



EASYPAY BILL PAYMENT SERVICES DISCLOSURE

USER AGREEMENT FOR EASYPAY (BILL PAYMENT SERVICES) BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR EASYPAY (BILL PAYMENT SERVICES). THIS IS A LEGAL AGREEMENT BETWEEN YOU (END USER) AND Y-12 FEDERAL CREDIT UNION. THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY.

- 1. Eligibility:** If you have an eligible, active account permitted for EasyPay, Bill Payment Services at Y-12 Federal Credit Union you may use the online or mobile bill payment service (the "Bill Payment Service").
- 2. Payment Dates:** With EasyPay, Bill Payment Service you can schedule a bill payment for a single one-time, future day or as a recurring payment. Any recurring payments scheduled to be delivered on Saturday, Sunday, or any holiday observed by Y-12 Federal Credit Union will be processed on the prior business day.
- 3. Use of Bill Payment Service:** You must provide sufficient information about each bill payee to direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. While most payees can be paid through the Bill Payment Service, we reserve the right to refuse to pay certain payees. In this event, we will notify you that Bill Payment Service cannot be used for the payee. We do not recommend that you use bill payments to pay taxes, to make federal or court-ordered payments, to pay municipal or state utilities, or to settle any securities transaction and any such payments that you choose to schedule are at your own risk. Y-12 Federal Credit Union will not be liable for any late fees, claims, or damages resulting from your use of the Bill Payment Service to make any of these types of payments. You can only make bill payments to payees with United States addresses.
- 4. Bill Payment Transfer Methods:** Your Bill Payment Service payment will be made either by transferring funds electronically (Automated Clearing House or "ACH" transaction) or by sending a paper check to the payee. ACH transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments made by paper check will be debited to your account as any other personal check. If you authorize a recurring payment to any payee, those payments will continue until the specified end date unless you cancel the recurring payment or there is not a sufficient available balance to allow the payment. You assume the risk of loss due to an overpayment to the payee on any payment you initiate using the Bill Payment Service.
- 5. Funding Account:** When you instruct us to make a payment through the Bill Payment Service, you must designate an active account from which that payment is to be made. The funding account must be an account that is accessible through the Services. If you do not have an active account, you may not use Bill Payment Service.
- 6. Scheduling Payments:** The earliest possible Send Date and Deliver Date will be displayed in the Pay A Bill screen for each payee. In general, you will need to allow at least three (3) business days to ensure on-time payment for an ACH transaction and seven (7) business days if the payment is to be made by issuing and mailing a paper check to the payee. Y-12 Federal Credit Union is not responsible for delays in the U.S. mail or for processing delays by the payee. Y-12 Federal Credit Union is not liable for any late charges imposed by the payee except as otherwise provided under this Agreement.
- 7. Cancelling Payments:** Y-12 Federal Credit Union withdraws funds from the funding account on the Send Date. You may use the Bill Payment Service to cancel or edit any scheduled bill payment until we begin processing it. Once we begin processing a scheduled bill payment you will not be able to cancel or edit that payment.
- 8. Available Balance:** You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Service. Y-12 Federal Credit Union will not complete a bill payment transaction if there is not a sufficient available balance in the funding account (including funds available through any overdraft line of credit or automatic transfer feature) on the Send Date. If there is not a sufficient available balance in your funding account on the Send Date, no subsequent bill payments will be processed. You will need to initiate payment again when you have sufficient funds available. Your account may be assessed a fee under the terms of the Account Agreement applicable to the funding account.
- 9. Expedited Bill Payment:** For a separate fee, Expedited Bill Payment allows you to make a next day bill payment to certain payees by overnight check ("Expedited Bill Payment by Overnight Check"). Stop payments cannot be placed on Expedited Bill Payments. Expedited Bill Payments must be requested by a certain cut-off time each day. Expedited Bill Payment will not be listed as an option for a payee if you are requesting a payment after that payee's cut-off time for the day. Overnight Checks can only be sent to valid street addresses in the continental United States; no check can

be sent to a post office box or outside of the continental United States. Checks will be sent by a commercial overnight delivery service; the time of delivery will be dependent upon the delivery service.

10. **eBills:** eBills is a free service through which you can receive an electronic version of your bill ("eBill") from a participating payee ("Biller"). Once you sign up for the eBills service, the Biller may stop sending you paper bills. To sign up for the eBills service, you must first have an online account with the Biller. Then you need to enroll for the eBills service through our Bill Payment Service using the credentials you use to access your online account with the Biller. eBills can be viewed in the Bill Pay area of the Services. You are solely responsible for maintaining current contact information, as well as usernames and passwords, with the Biller. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the eBills service for that Biller. The presentment of your first eBill may vary from Biller to Biller, depending on the billing cycle of each Biller. Each Biller may deny your request to receive eBills through the eBills Service at any time. We will make commercially reasonable efforts to present all your eBills promptly. In addition to notification within the eBills service, we may send an email notification to the email address listed for your account. It remains your responsibility to periodically log on to EasyPay, Bill Payment Service and check on the delivery of new eBills. It remains your responsibility to keep your accounts with each Biller current. To cancel eBills, you should cancel eBills through EasyPay, Bill Payment Service and contact each Biller to instruct such Biller to resume sending you paper statements. Cancellation may take up to sixty (60) days, depending on the billing cycle of each Biller. Any discrepancies or disputes regarding the accuracy of your eBills must be addressed with the appropriate Biller directly. You agree to indemnify and hold Y-12 Federal Credit Union (and its affiliates and third-party providers) harmless for any losses or claims arising from or related to your use of the eBills service.
 - a. **AutoPay:** Users that enroll to receive their eBill can choose to have their payment made automatically by enrolling in AutoPay.
11. **Text and Email Alerts:** You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.
 - a. **General Provisions for All Text Alerts :** By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Y-12 Federal Credit Union nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call Y-12 Federal Credit Union's Member Service. IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents and agree to its terms
12. **Limitation of Liability.** In the performance of the services required by this Agreement, We shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. By enrolling in the Bill Payment Service described herein you hereby acknowledge and agree that Y-12 Federal Credit Union is not responsible for verifying any of the information, payments, dates, payees, or any other information you submit to the Bill Payment Service and Y-12 Federal Credit Union is not liable for the accuracy of any such information you submit to the Bill Payment Service. You further acknowledge and agree that Y-12 Federal Credit Union is not liable for any payments made by you or by someone that you have given access to your account or the Bill Payment Service. Any misdirected payments you make through the Bill Payment Service are solely your responsibility and Y-12 Federal Credit Union will not be liable for any such misdirected payments.

EasyPay P2P/Pay a Person Disclosure

USER AGREEMENT FOR EASYPAY (P2P SERVICES) BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR TRANSFERRING FUNDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU (END-USER) AND Y-12 FEDERAL CREDIT UNION. THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY.

These terms and conditions (the "Agreement") constitute a contract between you, the depositor (hereafter "You") and Y-12 Federal Credit Union or its designated third-party processor or service provider ("We", "Us"), in connection with EasyPay, also known as P2P Payment, (the "Service") offered through Y-12 Federal Credit Union's online and mobile banking web sites (the "Site"). This Agreement applies to your use of the Service and any portion of the Site through which the Service is offered. The Service enables you to initiate a P2P Payment Instruction from one of your Eligible Transaction Accounts at Y-12 Federal Credit Union, to a Recipient's account at any U.S. financial institution. Although the ACH Network is often used to execute

P2P Payment Instructions for the Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. P2P payments executed through the ACH network shall be evidenced by a request initiated electronically as described herein and will be initiated on your behalf pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the New England ACH Association (the "Rules").

1. **Eligibility:** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
2. **Initiating P2P Payment Instructions:** All P2P Payment Instructions must be initiated through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Before You will be permitted to initiate a P2P Payment instruction, You will be required to agree to this Agreement, and follow the procedures set forth on the Site.
3. **Security Procedure:**
 - a. You shall comply with the security procedure requirements with respect to P2P Payment Instructions initiated by You, as well as those required in connection with the On-line Services generally. You agree to take full and final responsibility for any and all errors relating to or concerning the P2P Payment Instruction.
 - b. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of P2P Payment Instructions. You warrant that no individual will be allowed to initiate P2P Payments on Your behalf and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Site, the Online Services, or otherwise provided by Us. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Y-12 Federal Credit Union immediately. The occurrence of unauthorized access will not affect any P2P Payments made in good faith by Y-12 Federal Credit Union prior to receipt of such notification plus a reasonable time period thereafter for Y-12 Federal Credit Union to act on such notice.
4. **Compliance with Security Procedure:**
 - a. If a request for a P2P Payment (or a request for cancellation or amendment of a P2P Payment) received by Y-12 Federal Credit Union purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Y-12 Federal Credit Union, and Y-12 Federal Credit Union shall initiate the P2P Payment on your behalf and, except as limited by applicable law, You shall be obligated to pay Y-12 Federal Credit Union the amount of such P2P Payment even though the P2P Payment (or request) was not authorized by You, provided Y-12 Federal Credit Union accepted the P2P Payment in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such P2P Payment. Y-12 Federal Credit Union shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for a P2P Payment matches the password associated with Your Account on the Site.
 - b. If a request for a P2P payment (or request for cancellation or amendment of a P2P Payment) received by Y-12 Federal Credit Union was transmitted or authorized by You, You shall pay Y-12 Federal Credit Union the amount of the P2P Payment, whether or not Y-12 Federal Credit Union complied with the security procedure with respect to that P2P Payment and whether or not that P2P Payment was erroneous in any respect or that error would have been detected if Y-12 Federal Credit Union had complied with such procedure.
5. **Payment Authorization and Remittance:**
 - a. By providing us with names and mobile phone numbers and/or email addresses of Recipients to whom you wish to direct payments, you authorize us to follow the P2P Payment Instructions that we receive through the Service.
 - b. When we receive a P2P Payment Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments returned to us because the processing of your P2P Payment Instruction could not be completed.
 - c. We will use reasonable efforts to complete all your P2P Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 - (1) If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the P2P Payment Instruction or the P2P Payment Instruction would exceed the credit limit of your overdraft account;
 - (2) The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the P2P Payment Instruction;

- (3) The payment is refused or returned by Recipient or Recipient's Financial Institution,
- (4) You have not provided us with the correct information, including but not limited to the correct P2P Payment Instructions or Eligible Transaction Account information, or the correct name, mobile phone number or email address of the Recipient to whom you are initiating a P2P Payment Instruction; and/or
- (5) Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the Y-12 Federal Credit Union or interference from an outside force) which prevent the proper execution of the P2P Payment Instruction.

- d. It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information that they enter into the Service (including but not limited to the P2P Payment Instructions and name, mobile phone number and/or email address for the Receiver to whom you are attempting to send the P2P Payment Instruction), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient.
- e. You agree that your authorization provided on the Site is conclusive evidence that with regard to each P2P Payment, You authorize and are empowered to authorize Us to submit the P2P Payments on your behalf

6. **Your Representations and Agreements; Indemnity:** With respect to each and every request for a P2P Payment initiated by You, You represent and warrant to Us and agree that:

- a. You are authorized to initiate such request for a P2P Payment and hereby authorize Us to initiate each P2P Payment requested by you in the amount provided that:
- b. Such authorization is operative at all relevant times, including without limitation
- c. at the time you establish the pre-authorization on the Site,
- d. at the time you initiate a P2P payment, and
- e. at the time of transmittal or debiting by Us as provided herein
- f. Your P2P Payments are not prohibited as set forth in Section 7,
- g. You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, and
- h. You shall comply with and perform all of your obligations described in any other applicable Agreement. You shall indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

7. **Prohibited Payments:** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to persons or entities located in prohibited territories (including any territory outside of the United States);
- b. Payments that violate any law, statute, ordinance or regulation;
- c. Payments that violate the Acceptable Use terms
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
- f. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute

money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services;

- g. Tax payments and court ordered payments including but not limited to Alimony and Child Support.
- h. In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to any charity or non-profit organization unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our independent contractors or other third parties to whom we assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in section 5 above of any violations of this section or the Agreement generally

8. **Our Responsibilities, Liability, Limitations on Liability; Indemnity:** In the performance of the services required by this Agreement, We shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. **WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES.** We shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any P2P Payments initiated by You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of a P2P Payment by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Our agent. You agree to indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that We are not responsible for any act or omission of You or any other person described in this Section 5.
- a. IN THE EVENT OF OUR LIABILITY, WE SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY US AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
 - b. Without limiting the generality of the foregoing provisions, We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Our reasonable control. In addition, We shall be excused from failing to transmit or delay in transmitting a P2P Payment if such transmittal would result in Our having exceeded any limitation upon Our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Our reasonable judgment otherwise violating any provision of any present or future risk control program of Ours, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
 - c. Subject to the foregoing limitations, Our liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Our option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that We are responsible for any act or omission of You or any other person described in Section 5.
9. **Inconsistency of Name and Account Number:** You acknowledge and agree that, if a P2P Payment describes the Receiver inconsistently by name and/or account number, P2P Payment may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that Your obligation to pay the amount of the P2P Payment to Us is not excused in such circumstances.
10. **Amendments:** From time to time, we may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective at the time they are posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Additionally, we may, from time to time, revise or enhance the Service and/or related applications, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this

Agreement as to all such prior versions of the Service, and/or related applications, and limit access to the Service's more recent revisions or enhancements.

11. Notices, Instructions, etc.:

- a. Except as otherwise expressly provided herein, We shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.
- b. We shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Site) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.

12. Cooperation in Loss Recovery Efforts: In the event of any damages for which We or You may be liable to each other or a third party pursuant to the services provided under this Agreement, We and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.

13. Entire Agreement: This Agreement is the complete and exclusive statement of the agreement between Us and You with respect to the subject matter hereof and supersedes any prior agreement(s) between Us and You with respect to the subject matter. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which We are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and We shall incur no liability to You as a result of such violation or amendment. No course of dealing between Us and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between Us and You regardless of whatever practices and procedures We and You may use.

14. Text and Email Alerts: You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

- a. **General Provisions for All Text Alerts :** By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Y-12 Federal Credit Union nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call Y-12 Federal Credit Union.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents and agree to its terms.

EasyPay Transfer Money/A2A Disclosure

USER AGREEMENT FOR EASYPAY TRANSFER MONEY (A2A SERVICES) BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR TRANSFERRING FUNDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU (END-USER) AND Y-12 FEDERAL CREDIT UNION. THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY. These terms and conditions (the "Agreement") between you, the depositor (hereafter "You") and Y-12 Federal Credit Union or its designated third-party processor authorize Y-12 Federal Credit Union to initiate credit and debit entries (each an "Entry") by means of the Automated Clearing House (ACH) Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association on your behalf. Each Entry shall be pre-authorized and evidenced by a request initiated electronically as described herein, and will be received by a financial institution with which You have a deposit relationship (an "External Account")

1. **Transmittal of Requests for Entries By You:** You shall transmit requests for transfers, either credit or debit Entries to Y-12 Federal Credit Union via the forms and formats accessible on the Y-12 Federal Credit Union digital banking platforms using EasyPay (EasyPay) Before You will be permitted to submit any request for an Entry, You will be required to agree to this Agreement, and follow the procedures set forth on EasyPay to verify that you are authorized to transact business on the relevant External Account.

2. **Security Procedure:**

- a. You and Y-12 Federal Credit Union shall comply with the security procedure requirements with respect to Entries transmitted by You to Y-12 Federal Credit Union, as well as those required in connection with the On-line Services generally. You acknowledge that the purposes of such security procedures are for authentication and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between Y-12 Federal Credit Union and You. Your verification that the Entry you submit on EasyPay is your agreement to take full and final responsibility for any and all errors relating to or concerning the Entry.
- b. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of requests for Entries. You warrant that no individual will be allowed to initiate transfers on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, EasyPay, the Online Services, or otherwise provided by Y-12 Federal Credit Union. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Y-12 Federal Credit Union immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by Y-12 Federal Credit Union prior to receipt of such notification plus a reasonable time period thereafter for Y-12 Credit Union to act on such notice.

3. **Compliance with Security Procedure:**

- a. If a request for an Entry (or a request for cancellation or amendment of an Entry) received by Y-12 Federal Credit Union purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Y-12 Federal Credit Union, and Y-12 Federal Credit Union shall initiate the Entry on your behalf and, except as limited by applicable law, You shall be obligated to pay Y-12 Federal Credit Union the amount of such Entry even though the Entry (or request) was not authorized by You, provided Y-12 Federal Credit Union accepted the Entry in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such Entry. Y-12 Federal Credit Union shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for an Entry matches the password associated with Your Account on EasyPay.
- b. If a request for an Entry (or request for cancellation or amendment of an Entry) received by Y-12 Federal Credit Union was transmitted or authorized by You, You shall pay Y-12 Federal Credit Union the amount of the Entry, whether or not Financial Institution complied with the security procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Y-12 Federal Credit Union had complied with such procedure.

4. **Processing, Transmittal and Settlement by Y-12 Federal Credit Union:** Except as provided Section 5 Rejection of Entries, Y-12 Federal Credit Union shall (i) process requests for Entries received from You that comply with this Agreement and the Rules, (ii) create Entries on your behalf, and serve as their Originator, as such is defined in the Rules, (vi) transmit such Entries as an Originating Depository Financial Institution to the applicable Automated Clearing House ("the ACH") acting as an Automated Clearing House Operator, and (iii) settle for such Entries as provided in the Rules.

5. **Rejection of Entries:** Y-12 Federal Credit Union may reject any request for an Entry which does not comply with the requirements of Section 1, Transmittal of Requests for Entries by You, or Section 2, Security Procedures. Y-12 Federal Credit Union may reject a request for an Entry for any reason, including without limitation any request for an Entry that fails to comply with its account balance obligations under Section 9, The Account, or the security requirements and procedures on EasyPay or this Agreement. Y-12 Federal Credit Union shall notify You by e-mail to your e-mail account associated with your access to EasyPay, by telephone, and/or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by Y-12 Federal Credit Union to the ACH or, its Effective Entry Date. Y-12 Federal Credit Union shall have no liability to You by reason of the rejection of any such request for an Entry, any actual Entry or the fact that such notice is not given at an earlier time than that provided for herein. Y-12 Federal Credit Union may impose restrictions or terminate your ability to participate in the Service in the event of excessive returns or any other practice it deems to constitute a risk.

6. **Cancellation or Amendment by You:** You shall have no right to cancel or amend any request for an Entry after its receipt by Y-12 Federal Credit Union. EasyPay will prompt you to verify the accuracy of each request prior to its transmission to Y-12 Federal Credit Union. However, if such request is pending, but not transmitted to the ACH, Y-12 Federal Credit Union shall use reasonable efforts to act on a request by You for cancellation or amendment of an Entry prior to transmitting it to the ACH but shall have no liability if such cancellation is not affected. You shall reimburse Y-12 Federal Credit Union for any and all expenses, losses, or damages Y-12 Federal Credit Union may incur in effecting or attempting to affect any request for an Entry, or the cancellation or amendment of an Entry.

7. **Notice of Returned Entries:** Y-12 Federal Credit Union shall notify You by e-mail to your e-mail account associated with your access to EasyPay, by telephone, and/or in writing of the receipt of a returned Entry from the ACH no later than within a reasonable time after Y-12 Federal Credit Union receives such notice. Except for an Entry retransmitted

by You in accordance with the requirements of Section 1, Transmittal of Entries by You, Y-12 Federal Credit Union shall have no obligation to retransmit a returned Entry to the ACH if Y-12 Federal Credit Union complied with the terms of this Agreement with respect to the original Entry. You shall reimburse Y-12 Federal Credit Union for any and all expenses, losses, or damages Y-12 Federal Credit Union relating to or in connection with any returned Entry.

8. **Payment by You for Entries:** You shall ensure the amount of each Entry transmitted to the ACH, for debit transactions with an External financial institution, by Y-12 Federal Credit Union pursuant to this Agreement, is available in the applicable account at such time on the Settlement Date with respect to such Entry.
9. **The Account:** You shall at all times maintain a balance of available funds in the Account sufficient to cover Your payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Your obligations under this Agreement, You agree that Y-12 Federal Credit Union may, without prior notice or demand, debit any account maintained by You with Y-12 Federal Credit Union or any affiliate of Y-12 Federal Credit Union or that Y-12 Federal Credit Union may set off against any amount it owes to You, in order to obtain payment of Your obligations under this Agreement.
10. **Account Reconciliation:** Entries transmitted by Y-12 Federal Credit Union or credited to a Receiver's account maintained with Y-12 Federal Credit Union will be reflected on Your periodic statement issued by Y-12 Federal Credit Union with respect to the Account pursuant to the agreement between Y-12 Federal Credit Union and You. You agree to notify Y-12 Federal Credit Union promptly of any discrepancy between Your records and the information shown on any periodic statement. If You fail to notify Y-12 Federal Credit Union of any discrepancy within thirty (60) days of mailing (or in the case of e-Delivery, making available by Y-12 Federal Credit Union) of a periodic statement containing such information, You agree that Y-12 Federal Credit Union shall not be liable for any other losses resulting from Your failure to give such notice or any loss or interest or any interest equivalent with respect to an Entry shown on such periodic statement, and You shall be precluded from asserting such discrepancy against Y-12 Federal Credit Union, except as limited by applicable law. Notwithstanding the foregoing, in the event of a conflict or inconsistency between this Agreement, or your deposit Agreement with Y-12 Federal Credit Union, Membership Agreement shall control.
11. **Your Representations and Agreements; Indemnity:** With respect to each and every request for an Entry initiated by You, You represent and warrant to Y-12 Federal Credit Union and agrees that
 - a. You are authorized to initiate such request for an Entry and hereby authorize Y-12 Federal Credit Union to initiate each Entry requested by you to initiate the crediting or debiting of the External Account on the Transfer Date shown on such request for an Entry, in the amount provided.
 - b. Such authorization is operative at all relevant times, including without limitation (i) at the time you establish the pre-authorization on EasyPay, (ii) at the time you request an Entry, and (ii) at the time of transmittal or debiting by Y-12 Federal Credit Union as provided herein.
 - c. Requests for Entries transmitted to Y-12 Federal Credit Union by You are limited to those types of Credit Entries set forth in Section 1, Transmittal of Entries by You.
 - d. You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC.
 - e. You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution of final settlement for such Entry.
 - f. You shall comply with and perform all of your obligations described in any other applicable Agreement. You specifically acknowledge that You have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and You shall not be deemed to have paid the Receiver the amount of the Entry. You shall indemnify Y-12 Federal Credit Union against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.
1. **Financial Institution Responsibilities, Liability, Limitations on Liability; Indemnity:** In the performance of the services required by this Agreement, Y-12 Federal Credit Union shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. Y-12 FEDERAL CREDIT UNION SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. Y-12 Federal Credit Union shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any request for Entry received from You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of an Entry by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Y-12 Federal

Credit Union's agent. You agree to indemnify Y-12 Federal Credit Union against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that the Y-12 Federal Credit Union is responsible for any act or omission of You or any other person described in this Section 12(a).

- a. IN THE EVENT OF FINANCIAL INSTITUTION'S LIABILITY, Y-12 FEDERAL CREDIT UNION SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL Y-12 FEDERAL CREDIT UNION BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY Y-12 FEDERAL CREDIT UNION AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM Y-12 FEDERAL CREDIT UNION'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
 - b. Without limiting the generality of the foregoing provisions, Y-12 Federal Credit Union shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Y-12 Federal Credit Union's reasonable control. In addition, Y-12 Federal Credit Union shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Y-12 Federal Credit Union's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Y-12 Federal Credit Union's reasonable judgment otherwise violating any provision of any present or future risk control program of Y-12 Federal Credit Union, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
 - c. Subject to the foregoing limitations, Y-12 Federal Credit Union's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Y-12 Federal Credit Union's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Y-12 Federal Credit Union is responsible for any act or omission of You or any other person described in Section 12(a).
2. **Inconsistency of Name and Account Number:** You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Y-12 Federal Credit Union to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by You, even if it identifies a person different from the named Receiver, and that Your obligation to pay the amount to the Entry to Y-12 Federal Credit Union is not excused in such circumstances.
3. **Notifications of Change:** Y-12 Federal Credit Union shall notify You of all notifications of change received by Y-12 Federal Credit Union relating to requests for Entries transmitted by You by e-mail to your e-mail account associated with your access to EasyPay, by telephone, and/or in writing within a reasonable time after the receipt thereof.
4. **Amendments:** From time-to-time Y-12 Federal Credit Union may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective upon receipt of notice by You or such later date as may be stated in Y-12 Federal Credit Union's notice to You.
5. **Notices, Instructions, etc.:**
 - a. Except as otherwise expressly provided herein, Y-12 Federal Credit Union shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.
 - b. Y-12 Federal Credit Union shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on EasyPay) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.
6. **Evidence of Authorization:** You agree that your authorization provided on EasyPay is conclusive evidence that with regard to each request for an Entry, You authorize and are empowered to authorize Y-12 Federal Credit Union to submit Entries on your behalf, and that you are and continue to be authorized to transact business on each External Account, for which You have established a pre-authorization. In addition, You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.
7. **Cooperation in Loss Recovery Efforts:** In the event of any damages for which Y-12 Federal Credit Union or You may be liable to each other or a third party pursuant to the services provided under this Agreement, Y-12 Federal Credit Union and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.

8. **Termination:** You may terminate this Agreement at any time. Such terminate shall be effective on the second business day following the day of Y-12 Federal Credit Union's receipt of written notice of such termination or such later date as is specified in that notice. Y-12 Federal Credit Union reserves the right to terminate this Agreement immediately upon providing written notice of such termination to You. Any termination of this Agreement shall not affect any of Y-12 Federal Credit Union's rights and Your obligations with respect to Entries initiated by You prior to such termination, or Your payment obligations with respect to services performed by Y-12 Federal Credit Union prior to termination, or any other obligations that survive termination of this Agreement.
9. **Entire Agreement:** This Agreement is the complete and exclusive statement of the agreement between Y-12 Federal Credit Union and You with respect to the subject matter hereof and supersedes any prior agreement(s) between Y-12 Federal Credit Union and You with respect to the subject matter. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Y-12 Federal Credit Union is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Y-12 Federal Credit Union shall incur no liability to You as a result of such violation or amendment. No course of dealing between Y-12 Federal Credit Union and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Y-12 Federal Credit Union and You regardless of whatever practices and procedures Y-12 Federal Credit Union and You may use.
10. **Text and Email Alerts:** You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.
- a. **General Provisions for All Text Alerts:** By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call your Y-12 Federal Credit Union's Member Service.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents and agree to its terms.