Enhanced Login Security Process, you may access Online Banking.

VIII. Passwords

In our sole discretion, we may change the parameters for passwords used to access the Online Banking Services without prior notice to you. If we do so, you will be required to change your password the next time you access Online Banking. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Services, you agree to protect and keep confidential your card number, account number, personal identification number (“PIN”), access code, username and password and any other means of accessing your accounts via the Online Banking Services. The loss, theft, or unauthorized use of your card number, account number, PIN, access code, username and password, or other means to access your account (“Account Information”) could cause you to lose some or all of the money in your accounts, including draws on your credit card, personal line of credit, or overdraft privilege amounts. Additionally, it could permit unauthorized persons to gain access to your sensitive personal and account information and to use such information for fraudulent purposes.

If, at any time, you believe that your Account Information has been lost or stolen or the Online Banking Services have been used or accessed without your authorization, you agree to notify us immediately by calling us at (256) 837-6110 or (800) 234-1234 during member service hours, email us at info@redfcu.org, or write us at **Redstone Federal Credit Union**, Attn. Member Support Services, 220 Wynn Dr NW, Huntsville, AL 35893.

Your username and password are established for security purposes. You understand that you cannot use the Services without a username and password. **YOU AGREE THAT USE OF THE USERNAME AND PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. Your password acts as your signature.** All transactions affected by use of the Services contemplated hereunder that would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of your username and password(s) or as otherwise authorized under this Agreement.

You understand that if you disclose your Account Information to any person(s), you have given them access to your account(s) via the Services including the ability to review all of your personal and financial information and to engage in account transactions. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Transactions that you or that person initiates with fraudulent intent are also authorized transactions. In such instances, you assume all risks and losses associated with such disclosure and you agree to be responsible for any transaction and activities performed from your accounts and for use of any of your personal and account information by such person(s). We are entitled to act on all transaction instructions received using your username and password, which will have the same effect as your signature for the purpose of authorizing transactions. If you authorize anyone to use your Account Information in any manner, that authority will be considered valid until you specifically revoke such authority by notifying us in writing, and immediately changing your username and password. You will be responsible for any transactions made by such authorized persons, even if you did not intend or want such transactions performed, up to the time you notify us of the revocation and the username and password have been changed.

If you fail to maintain the security of your Account Information and the Credit Union suffers a loss as a result, we may terminate your access to the Online Banking Services immediately, as determined in our sole discretion.

If you voluntarily subscribe to a third-party account aggregation service where your selected Redstone share and/or loan account(s) as well as your accounts at other financial/investment institutions may be accessed on a website, you may be required to give your Redstone username and password to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your Redstone account(s). In such instances, you assume all risks and losses associated with such access.

IX. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statements upon receipt. If you find that your records and ours disagree, you must immediately contact us. The username and password that is used to gain access to the Online Banking Services should be kept confidential. For your protection, sign off after every session and close your browser to ensure confidentiality. For security and privacy purposes, we require that you change your password annually. To maintain the security and privacy of your account, we also recommend that you periodically change your password. Further, we recommend that you memorize your password and do not write it down. You are responsible for keeping your username, password, account numbers and other Account Information confidential. Neither Redstone nor any company affiliated with Redstone will contact you via email or phone requesting your Online Banking username or password. If you believe that your password or any other Account Information may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify us immediately.

X. Joint Account Owners

The terms of this Agreement extend to all joint account owners. To use the Services, joint account owners must be members and have their own unique username and password. Each account designated for Online Banking can be accessed via Online Banking by any one of the joint owners, and you agree that we may act on the verbal, written or electronic instructions of any joint account owner or authorized signer. If you use the Services to access an account you jointly own with another member, access, and transactions by any one such member through the Services will be considered authorized by all account owners. If you are an adult joint owner on an account with a minor who is also a joint owner on the account, you understand that you are responsible for all transactions initiated by the minor through the Services. Any account owner may terminate his/her own use of the Online Banking Services.

XI. Services Fees

At this time, you may generally access the Online Banking Services provided to you at no additional cost. However, you may incur additional fees if you obtain some of the products or services available through the Services. For example, if you request to skip a payment from your loan, such request is subject to a fee. Please refer to the current version of the Fee Schedule for further information about such fees. You can find the Fee Schedule on our website at: https://www.redfcu.org/content/dam/rfcu/pdfs/ratesprintable/RFCU_AccountRateSheet.pdf

We reserve the right to add or modify any such fees provided that we notify you of such changes if required by applicable law. Any fees charged will be deducted from your applicable account.

At all times, you remain 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.

XII. Payments & Transfers

a. Electronic Bill Payment Services

We offer our Electronic Bill Payment Service to make one-time or repeating payments to entities, companies, or merchants in order to pay your bills (“Bill Pay Service”). Should you elect to use the Bill Pay Service, you agree to abide by the terms and conditions of the Bill Pay Service as stated herein, in addition to the terms and conditions contained in this Agreement and any other end user agreements governing or relating to such services. The Bill Pay Service allows you to do the following, as may be amended from time to time:

- Register for the Bill Pay Service;
- Select merchants from the public merchant database;
- Add new merchants not currently on the database;
- Delete a payee;
- Set up and schedule a bill payment;
- Change a bill payment; and
- View bill payment history.

i. Definitions

- “Payee” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- “Payment Instruction” is the information provided by you to the Bill Pay Service for a bill payment 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 share draft checking account from which bill payments will be debited.
- “Billing Account” is the share draft checking account from which all Bill Pay Service fees will be automatically debited.
- “Business Day” is every Monday through Friday, excluding Federal Reserve holidays.
- “Scheduled Payment Date” is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- “Due Date” is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.
- “Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.

ii. Payment Scheduling

Bill pay transactions must be scheduled at least six (6) Business Days prior to the Scheduled Payment Date to allow for sufficient time for such transactions to process. You must also ensure your selected Scheduled Payment Date within the Bill Pay Service is no later than the Due Date stated in your Payee statement, but if the stated Due Date is a non-Business Day, then you must select a Scheduled Due Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

iii. Bill Pay Service Guarantee

The Bill Pay Service will be responsible for any late payment related charges up to \$50.00 that you incur related to a bill payment transaction in the event such payment posts after its Due Date, provided that you must have scheduled such payment in accordance with the requirements of the Payment Scheduling provision above (hereinafter referred to as “Bill Pay Service Guarantee”). However, the Bill Pay Service is not responsible for circumstances outside the control of the Bill Pay Service, including but not limited to errors or delays by Payees, other financial institutions, United States Postal Service (“USPS”), or their service providers in processing or posting payments.

iv. Authorization for Payments

When you submit Payment Instruction to us through the Bill Pay Service, you authorize us to make such bill payment by debiting your Payment Account in the amount you specified and in accordance with your Payment Instruction. You also authorize the Bill Pay Service to edit or alter payment data or data formats as directed by the Payee to more efficiently and effectively process bill payments. The

Bill Pay Service may also credit your Payment Account if payments are returned by the Payee or the USPS, or to the extent a payment is made to you through the Bill Pay Service. The Bill Pay Service may in its sole discretion determine the appropriate method of remitting payments to Payees, and such methods may include a laser draft payment, electronic to check payment, or electronic ACH payment.

v. Payment Cancellation; Stop Payment Requests

You have the ability to cancel or edit any Scheduled Payment, including recurring payments, by following the directions within the Bill Pay Service; however, the Bill Pay Service and/or Redstone will be unable to cancel or edit a Scheduled Payment that has already begun processing.

If you are unable to cancel or edit a Scheduled Payment that has begun processing, you should submit a stop payment request if you wish to attempt to prevent a payment being made; note that, while the Bill Pay Service and/or Redstone will attempt to accommodate your stop payment request, the Bill Pay Service and/or Redstone will have no liability if it is unable to do so. The ability to accommodate your stop payment request will depend on the payment method it used to process the payment, for example, if a check was used to make the bill payment and the Bill Pay Service is able to place a stop payment on such check before it clears.

If you wish to stop a payment that has already been processed, you must immediately contact us by calling 1-800-234-1234. You may also be required to submit your stop payment request in writing within fourteen (14) days of the Scheduled Payment, and you will be charged a fee as stated in the Fee Schedule for each stop payment request that has already begun processing.

vi. Prohibited Payments; Exception Payments

You cannot use the Bill Pay Service to make payments to Payees outside the United States or its territories. These types of payments are prohibited.

We also recommend that you not make “exception payments” such as tax payments or court ordered payments through the Bill Pay Service, as you assume the risk of any such type of payments. The Bill Pay Service and/or Redstone will have no liability for any claims or damages resulting from exception payments you initiate through the Bill Pay Service, and the Bill Pay Service Guarantee as it applies to any late payment charges is void when these types of payments are scheduled and/or processed by the Bill Pay Service. Further, the Bill Pay Service and/or Redstone are not obligated to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted, or misdirected exception payments will be your sole responsibility and not the responsibility of the Bill Pay Service or Redstone.

vii. Bill Delivery

You have the ability to receive electronic bills from your Payees through the Bill Pay Service. This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. This Agreement does not alter your liability or obligations that currently exist between you and your Payees. In addition, if you elect to activate one of the Bill Pay Service’s electronic bill options, you also agree to the following:

Information Provided to the Payee.

The Bill Pay Service and Redstone are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Payee. You will need to make any such changes by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else’s information to gain unauthorized access to another person’s bill.

Activation.

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

Notification.

The Bill Pay Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event

you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of Electronic Bill Notification.

The electronic Payee reserves the right to cancel the presentation of electronic bills at any time. You may cancel electronic bill presentation at any time. The timeframe for cancellation of your electronic bill presentation may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Bill Pay Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Bill Pay Service nor Redstone will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of Electronic Bills.

You agree to hold the Bill Pay Service and Redstone harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and Dispute of Electronic Bill.

The Bill Pay Service is not responsible for the accuracy of your electronic bill(s). The Bill Pay Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

viii. Failed or Returned Transactions

In using the Bill Pay Service, you are requesting the Bill Pay Service to make payments for you from your Payment Account. If we or the Bill Pay Service 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, the Bill Pay Service may make a Scheduled Payment to a Payee but not complete the transaction from your Payment Account due to reasons associated with your Payment Account. You may receive a return notice from the Bill Pay Service. In such case you agree that:

- You will reimburse the Bill Pay Service immediately upon demand the transaction amount that has been returned to the Bill Pay Service;
- For any amount not reimbursed to the Bill Pay 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 Bill Pay Service if any fees were imposed by us as a result of the return;
- You will reimburse the Bill Pay Service for any fees it incurs in attempting to collect the amount of the return from you; and
- The Bill Pay Service is authorized to report the facts concerning the return to any consumer reporting agency.

ix. Returned Payments

In using the Bill Pay Service, you understand that Payees and/or the USPS may return payments to the Bill Pay 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 Bill Pay 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; however, the Bill Pay Service is not responsible for delays in payments being received by Payees as a result of such issues, and you agree to resolve any such delays directly with your Payee. You may receive notification from the Bill Pay Service of such returned payment.

x. Information Authorization

Your enrollment in the Bill Pay Service may not be fulfilled if the Bill Pay Service cannot verify your identity or other necessary information. Through your enrollment in the Bill Pay Service, you agree that the Bill Pay 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 Bill Pay 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).

xi. Bill Pay Service's Liability

The Bill Pay Service will use its best efforts to make all your payments properly. However, the Bill Pay 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:

- a. 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;
- b. 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;
- c. 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,
- d. 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.

b. General Terms Applicable to Electronic Transfers

i. Authorization

You authorize us to charge your designated account for all transfers of funds that you initiate through Online Banking, Mobile Banking, and our Bill Pay Service and you agree to have sufficient available funds in your account on the date such transfer is to be performed. You authorize us to select any means to execute your funds transfer request including Automated Clearing House ("ACH"). You understand and agree that you will be bound by the rules and regulations that govern the applicable funds transfer systems, including ACH rules as published by the National Automated Clearinghouse Association, in addition to the terms and conditions contained in this Agreement.

You acknowledge that Redstone may from time to time, in its sole discretion, reject any transfer of funds or return any transfer of funds for the following reasons: (a) if there is an insufficient available balance in the account or the account has been closed or frozen, or (b) if the funds transfer does not conform to the terms of this Agreement. If a funds transfer is returned, we will notify you and you will have the sole obligation to remake the funds transfer in accordance with the terms of this Agreement. The Credit Union may from time to time, in its sole discretion and without any obligation to do so, make any funds transfer even though an overdraft to the account may result. To the extent permitted by applicable law, you agree that Redstone will have no liability whatsoever for rejecting or returning any funds transfer. If an overdraft occurs in an account, you agree to cause a sufficient available balance to pay the amount of the overdraft to be deposited into or credited to the account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.

ii. Type of Transfers

You may set up transfers to occur in two ways: one time only or on a recurring basis. The date the debit is scheduled to take place is referred to as the "Send Date". You may specify a Send Date up to twelve (12) months in advance. One-time transfers may be immediate or scheduled for a future Send Date. Recurring transfers may be used to set a fixed dollar amount to be transferred at regular intervals (i.e. on the 31st of every month, every two weeks, etc.) for a set length of time, for a set number of transfers or until you chose to cancel. Recurring transfers with no ending date shall continue until you instruct us to stop.

At all times, we reserve the right to limit the frequency and dollar amount of transactions from your accounts for security or risk management reasons.

c. Internal Transfers

Internal transfers are those transfers that are made between linked and eligible accounts held at Redstone ("Internal Transfers"). Internal Transfers may be used for a one-time transfer of funds between accounts on which you are primary and/or joint (i.e., checking and savings) and between your account and another eligible account(s) at the Credit Union. Internal Transfers may also be used for recurring transfers between accounts on which you are primary and joint or between accounts on which you are primary and joint and another account at the Credit Union. To access Internal Transfers, use the navigation icons in online banking. We may from time to time for security and risk management reasons, or other reasons in

our sole discretion, place funds on hold and/or modify the limit, the frequency, and the dollar amount of transfers you can make using Internal Transfers. Internal Transfers will be processed on all business and non-business days.

If you designate an Internal Transfer as an immediate one-time transfer, your transfer will be processed immediately during your online banking session, provided that you have sufficient available funds in the designated account. Delays may occur in processing funds to protect you against actual or potential fraud, and the Credit Union will not be liable for any such delays. If you do not have sufficient available funds for an immediate one-time transfer, your transfer will be rejected during your online banking session, and nothing further will happen. If you have selected a Send Date in the future or established a recurring transfer, your transfer will be processed on the selected Send Date(s). If you do not have sufficient available funds at the time of the established transfer Send Date(s), your transfer will be rejected and nothing further will happen.

If you designate an Internal Transfer through a pre-authorized transfer, your transfer will be processed by midnight on the selected Send Date(s). If you do not have sufficient available funds at the time of the transfer Send Date(s), your transfer will be rejected. Our system will automatically attempt to re-process the transfer the next four (4) consecutive days.

Internal Transfers may be limited from credit accounts.

d. External Transfers

i. General

External transfers are those transfers between Redstone accounts and other personal accounts at other financial institutions (“External Transfers”). External Transfers may be used for:

- Transfers from your Redstone account to an account at another financial institution.
- Transfers from an account at another financial institution to your Redstone account.
- Payments from another institution to your Redstone loans (with the exception of credit cards).

Should you elect to use External Transfers, you agree to abide by the terms and conditions as stated herein, in addition to the terms and conditions contained in this Agreement and any other end user agreements governing or relating to such services.

ii. Eligibility

To be eligible for External Transfers, you must be at least eighteen (18) years old, have a share draft checking account open at Redstone for the time prescribed by us in our sole discretion, be a member in good standing, and be an owner of the account at the other institution. Businesses are not eligible to use External Transfers.

iii. Account Validation for External Accounts

You authorize us to validate any external account in a manner selected by us, including through the use of micro-deposits. If we choose to utilize micro-deposits to verify the external account, two low value deposits will be transferred into (and debited out of) your designated external account. Once the micro-deposits are complete, we may ask you to access your external account at the other financial institution to tell us the amount of the two micro-deposits or any additional information reported by your financial institution with these micro-deposits. We may also verify external accounts by requiring you to submit proof of ownership of such external account. If you are unable to provide validation of an external account, you will not be permitted to conduct External Transfers using such external account.

iv. Accounts

By using External Transfers, you represent and warrant that the external account is a United States account and that you have the right to authorize and permit us to access your external accounts to effect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information, you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit us to use information submitted by you to accomplish these purposes.

For as long as you are using External Transfers, you give us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place

and stead, in any and all capacities, to access the external accounts, effect funds transfers as described above, and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to external accounts, as fully as you might or could in person. Once we have actual knowledge that you wish to cease using External Transfers as provided in this Agreement and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us in good faith before we have actual knowledge of termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

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

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

Not all types of accounts are eligible for funds transfer. We reserve the right to decline the use of any external account that we believe may present a risk to us. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the financial institution or other provider of your external account or those imposed by applicable law.

v. Transfer Processing and Limitations

The terms and conditions regarding processing External Transfers, including, but not limited to, timing for processing External Transfers, timing for processing scheduled and recurring External Transfers, and timing for ensuring sufficient available funds in the designated account to properly process External Transfers are set forth in the end user agreement governing or relating to such services.

Frequency.

We do not generally limit the number of funds transfers you may make; however, we may from time to time modify the frequency of External Transfers for security and risk management reasons. In addition, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable accounts as may be specified in the Membership Agreement or other agreements.

Dollar Limits.

External Transfers are limited by dollar amount. The limitation includes a per payment limit, daily limit and an aggregated total limit for a thirty (30) calendar day period. The amount of your limit is established at our sole discretion and will be disclosed to you at the time of your transfer. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using External Transfers.

Declining Transfers.

We reserve the right to decline to effect any funds transfer, to submit funds transfer instructions or orders, or to carry out change or cancellation requests. We do not guarantee all transfer requests will be processed without interruption.

Right to Cancel External Transfers.

You may not cancel or stop an External Transfer that is already in progress. For one-time transfers designated with a future Send Date and recurring transfers, you may cancel any transfers as long as we receive the cancellation or stop request within a reasonable time period before the Send Date or next schedule recurring transfer. For recurring transfers, you can choose to cancel the entire recurring payment schedule or only the next scheduled transfer. If you choose to cancel the entire recurring payment schedule, all future transfers will be cancelled and you must reschedule any recurring payments you want to occur in the future.

vi. Loan Payments

You may use External Transfers to make payments to your loans at Redstone. Redstone may limit the payment amount in its sole discretion. A fee may be charged by Redstone for such Service. You will be notified of any fees at the

time you request to make a payment. You are responsible for canceling recurring transfers after a loan is paid in full. Recurring transfers are not recommended to make payments to loans with fluctuating payment amounts such as home equity lines of credit or personal lines of credit.

If a loan payment is returned to the external account, we will reverse any credit that was made to your loan at Redstone. It is your responsibility to re-initiate the transfer or make the loan payment by other means.

Redstone will not be responsible for any costs, fees, losses or damages of any kind as a result of your failure to cancel recurring transfers after a loan is paid in full or loan payment is returned to the external account.

e. Credit Card Payments

You may make payments on your Redstone credit cards by transferring funds from your Redstone account or your account at another financial institution to your credit card account at Redstone. Withdrawals or reverse transfers cannot be made on credit card accounts. Payments made to a credit card account can only be reversed by the Credit Union. If an incorrect payment is made, call us at (256) 837-6110 or 800-234-1234. Most payments will take two (2) business days to post to your credit card account; therefore, your available credit will not be immediately updated. The next payment due date will not advance until the next statement date even though the payment has been made for the current month. Cash advances online are not available.

f. In Case of Errors or Questions about Your Electronic Transfers

In case of questions or errors about transfers initiated through Online Banking, including Internal Transfers, External Transfers, Mobile Banking, or Bill Payments, you should either telephone us at (256)837-6110 or (800)234-1234 during member service hours, email us at info@redfcu.org, or write us at Redstone Federal Credit Union, Attn. Member Support Services, 220 Wynn Dr NW, Huntsville, AL 35893.

Please contact us as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record. In the event of errors or problems, we must hear from you no later than sixty (60) days after we sent the FIRST paper or eStatement on which the problem or error appeared.

When you tell us about the problem, please:

- Tell us your name and account number (if any).
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or what additional information you need.
- Tell us the dollar amount of any suspected error.
- For Bill Pay Service issues, tell us the Payee name, date the payment was sent, payment amount, reference number, and Payee account number for the payment in question.
- For an Internal or External Transfer, tell us the sending and receiving account numbers, date the transfer was initiated, and the transfer amount.

If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days after your verbal notification.

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 need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally 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(s) or questions(s) in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account.

For errors involving new accounts, point-of-sale (POS), or transactions initiated outside of the United States, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. Your account is considered a "new account" for the first thirty (30) days after the first deposit is made, unless you already have an established account with us before this account is opened.

We will tell you the results of our investigation within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If we provisionally credited your account, we will reverse the provisional credit. We will notify you of the date the credit is/will be

reversed and the amount of the debit. You may ask for copies of the documents that we used in our investigation.

g. Your Liability for Unauthorized Transactions on Your Account(s)

Tell Us AT ONCE if you believe your username or password have been lost or stolen, or if you believe that an electronic fund transfer into or out of your account has been made without your permission, or you suspect any fraudulent activity on your account. Telephoning us is the best way of minimizing your potential losses. A written notification to us should follow your telephone call. The unauthorized use of your Services could cause you to lose all of your money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your username or password you can lose no more than \$50 if someone accessed your account using your username or password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss, theft or unauthorized use of your username or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by username, password or other means, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed or delivered to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If you can document that a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

i. Exclusions from Liability Protection

The foregoing provisions related to Your Liability for Unauthorized Transactions on Your Account(s) apply only to electronic fund transfers that debit or credit a consumer's share draft checking, share savings or other such account and are subject to the Consumer Financial Protection Bureau's Regulation E. We may, when applicable, rely on any exceptions to the provision in this Section that are in Regulation E.

You are responsible for all transfers you authorize using the Services under this Agreement, including transactions where you initiate the transaction but are the victim of fraud or transactions you initiate in error. If you authorize other persons to use your username and password, you are responsible for any transactions that such persons authorize or conduct on any of your accounts, even if that person exceeds your authority.

ii. Contact Information

If you believe your username or password have been lost or stolen or that someone will or may use it to transfer money from your account without your permission, you must telephone us at (256)837-6110 or (800)234-1234 during member service hours, email us at info@redfcu.org, write us at Redstone Federal Credit Union, Attn. Member Support Services, 220 Wynn Dr NW, Huntsville, AL 35893, or visit a branch near you. You should also call the number or write to the address listed above if you believe a transfer has been made without your permission.

h. Our Liability for Failure to Make or Complete Electronic Payments or Transfers

If we do not properly complete a transfer to or from your Redstone account on time, for the correct amount, and/or to or from the account specified according to your transfer instructions and our Agreement with you, we will be responsible for your losses, as further described below, but in no event will we be liable for any special or consequential damages, unless required by applicable law. However, there are some exceptions.

For instance, we will not be liable in the following circumstances:

- If, through no fault of ours, you do not have sufficient available funds in your account to make a transfer (including Internal Transfers, External Transfers, or through the Bill Pay Service).
- If you provide an incomplete or incorrect username or password, you answer security questions incorrectly, you do not enter a correct password supplied by Redstone to authenticate your identity, your username or password has been repeatedly entered incorrectly, or you have not properly followed any applicable computer, Internet, or Redstone instructions for making transfers or using the Online Banking Services.
- If the funds in your account are subject to an uncollected funds hold, legal

process or other circumstances restricting such transaction or payment.

- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit on your overdraft line of credit.
- If the transfer would create, and require our approval to pay, an overdraft per our discretionary Overdraft Privilege Service and we choose in our sole discretion to not approve payment of such overdraft.
- If we received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house, or a terminal owner).
- If you, or anyone you allow, commits any fraud or violates any law or regulation or if any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.
- If any electronic terminal, telecommunication device or any part of the electronic funds transfer system was not working properly and you knew about the breakdown when you started the payment or transfer or, in the case of a recurring payment or transfer, at the time such payment or transfer should have occurred.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment, Internal Transfer, or External Transfer.
- If our failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system.
- If you make an error in keying your deposit through the Services (and if you make such error, we are not responsible for bounced checks, forfeited dividends, and other consequences which may result).
- If the Payee mishandles or delays a payment sent through the Bill Pay Service.
- If delays in processing and/or payment are caused by third-party software and/or services.
- If circumstances beyond our control (such as fire, flood, tornado, earthquake; computer system failure, telecommunications outages, postal strikes, equipment or power failure, or improper transmission; errors or delays by Payees, other financial institutions, USPS, or their service providers in processing Bill Pay Service payments; or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.
- If the automated teller machine where you are making the transaction does not have enough cash.
- If you have not properly followed the terms of this Agreement or instructions regarding how to make an electronic fund transfer.

There may be other exceptions and we may establish other exceptions in addition to those not specifically mentioned above.

Provided that no exceptions are applicable, if we cause an incorrect amount of funds to be removed from your account, or cause funds from your account to be directed to a person or entity which does not comply with your transfer or payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF ANY INTERNET SERVICE, EQUIPMENT, TELEPHONE, COMPUTER, SOFTWARE, SERVICES, AND/OR ANY OTHER DEVICE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, WIRELESS DEVICE, COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE SERVICE. WITHOUT LIMITING THE GENERALITY OF THE WORDING ABOVE, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM AN INTERRUPTION IN YOUR ELECTRICAL POWER OR TELEPHONE SERVICE; THE DISCONNECTING OF YOUR TELEPHONE SERVICE BY YOUR

TELEPHONE COMPANY OR FROM DEFICIENCIES IN YOUR LINE QUALITY; OR ANY DEFECT OR MALFUNCTION OF YOUR COMPUTER, DEVICE, MODEM OR TELEPHONE SERVICE.

i. Preauthorized Electronic Funds Transfers

i. Stop Payment Rights & Procedure

If you have arranged in advance to allow a third party to make regular electronic fund transfers out of your account(s), and such transfer has not yet been paid, you may stop payment of these preauthorized transfers from your account. A stop payment may not be placed on an External Transfer already initiated through Online Banking. Please refer to the Section titled External Transfers for additional information regarding the right to cancel External Transfers. We must receive your stop payment request at least three (3) business days or more before the scheduled date of a preauthorized transfer. If you cancel a transfer instruction for a future recurring payment, your request must specify whether the cancellation applies to only one particular transfer, or to all future transfers in the series with respect to that instruction. You may telephone us with your request at (256) 837-6110 or (800) 234-1234, email us at info@redfcu.org, or write us at Redstone Federal Credit Union, Attn. Member Support Services, 220 Wynn Dr NW, Huntsville, AL 35893. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any verbal notification. If we do not receive written confirmation, the verbal stop payment order shall cease to be binding fourteen (14) days after it has been made. You may also place a stop payment request for a single transfer and future recurring transfers in online banking by accessing the Services and following the instructions for stop payments. If you cancel an instruction for future recurring payments through the Services, the cancellation will be effective for all future transfers in the series with respect to that instruction. A fee may be charged for each stop payment order or renewal thereof (see the Fee Schedule).

ii. Notice of Varying Amounts

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

iii. Liability for Failure to Stop Payment of Preauthorized Transactions

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

j. Stop Payments

If a check written on your account, ACH debit, or electronic transaction initiated by the use of a check (e.g., point of sale "POS", etc.) has not yet been paid, any authorized signer on the account and/or any individual authorized to access your account through Online Banking or our audio response telephone system, may be able to prevent it from being paid by initiating a stop payment order, irrespective of who signed the check or how many authorized signatures were required on the check. A stop payment may not be placed on an External Transfer already initiated through Online Banking. Please refer to the Section titled External Transfers for additional information regarding the right to cancel External Transfers.

To be effective, a stop payment must be received in sufficient time to enable us to act on it. For electronic (ACH) transactions, we must receive your request three (3) business days or more before the payment is scheduled to be made. Our records will be conclusive evidence of the existence and details of any stop payment initiated by you. If you call, we may also require you to put your request in writing and provide it to us within fourteen (14) days after your call. A verbal stop-payment order may cease to be binding after fourteen (14) days if you fail to provide a required written confirmation upon request by us. Stop Payments initiated using Online Banking are limited to checks and are not considered accepted until we provide a stop payment confirmation to you.

The ability to place a stop payment on a check through Online Banking or our automated phone system may be limited by system availability. If the system is not available to accept your stop payment order, the stop order may be placed by contacting any Redstone branch during normal business hours. In order to process your request, you must provide us with your name, the date of the check, the payee of the check, the check number, your account number, exact amount (dollar and cents) of the check, and the reason for the request. If you provide us with any incorrect information or do not give us sufficient time to act on your stop payment request, we will not be responsible for our failure to stop payment of the

check. A fee may be charged for each stop payment order (see the Fee Schedule). You agree to indemnify, defend, and hold us harmless (to the extent of the law) from all costs, (including reasonable attorney's fees) actions, damages, claims and demands related to or arising from our action in stopping payment on a check.

XIII. Mobile Banking

a. General

The mobile banking service ("Mobile Banking" or the "Mobile Banking Service") is a personal financial information management service that allows you to access your Redstone account information, products and services similar to Online Banking and engage in financial transactions using a wireless device such as a cell phone, smartphone, personal digital assistant or tablet computer. We reserve the right to refuse any transaction you request through Mobile Banking. You understand and agree that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. When you register for Online Banking, designated accounts linked to your account through Online Banking will be accessible through the Mobile Banking service.

b. Access

To use Mobile Banking, you must be registered to use Online Banking and have a valid username and password. To access the Mobile Banking Service, your mobile device must be Internet-enabled, Internet access with Secure Socket Layer (SSL) capability, and connected to the Internet through your mobile communications service provider or Wi-Fi. You are solely responsible for any third party fees that may apply for data and Internet access and text messaging. Contact your mobile device carrier for additional information. The Credit Union does not guarantee that your mobile phone/mobile service plan will be compatible with Mobile Banking. If you change your mobile phone number, you must re-enroll the new mobile phone number.

The Credit Union is not responsible for errors, delays, or inability to access Mobile Banking caused by your equipment or service provider. We are not responsible for the cost of upgrading your equipment to stay current with Mobile Banking nor are we responsible under any circumstances for any damage to your equipment.

We make no representation that content or use of Mobile Banking is available for use in locations outside the United States. Accessing from locations outside of the United States is at your own risk.

c. Mobile Device

Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so. You also accept responsibility for making sure that you know how to properly use your mobile device. You agree that you will not install software onto your mobile device that you are not familiar with or have not read the terms and conditions for that software. You agree to download mobile security software updates when available. Your mobile device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk. In the event we change or upgrade the Mobile Banking Service, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. You agree to lock your mobile device if it is left unattended. You agree to log off of Mobile Banking at the completion of your online session. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your mobile device.

d. Types of Available Transactions

Mobile Banking is not intended to replace access to Online Banking from your computer or other methods you use to manage your accounts. However, most of the features and services available through Online Banking are also available via Mobile Banking.

e. Location Information

When you use a location-enabled Mobile Banking Service, we may collect and process information about your actual location, like GPS signals sent by a mobile device. We may use location information we collect in order to protect against actual or potential fraud or provide relevant account related information to you.

f. Mobile Banking Availability

We will use reasonable efforts to make the Mobile Banking Service available for your use on a continuous basis. We do not guarantee functionality of the Mobile Banking Service on all mobile devices, on all communications networks, in all geographic regions, or at all times. Mobile Banking may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Mobile Banking Service may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish the Mobile Banking Service in those instances, but we do not guarantee the Mobile Banking Service will always be available for your use. In the case of a disaster, your Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of the Mobile Banking Service, or your inability to access Mobile Banking, or to execute Mobile Banking functions.

g. Security

You are responsible for maintaining the security of your mobile device and, except as otherwise provided in this Agreement, you are responsible for all transactions made using your mobile device. Mobile Banking displays the full account number for your accounts as well as other sensitive information about your accounts, including balances and transfer amounts. Anyone with access to your mobile device may be able to view this information. We are not liable for any losses, damages, or disclosure of information to third parties due to your inability to ensure the safety, security and integrity of your account and transactions when using Mobile Banking.

Notwithstanding our efforts to ensure that Mobile Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Mobile Banking or email transmitted to and from us will not be read or monitored by others.

h. Representation & Warranties

When you use Mobile Banking to access your accounts, you make the following representations and warranties to us:

- All information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- You are an authorized user of the mobile device you will use to access Mobile Banking.
- You will not copy, reproduce, distribute, or create derivative works from any content delivered to you through Mobile Banking. You will not reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any software or other mobile phone applications associated with Mobile Banking.
- You will not use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer

networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

- You will use the Mobile Banking service for personal use only.
- Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold us and our service providers harmless from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your improper use of Mobile Banking or your breach of any representation or warranty in this Agreement.

You will not give or make available your Mobile Banking username or password, or other means to access your account to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your mobile device and username or password, or other means to access Mobile Banking, you are responsible for any transactions they authorize.

i. Ownership

You acknowledge and agree that a third party provider or licensor to the Credit Union is the owner of all right, title and interest in and to the downloaded software used to access the Mobile Banking Service and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist.

Subject to your compliance with this Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the software on your mobile device within the United States and its territories. In the event that you obtain a new or different mobile device, you will be required to download and install the software to that new or different mobile device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this Agreement; (ii) your deletion of the software from your mobile device; or (iii) our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the software from your mobile device.

j. Remote Deposit Capture Services

Remote Deposit Capture Services ("Remote Deposit Services") allow you to remotely deposit paper checks you receive to your account with us, by electronically transmitting a digital image of valid paper checks to us for deposit ("Check" or "Item").

The digital image of the Item (front and back) and other information must be electronically transmitted to us or designated processor for deposit and is available for eligible members and qualified accounts after you have enrolled in the Remote Deposit Services.

Definitions.

Remote Deposit Services may include the following terms as defined in Article 4 of the Uniform Commercial Code ("Article 4") or Federal Reserve Regulation CC ("Regulation CC"):

- "Item" means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfers or a debit or credit card slip.
- "Check" per Regulation CC means a negotiable demand draft that is drawn on:
 - Or payable through or at an office of a bank or credit union.
 - A Federal Reserve Bank or a Federal Home Loan bank.
 - The Treasury of the United States.
 - A state or local government that is not payable through or at a bank or credit union.
 - A United States Postal Service money order.
 - A Traveler's check drawn on or payable through or at a bank or credit union.
 - An original Check or a Substitute Check.

- "Remotely Created Check" per Regulation CC means a Check that is not created by the paying bank and does not bear a signature by the person on whose account the Check is drawn, but is authorized by the account owner.
- "Substitute Check" per Regulation CC is a Check reproduction of an original Check that:
 - Contains an image of the front and back of the original Check;
 - Bears a MICR line that contains all the information appearing on the MICR line of the original Check at the time the original Check was issued and any additional information that was encoded on the original Check's MICR line before an image of the original Check was captured;
 - Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140 (unless the Federal Reserve Board by rule or order determines that a different standard applies); and
 - Is suitable for automated processing in the same manner as the original Check.

Access.

Remote Deposit Services may be initiated through a mobile device, which must meet the following requirements:

- The device must have an Android® or iOS operating system;
- The device must have the Credit Union's Mobile App downloaded to the mobile device;
- The device must be able to capture an image of the Item;
- The device must be able to process or utilize the software necessary to facilitate the electronic clearing of the captured Item; and
- The device must be able to transmit the image electronically.

At this time, we do not offer Remote Deposit Services that can be used through a desktop scanner.

Member Eligibility Requirements.

You must qualify for Remote Deposit Services and meet certain eligibility requirements. Eligibility requirements include: Members that are thirteen (13) or older; member for at least ninety (90) days; all accounts in good standing; personal accounts (excluding business accounts); and no bankruptcy that caused us a loss or ChexSystems® records. Other eligibility standards may apply at our sole discretion. If you are not sure if you are eligible or if your account qualifies, you may contact us.

Deposit Limits.

You cannot exceed the limitations on frequency and dollar amounts of remote deposits as determined in our sole discretion.

We reserve the right to change limits on the amount(s) and/or number of deposits that you transmit using the Remote Deposit Services and to modify such limits from time to time at our sole discretion. Items presented that exceed your limit will be rejected. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, we do not waive our rights to reject future deposits, and we will not be obligated to allow such a deposit at other times.

Eligible Items for Deposit.

You agree that you will only remotely deposit Checks and that the image of each such Check will be deemed an "Item".

Unacceptable for Deposit

You understand and agree that you will not use Remote Deposit Services to deposit any of the following:

- Certain third-party Checks or Items, i.e., an Item that is made payable to another party and then endorsed to you by such party, or Checks or Items originally payable to any person or entity other than you.
- Certain Checks or Items made payable to more than one party, unless deposited into an account with the names of all payees.
- Any Check or Item drawn on your account at the Credit Union.
- Any Check or Item containing restrictive endorsements.

- Any Check or Item that contains evidence of alteration to the information on the Check or Item.
- Any Check or Item issued to you by a financial institution in a foreign country.
- Any Check or Item that is “stale dated,” expired, or “postdated”, or Checks dated more than six months prior to the date of deposit.
- Any Check or Item that is “non-negotiable” (whether stamped in print or as a watermark).
- Any Check or Item that has been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or returned for any other reason.
- Any Check or Item that is incomplete.
- Any Check or Item not made payable in United States dollars.
- Any Check or Item drawn on a financial institution located outside the United States.
- Any Check or Item not acceptable under the terms of your account.
- Any state-issued registered warrant.
- Any traveler’s check or gift check.
- Any Check that has previously been submitted through Remote Deposit Services or a remote/mobile deposit capture service offered at any other financial institution.
- Cash.
- Savings Bonds.

Deposits of this nature may result in the immediate termination of Remote Deposit Services and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the Item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account. You are solely responsible for any service charges, overdraft charges, late fees, and returned check/non-sufficient funds charges levied against you, your account, or any other accounts you may have at other financial institutions or entities that may result from our reversal of any Item.

Check and Image Requirements.

Any image of a Check that you transmit to us must accurately and legibly provide all information on the front and back of the Check at the time of presentment to you by the drawer. Prior to capturing the image of the original Check, you must endorse the back of the original Check. **Your endorsement must state the words “For Mobile Deposit at RFCU.”** You agree to follow any and all other procedures and instructions for use of Remote Deposit Services as we may establish from time to time. The image of the Check transmitted to us using Remote Deposit Services must accurately and legibly provide, among other things, the following information: 1) your endorsement; 2) the date the Check was written; 3) information identifying the drawer and the paying bank that is preprinted on the Check, including complete and accurate MICR information and the payer’s signature(s); 4) other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check; and 5) the image quality of the Check must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, including the requirements under Regulation CC, or any other regulatory agency, clearing house or association. We may reject your deposit if the image is not satisfactory. Receipt of the image does not guarantee we can accept the image. Certain devices, including older devices, lack the quality to provide a clear image required by Remote Deposit Services and you may need to upgrade your Device in order to use Remote Deposit Services.

Receipt of Items.

It is your sole responsibility to verify that Items deposited using Remote Deposit Services have been received and accepted for deposit by us. To verify your deposit was accepted you can sign into the Services and verify your deposit was received. The credit will be provisional until the deposit has cleared.

Upon receipt of the digital image, we may review the image for acceptability. Receipt of an image does not occur until after we notify you of receipt of the image by a confirmation screen upon the conclusion of your transaction. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive.

Following receipt of the image, we will process the image as a substitute check. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any Item for Remote Deposit Services into your account and, in the event we reject an Item for Remote Deposit Services, you may be required to deposit the original Item: (1) at our branches, (2) through our ATMs if you have a valid Credit Union debit card and a Personal Identification Number (PIN), or (3) by mailing the original Check to the Credit Union at 220 Wynn Drive, Huntsville, AL 35893. Even if we do not initially reject an Item you deposit through Remote Deposit Services, we may ask you to provide the original Item at our sole discretion, because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an Item shall not limit your liability to us. You understand that any amount credited to your account for Items deposited using Remote Deposit Services is a provisional credit and you agree to indemnify us against and hold us harmless from any loss we suffer because of our acceptance of the remotely deposited Check.

Rejection of Deposit.

You are solely responsible for any service charges, overdraft charges, late fees, and returned check/non-sufficient funds charges levied against you, your account, or any other accounts you may have at other financial institutions or entities that may result from our rejection of any Item, check holds, or deposit delays of any kind. If any Item you transmit to us for deposit is rejected, you will either receive an immediate error message or we will send a written notice to you at the address or email address (for electronic notices) we have on file for your account to alert you of the rejection. Should the notice be returned as undeliverable, we will have completed our obligation to alert you and therefore, we are under no further obligation to attempt any redelivery of the notice. Further, you understand that we are not responsible if, for any reason, you do not receive our notice.

Items Returned Unpaid.

In the event that an Item that you used Remote Deposit Services to credit to your account is dishonored, rejected, or returned for any reason, you authorize us to debit the amount of such Item from your account, or offset the amount from any of your other accounts, and impose appropriate fees per the Fee Schedule. You also understand that in the event we cannot offset the amount of the dishonored Item, you will be liable to us for the amount of the dishonored Item and you will be responsible for our collection costs in connection with our efforts to collect the balance due from you, including, but not limited to, our reasonable attorney fees. Returned deposit activity may result in the cancellation of your Remote Deposit Services privileges. We will notify you if the returned Item causes your account to have a negative balance as a result of returned Items.

Availability of Funds.

You agree that Items transmitted through the Remote Deposit Services are deemed to have a place of deposit in Huntsville, Alabama, and deposits made through the Remote Deposit Services will be made available as stated in the Funds Availability Policy in our Membership Agreement.

Unavailability of Service.

If the Service is unavailable, you acknowledge that you can deposit an original Check at our branches, through our ATMs if you have a valid Credit Union debit card and a Personal Identification Number (PIN), or by mailing the original Check to the Credit Union at 220 Wynn Drive, Huntsville, AL 35893.

Retention, Secure Storage and Disposal of Transmitted Items.

Upon your receipt of a confirmation from us that we have received the image of an Item:

- You agree to promptly provide any retained Check to Redstone as requested to aid in the clearing and collection process, to resolve claims by third-parties with respect to any Check, or for Redstone’s audit purposes.
- You agree to prominently mark the Check as “Electronically Presented” or “VOID” and retain the Check for thirty (30) days. After thirty (30) days, you agree to properly dispose of the Check to ensure that it is not represented for payment.
- You understand and agree that you are responsible for any loss caused by your failure to properly destroy the original Check.
- You agree never to re-present the Check for deposit.

Accountholder’s Warranties.

You make the following warranties and representations with respect to your use of

Remote Deposit Services and each image of an original Check you transmit to us using Remote Deposit Services:

- Each image of a Check transmitted to us is a true and accurate rendition of the front and back of the original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
- The amount, the payee, signature(s), and endorsement(s) on the original Check are legible, genuine, and accurate.
- Each Check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice.
- Other than the digital image of an original Check that you remotely deposit through Remote Deposit Services, there are no other duplicate images of the original Check.
- Each original Check was authorized by the drawer in the amount stated on the original Check and to the payee stated on the original Check.
- You have not knowingly failed to communicate any material information to us.
- Neither you nor any other party will submit the original Check for payment.
- Your account into which you deposit Checks using Remote Deposit Services, and the funds from such Checks, are only used for consumer purposes and not for business purposes.
- You will not use Remote Deposit Services and/or your account for any illegal activity or transactions.
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data,

or related systems.

- You agree to follow the above retention, security, and disposal requirements.
- You agree not to (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Remote Deposit Service, (ii) copy or reproduce all or any part of the technology for Remote Deposit Service, or (iii) interfere, attempt to interfere, with the technology or Remote Deposit Service.
- You agree that you will only transmit acceptable items for deposit and to use the Remote Deposit Service in compliance with all applicable laws, rules, regulations.

Email Address.

You agree to notify Redstone immediately if you change your email address because this is the email address where Redstone will send you notification of receipt of Checks or Items.

In Case of Errors.

If you believe there has been an error with respect to any Check or Item that is deposited, you agree to contact us immediately as follows:

- Telephone at (256) 837-6110 or (800) 234-1234 during member service hours;
- Email at info@redfcu.org; or
- Mail to Redstone Federal Credit Union, Attn. Member Support Services, 220 Wynn Dr NW, Huntsville, AL 35893.

XIV. Text Banking

a. General

By enrolling in Online Banking, we offer access to text messaging related services that allow you to request and receive account related information via text message to your mobile device ("Text Banking Services"). We offer this service as a convenience to you and for informational purposes only. By enrolling in the Text Banking Services, you agree that we may send messages through your communication service provider and such messages may not be secure or encrypted and may include personal or confidential information about you or your accounts. We cannot and do not guarantee the Text Banking Services' constant availability and security. We will not be responsible for any loss of personal information resulting in the interception or willful disclosure of the information transmitted to any third party while using the Text Banking Services. Redstone does not guarantee the accuracy of the information transmitted to you via this service and expressly disclaims any implied warranty for the suitability of this service. You agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, costs and expenses (including reasonable attorneys' fees) arising from or related to your provision of a phone number, email address or delivery location that is not your own or your violation of applicable state, federal and/or local law, regulation, or ordinance.

b. Enrollment

Enrollment in the Text Banking Services requires identification of the member's banking relationship as well as providing a mobile device phone number. The mobile device's phone number verification is done by the member receiving a message with a verification code which the member will have to enter on the website. Additionally, members may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the member. This program will be ongoing. Standard messaging charges may apply, if applicable. Members may opt out of this service at any time by following the instructions stated below.

c. Fees

We do not charge a fee to use the Text Banking Services; provided, however, we reserve the right to assess fees for this service in the future. Third party fees may apply for data, Internet access and text messaging. You are solely responsible for any fees and costs imposed by such third parties. Message frequency depends on user preferences. Contact your mobile device carrier for additional information.

d. How to Opt-Out

To opt-out of the Text Banking Services, reply "**stop**" to the shortcode 454545 at any time. An unsubscribe message will be sent to your number confirming the cancellation, but no more messages will be sent after that one. Members can also opt-out of the Text Banking Services through the Online Banking Service by selecting Tools > Alerts and Notifications and deactivating the Text Banking Services. For assistance, text "**help**" to the shortcode 454545. In case of questions, please contact member services at info@redfcu.org or call 800-234-1234.

e. Program Description

For information and funds transfer between your enabled accounts, text the following commands to **454545**:

Command	Action
bal	Obtain primary account balance
bal all	Obtain all account balances
last	Obtain last 5 transactions on primary account
bal check	Obtain account balance of share draft checking accounts
bal save	Obtain account balance of share savings accounts
trans amount	Transfer funds in primary account from preselected source account
help	Obtain help on keywords
stop	Deactivate service

XV. Alerts

a. General

The alerts service is a personal financial information alert service that allows you to receive information about your account on your computer, text-enabled cell phone, or any other mobile text device including, but not limited to, information related to payroll and ACH credits, account balance changes, loan balances, loan payment due dates, share certificate maturity dates, checks cleared, debit card purchases, insufficient funds notices, regulatory notices and disclosures, EStatements, electronic deposits or withdrawal notifications, and member defined alerts (“Alerts Service”). When you access Online Banking, you can initiate alerts. You may set up, change or delete alerts at any time. You agree and understand that the Alert Service may not be accessible or may have limited utility over some Internet or mobile networks. The alerts that you authorize are only available through Online Banking. When you create alerts, they are linked only to the account under which they were created through Online Banking. Balances shown on alerts reflect balance information at the time the alert was initiated by Redstone and may no longer be accurate at the time you review it. Additionally, balances on alerts may not reflect funds that are on hold, which may affect your available balance.

In addition to the alerts that you set-up through Online Banking, Redstone will send account activity alerts when certain activity happens on your account (“Account Alerts”). Account Alerts are not optional and are triggered when under the following circumstances:

- Your password is changed;
- Your account is locked due to too many attempts to login with the incorrect password; or
- Whenever we deem necessary to alert you to information regarding your account.

XVI. Money Management

We offer digital money management tools and services that we may provide to you and that involves accessing third party account information (“Money Management Services”). Should you elect to use Money Management Services, you agree to abide by the terms and conditions as stated in this Agreement and any other end user agreements governing or relating to such services.

XVII. Documentation of Transactions

a. Periodic Statements

You will receive your monthly account statement(s), which will itemize all transactions made on your account(s) including through the Online Banking Services, unless there are no transactions in a particular month. In any case, you will receive the statement at least quarterly. Such statements will show the amount of the transfer, the date that the transfer was credited or debited to your account, the type of transfer, the account(s) accessed by the transfer, and the name and/or account number of any third party to or from whom funds were transferred. You agree to immediately review each periodic statement mailed or otherwise made available to you to ensure that each and every transaction has been authorized by you. Your failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized. You agree that we will not be required to provide any other notice to you of the execution of electronic funds transfers or debits.

Once you obtain access to Online Banking, you may enable eStatements by reading and accepting the ESign consent and disclosure available inside a link in Online Banking.

XVIII. Secure Chat

Secure Chat enables real-time, secure online chat within Online Banking with the member and Redstone member support personnel. Secure Chat Service provides RFCU member support personnel with the ability to receive in-coming member queries and transmit outgoing Redstone member support personnel responses using 128 byte Secure Socket Layer encryption technology.

b. Limitations

Although the Alerts Service is designed to give you timely notice of specific events, it may not always provide immediate notice. You may encounter errors, interruptions, delays or failures in the receipt of your alerts, which may or may not be out of our control, such as technical difficulties experienced by your Internet service provider or wireless communications carrier. Furthermore, some mobile devices or certain other devices may omit a portion of the alert.

We will not be liable to you for any losses caused by your failure to properly use or respond to alerts that are sent. We assume no responsibility for the timeliness, reliability, deletion, or delivery error of any alerts we may send you. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

c. Security

If you use the Alerts Service, you will receive alerts sent to the source you specified when the alert was established. Please be aware that information transmitted via email and text messages may not be secure and Redstone cannot guarantee the security of any information transmitted over a mobile device or to an email address.

d. Changes or Cancellation

You may cancel your participation in the Alerts Service at any time by deleting any scheduled alerts set up through Online Banking. If you need assistance in canceling any alerts you may contact us directly.

In order to download and/or view eStatements in a PDF format, you must have downloaded and installed Adobe Acrobat Reader (or similar PDF reader). To the best of our knowledge, there is no cost to download certain versions of this software. However, if there are any costs associated with this software, you agree to be solely responsible for such costs. To print statements, you must have a printer connected to your computer.

b. Online Banking Transactions

You may print a record of any individual transaction conducted through the Services at any time after the transaction is completed. If you do not print a record of the transaction, we will not send you any special notice that the transaction has been made other than by including such transactions in the periodic statements.

c. Pre-Authorized Credits

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can use Call-24, the Services, or you can call us at during regular business hours at (256) 837-6110 or (800) 234-1234 to confirm whether or not the deposit has been made.

XIX. Card Control

Once you register your Credit Union debit or credit card through the Card Control Service, this Service can be used to: temporarily block the use of your Credit Union debit and/or credit cards, enable/disable transactions based on merchant type or location, add transaction limits, enable/disable foreign transactions, and enable alerts for transactions based on user preference.

XX. Illegal Activity

The Online Banking Services may not be used directly or indirectly in a manner that would constitute a crime under local, state or federal law, or in any illegal activity, including without limitation (1) any “racketeering activity” as defined in 18 U.S.C. § 1961, or (2) any gambling, gaming, betting, or similar activity or transaction. Further, you may not use the Online Banking Services for the purchase of any goods or services on the Internet that involve gambling, gaming, betting, or any similar transaction or activity. Such transactions include, but are not limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips/checks or off-track betting or wagering. We may deny authorization of any transactions identified as illegal activity or prohibited gambling. However, in the event that a charge or transaction described in this Section is approved and processed, you will still be responsible for such charges. If you use the Online Banking Services directly or indirectly in an unlawful manner you understand that your access to the Online Banking Services may be suspended and/or terminated and we may exercise any rights available to us, including, but not limited to, closing your accounts with Redstone and/or collecting on any debt arising out of any illegal or unlawful transaction.

XXI. Confidentiality

We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy/Notice and our Online Privacy Policy. We will disclose information to third parties about your account or the transfers you make:

- When it is necessary for completing the transfer or transaction;
- In order to verify the existence and condition of your account for a third party, such as a consumer reporting agency or merchant;
- In order to comply with a government agency, court orders, or any other legal process;
- If you give us your prior verbal or written permission;
- As otherwise disclosed in our Privacy Policy/Notice or our Online Privacy Policy; or
- As otherwise allowed by applicable laws or regulations.

Please refer to our Privacy Policy/Notice, which can be found on our website https://www.redfcu.org/content/dam/rfcu/pdfs/AnnualPrivacyNotice_web.pdf, and our Online Privacy Policy, which can be found on our website at <https://olbregistration.redfcu.org/OnlinePrivacyPolicyPage>, for more information regarding our privacy practices.

XXII. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE ONLINE BANKING SERVICES AND RELATED DOCUMENTATION ARE PROVIDED ON AN “AS IS”, “WHERE-IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS. YOU FURTHER ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONLINE BANKING SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR ACCESS DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

XXIII. Limitation of Liability

UNLESS PROHIBITED BY APPLICABLE LAW AND EXCEPT AS SPECIFICALLY SET FORTH HEREIN, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, SPECIAL EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO THE ONLINE BANKING SERVICES, ACCESS TO OR USE OF THE SERVICES, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY YOU FROM THE SERVICES, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER’S TRANSMISSION OR DATA, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WE EXPRESSLY DISCLAIM ANY LIABILITY FOR THE FAILURE OF ANY EQUIPMENT, THE INTERNET, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

XXIV. Risk of Loss

In the event of a system failure or interruption affecting the Services, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than Online Banking to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

XXV. Indemnity

You agree to defend, indemnify and hold harmless Redstone, our subsidiaries and affiliates, successors and assigns, all officers, directors, and employees thereof, consultants, agents, licensors, and our service providers (“Related Persons”), from any and all third-party actions, demands, claims, losses, liability, and damages, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorneys’ fees) caused by or arising from:

- the connection to, provision of, or use of the Online Banking Services by you or any third party;
- an allegation of infringement, misuse, misappropriation, or violation of the rights of others (i.e. privacy rights) based on information, data, files, or other materials submitted by you (or anyone permitted by you) to us;
- any fraud, manipulation, or other breach of this Agreement by you or anyone permitted by you to access or use the Services; and/or
- any violation of law or rights of a third party by you or anyone permitted by you to access or use the Services.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Services by you or a joint account owner or other authorized person.

The obligations contained in this Section shall survive termination of this Agreement.

XXVI. Recording of Phone Calls & Emails

You authorize us and our agents to record or copy any phone call, email or secure message from or to you concerning the Services.

XXVII. TCPA Consent

You agree that we may from time to time make calls and/or send text messages to you at any telephone number(s) you provide to us, including residential numbers and wireless telephone numbers that could result in data usage and charges to you. This is so that we can service and keep you informed about your account(s) (including loans, if any), collect any amounts you owe us, provide access codes, and/or provide fraud, security breach, or identity theft alerts. You also agree that you may be contacted by any related affiliates, third-parties, or our service providers that are making such calls/texts on our behalf. The manner in which these calls or text messages may be made to you include, but are not limited to, the use of prerecorded/artificial voice messages and automatic telephone dialing systems. You understand that you are not required to provide consent as a condition to receiving our products or services. You may revoke your consent or change the telephone number provided at any time by: (1) calling us at (256)837-6110 or (800) 234-1234 during member service hours, (2) emailing us at info@redfcu.org, (3) writing us at Redstone Federal Credit Union, Attn. Member Support Services, 220 Wynn Dr NW, Huntsville, AL 35893, or (4) visiting a branch near you.

XXVIII. Disclosure of Delayed Funds Availability

If we have placed a hold for uncollected funds on an item you deposited, there could be a delay in your ability to withdraw or transfer such funds using the Services. For further details, refer to our Funds Availability Policy contained in the Membership Agreement.

XXIX. Links to Third Party Sites

Our website may contain links to other websites (“Linked Sites”). Such links are provided solely as a convenience for you. While we will attempt to select and provide links to Linked Sites that we believe may be of interest to our members, we do not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites or the privacy and security practices applicable to the Linked Sites. You acknowledge and agree that Redstone, and its affiliates and partners, are not responsible for the privacy and security practices or content of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them. The privacy and security practices applicable to the Linked Sites are different from those applicable to our website.

XXX. General Terms & Conditions

a. Disputes

In the event of a dispute regarding the Online Banking Services or any part of this Agreement, you and we agree to resolve the dispute by looking to this Agreement and to the Membership Agreement, including the Arbitration and Waiver of Class Action provision in the Membership Agreement which is incorporated into this Agreement by this reference. Except as expressly stated herein, you agree that this Agreement is the complete and exclusive statement of the agreement between you and us, relating to the subject matter herein, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement.

b. Governing Law

This Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations and to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the State of Alabama, without regard to its conflicts of law provisions.

c. Collections

You agree that we shall be entitled to recover any money owed by you as a result of your use of, or the use of anyone you have provided with access to, any of the Services and you agree to repay any amounts which create an overdrawn balance on any of your accounts immediately upon demand. We have a security interest in your present and future deposits (except deposits in Individual Retirement Accounts and Keogh Accounts) and we have the right to apply such deposits to any money you owe. If any legal action is required to collect money you owe, you agree to pay all costs of collections, including reasonable attorneys' fees, court costs, and other charges incurred for enforcing our rights under this Agreement.

d. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement at any time in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

e. No Waiver

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

f. Severability & Headings

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. Headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

g. Relationships to Other Disclosures

The information in this Agreement applies only to the Service described herein. Provisions in other disclosure documents, as may be revised from time to time, continue to apply, except to the extent expressly modified by this Agreement.

h. Changes to the Agreement

We reserve the right to change any provision of or establish new provisions to this Agreement at any time, in our sole discretion. We may amend, modify, add to, delete or change this Agreement. We may add new terms and delete or amend existing terms. We may add new products and services and discontinue offering existing products or services. We may convert existing products and services into new products and services. Further, we may, from time to time, revise or update the Services, programs, and/or related material(s) rendering such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Services, any programs, and/or related material(s) and limit access to our more recent versions and updates. Where required by applicable law, we will notify you of such changes by email, regular mail, or by posting the updated terms on our website. When we amend or change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your use of the Services. If you use the Services after the effective date of a change, your use indicates your agreement with the change(s).

i. Term & Cancellation

This Agreement remains in effect until it is terminated by you or us.

You may terminate this Agreement or cancel your participation in the Online Banking Services at any time by notifying us of your intent in writing to (1) Redstone Federal Credit Union, Attn: Member Support Services, 220 Wynn Drive, Huntsville, Alabama 35893 or (2) info@redfcu.org. Your use of the Online Banking Services will be cancelled after we have had a reasonable opportunity to act upon your cancellation request. Termination of your use of the Services by any one account owner will not terminate other account owners use of the Services and we are not required to notify other account owners of the termination.

We may suspend or terminate your participation in the Online Banking Services for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so. We shall have no obligation to honor any instruction, in whole or in part, that (a) is or we reasonably believe is used for any illegal or improper purpose or activity; (b) exceeds the available funds in your account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, the Online Banking Services, you or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in this Agreement, any other applicable agreement with us, or any of our policies, procedures or practices; or (g) for our protection or your protection, we have reasonable cause not to honor. We reserve the right to suspend or terminate your use of the Online Banking Services or refuse to honor an instruction, in whole or in part, at any time, with or without cause and with or without notice.

If you do not access Online Banking and there has been no activity on any of your accounts through the Services (such as an automatic bill payment) for any consecutive 180-day period and there is no such activity pending as of the end of such 180-day period, we reserve the right to terminate your access to the Online Banking Services. If any of your share draft checking, share savings, or other share accounts are closed due to insufficient funds or any other reason, such account will no longer appear in your online banking profile. If any other account is closed for any reason, such account may no longer appear in your online banking profile.

Any payments or transfers we have already processed before the cancellation date will be completed. Upon termination of this Agreement or the Online Banking Services, any scheduled payments or recurring transfers may continue to be processed until you cancel these payments or transfers. We will endeavor to cancel any applicable account transactions you have previously authorized, but we make no guarantee that it will be able to do so. We recommend that you cancel any scheduled payments or transfers prior to notifying us that you are canceling your participation in the Online Banking Services. You are responsible for any payments or transfers scheduled by you prior to termination that you have not canceled. You will be solely responsible for any fees that apply to any such cancellation. Any payment(s) or other transactions that we are unable to cancel or that have already been processed before the requested termination date will be completed.

Termination of your participation in the Online Banking Services does not terminate your accounts or agreements, including the Membership Agreement, with us and will not affect your authorization for transfers and payments made prior to termination.

j. Notice and Communications

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through the Services, if you have agreed to receive notices from us in an electronic format. You are required to keep us informed of your current mailing and email addresses, as applicable. You agree to notify us promptly of any change in your name, address or email address. You may notify us in person at any of our offices, via the Services, or by sending a written and signed notice to Redstone Federal Credit Union, Attn: Member Support Services, 220 Wynn Drive, Huntsville, AL 35893.



220 Wynn Drive | Huntsville, AL 35893
800-234-1234 • redfcu.org

RFCU is federally insured by NCUA.
Equal Credit Opportunity Lender

