

Electronic Disclosure and Signature Agreement

Effective: January 1, 2023

The Electronic Signatures in Global and National Commerce Act (ESIGN) requires your approval before we can provide disclosures, agreements, and notices related to our services to you electronically.

Please read this Electronic Records Disclosure and Agreement carefully and save or print a copy for your records.

Terms: The terms of this Agreement are in addition to the terms of any deposit or loan account agreements you have with us, including but not limited to the Funds Availability, Electronic Fund Transfer, Privacy, Truth-in-Savings Disclosure and Membership Agreement, Rate and Fee disclosures; or c) Loan Agreements and Disclosures (collectively referred to as “Account Disclosures”). This Electronic Disclosure and Agreement (“Agreement”) is the contract which covers your and our rights and responsibilities concerning the electronic disclosure and notification service (“Service”) offered to you by USAlliance Federal Credit Union d/b/a USALLIANCE Financial.

The Service permits you to electronically receive disclosures, agreements, and notices to open a deposit account online, initiate account transactions online, communicate with, and electronically receive disclosures, documents, and records regarding your account(s) with USALLIANCE Financial. In this Agreement, the words “you,” “your,” and “yours” mean those who request and use the Service, including any joint owners or any person authorized to use your accounts, loans, and products and services with us. The words “we,” “us,” and “our” mean USALLIANCE Financial. The words “document”, or “documents” refer to the following collectively: Account Disclosures and agreements, including change of terms notices; loan bills and statements; deposit statements; certificate maturity notices; non-sufficient funds (NSF)/overdraft notices; excessive transaction notices; address notices; delinquency notices; rate change notices; notices of annual and special meetings; tax reporting information; disclosures, agreements, notices and other information related to the opening of an account or loan, or initiation of a product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations; or any other agreement, disclosure, notice, or document USALLIANCE Financial would otherwise send via paper now or in the future. By using the Service, each of you, jointly and severally, agree to the terms and conditions of this Agreement, and any amendments.

SMS Alerts: USAlliance offers members the convenience of SMS/text alerting for many kinds of Online Banking activities. Members can opt in to receive texts when someone logs in to their account. You can cancel SMS alerts at any time by logging in Online Banking and changing your settings. To stop all SMS alerts from Online Banking to a phone number, text STOP from your phone number you no longer wish to receive alerts. We are not liable for carriers delays or undelivered messages. Message and data rates may apply for any message sent you from us and to us from you. The number of messages you receive will depend on the alerts you subscribe to. If you have any questions about your text plan, please contact your wireless provider.

SMS One time Password: When additional authentication is needed to access your account(s) online, One time Passcode (OTP) offers a more convenient and secure identity verification process than answering a security question. OTP sends a numeric code via text message, email, or phone call to your registered mobile

device or email as an additional layer of identity verification to access your online services. This unique code can only be used once and must be entered before you can access your accounts online. Message and data rates may apply for any message sent you from us. If you have any questions about your text plan, please contact your wireless provider.

External Transfers: By enrolling External Accounts in External Transfers, you authorize the Credit Union to obtain information from any financial institution(s) holding your External Account(s) in order to confirm your access to and/or ownership of such accounts. You also authorize the Credit Union to request information regarding you and your External Accounts from other third-party sources to verify your identity and account ownership, to protect against fraud, to confirm your pattern of use or exceptional use, to comply with applicable law, and/or as otherwise reasonably necessary in order for the Credit Union to provide the External Transfers service to you. Please refer to the External Transfer section of USALLIANCE Financial Digital Banking Service Agreement for more information regarding External Transfers.

Electronic Signature (eSignature): You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon, or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any document, agreement, acknowledgement, consent, term, disclosure, or condition constitutes your signature, acceptance, and agreement as if signed by you in writing. Further, you agree that no certification authority or other third-party verification is necessary to validate your electronic signature; and that the lack of such certification or third-party verification will not in any way affect the enforceability of your signature or resulting contract between you and USALLIANCE Financial. You understand and agree that your eSignature executed in conjunction with the electronic submission of your application will be legally binding and such transaction will be considered authorized by you.

Your Consent is Required: By enrolling, you agree to receive documents described above under “Terms” electronically for any account(s) you have with us where you are the primary owner.

System Requirements: To receive the applicable documents electronically you will need:

- An active e-mail account.
- A personal computer or other device which is capable of accessing the Internet or our Mobile Banking App.
- An active Internet Service Provider.
- An Internet Web Browser with capabilities to support a minimum 128-bit encryption.
- A printer or other device capable of printing and/or retaining agreements and documents.
- Software which permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader® (you will need one of the last three versions.) Adobe Acrobat is free software available at www.adobe.com.

System Requirements to Retain Documents: To retain documents for your records, your system must have the ability to either download to your hard drive or print PDF files.

Requesting Paper Copies of Documents: If, after consenting to receive documents electronically you would like paper copies of the documents, you can print them from your Digital Banking account, or contact us using one of the methods under “Contact Information” below to request copies. Refer to the Rate and Fee disclosures for fees for copies of statements or other documents.

Withdrawing Consent for Electronic Documents: If you would like to withdraw your consent to receive future documents electronically, you may toggle the Documents and Statements button off or contact us using one of the methods under “Contact Information” below. If you withdraw your consent to receive documents electronically, the electronic service you are using will become unavailable to you; and your consent will not affect the validity or enforceability of prior electronic documents you received.

Contact Information: If you need to contact us, use one of the following methods:

- E-mail: You can contact us by secure email through the Messages function within your Digital Banking account, or at memberservices@usalliance.org (not a secure e-mail). Any messages containing personal or confidential account information will be sent to the email address you provide.
- Telephone: 800 431-2754 to speak to a Member Service Consultant.
- Postal Mail: USAlliance Federal Credit Union d/b/a USALLIANCE Financial, Attn: Marketing & Digital Banking, 411 Theodore Fremd Ave., Suite 350, Rye, NY 10580-1426.

Updating Your Personal Information: You are responsible for keeping your e-mail address updated. You should keep us informed of any changes in your telephone number, mailing address, or email address by updating your Digital Banking profile or by contacting us using one of the methods listed under “Contact Information” above.

Termination or Changes: We reserve the right, in our sole discretion, to discontinue the provision of your electronic disclosures, or to terminate or change the terms and conditions on which we provide electronic disclosures. We will provide you with notice of any such termination or change as required by law.

USALLIANCE Financial Digital Banking Service Agreement

Effective: July 1, 2023

This Digital Banking Service Agreement (“Service Agreement”) is a contract that establishes the rules covering access to your account(s), and transactions performed, through USALLIANCE Financial’s Digital Banking application. Please read this Service Agreement carefully because it tells you your rights and obligations. You must have the ability to access this Service Agreement electronically and download or print it to retain this information for future reference. The terms and conditions of the deposit agreements and disclosures for each of your USALLIANCE Financial account(s) as well as your other agreements with USALLIANCE Financial, such as loans, continue to apply notwithstanding anything to the contrary in this Service Agreement.

To the extent that you establish your accounts with us and/or Digital Banking primarily for consumer, personal, and household purposes only, this Service 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 using Digital Banking.

You authorize us to charge your designated account for all transfers of funds that you initiate through Digital Banking, and you agree to have sufficient available funds or available credit in your account on the date such transfer is to be performed. You authorize 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.

When you use, access, or permit any other person(s) to use or access Digital Banking, you agree to abide by the terms and conditions of this Service Agreement in its entirety, as may be amended from time to time. By clicking “I Agree” below or using Digital Banking, you acknowledge that you have read and agree to abide by the terms and conditions of this Service Agreement. We may amend or change this Service Agreement at any time, as determined in our sole discretion. 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. If you use Digital Banking after the effective date of a change, your use indicates your agreement with the change(s). A copy of the most current Service Agreement will be available in Digital Banking. We ask you to please review the Service Agreement regularly. If, at any time, you do not agree with the terms and conditions of the Service Agreement, please discontinue your use of Digital Banking.

Digital Banking Features

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

- Transfer funds between your linked USALLIANCE Financial accounts on either a one-time or recurring basis, including making payments to a linked loan;
- Transfer funds from your linked USALLIANCE Financial accounts to most USALLIANCE Financial accounts of other members;
- Make bill payments through our bill payment service;
- Apply for loans;
- Obtain account balance and certain other account information for your USALLIANCE Financial accounts (including share draft, share or other deposit accounts and loan accounts);
- Review transaction information on your accounts;
- Download certain account transactions to your personal computer;
- View online statements;
- View online check images;
- Perform self-service account maintenance such as re-ordering checks, requesting copies of monthly share draft or share statements, stopping payment on checks, updating your address, email address and phone number, and changing your login ID, username and password;
- Send us secure online messages and questions regarding your account.

In our sole discretion, we may, from time to time, introduce new features to Digital 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.

Accessing the Digital Banking Services

You may access your account(s) through the Internet at <https://www.usalliance.org/> or by downloading our Mobile Banking application using your Internet Service Provider. Digital Banking is generally available 24 hours a day, 7 days a week, 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 Digital Banking will be uninterrupted or error-free. At certain times, some or all of Digital Banking may not be available due to system maintenance or unscheduled emergencies. During these times,

you may visit a Credit Union branch, ATM or other CO-OP ATM to conduct your transactions. Our business days are Monday through Friday except for federal banking holidays. Hours and branch locations are subject to change without prior notice. Please inquire with specific branches or visit our website for our business hours.

General Security

You understand the importance of your role in preventing misuse of your account(s) and you agree to regularly examine your USALLIANCE Financial account(s). You agree to protect the confidentiality of your account(s) and account numbers, and your personal identification information. If you suspect that your Digital Banking credentials have been compromised, you agree to access the system and change them or contact USALLIANCE Financial as soon as possible.

Password Security

For security reasons, we will require the use of an individualized password to gain access to your account(s) through Digital Banking. You are solely responsible for controlling the safekeeping of and access to, your Digital Banking credentials. Here are some suggestions:

- Memorize your password and never write it down;
- Try to use random numbers, letters, and symbols for your password;
- Avoid using a password that could be easily guessed by others (your name, your phone number, your date of birth, etc.);
- Change your password on a regular basis;
- Always log out of Digital Banking before leaving your computer unattended;
- Do not instruct Windows to save your password; and
- Change your Digital Banking credentials immediately if you believe they have been compromised.

In our sole discretion, we may change the parameters for passwords used to access Digital Banking without prior notice to you. If we do so, you will be required to change your password the next time you access Digital Banking.

Your Digital Banking credentials are established for security purposes. You understand that you cannot use Digital Banking without Digital Banking Credentials. **YOU AGREE THAT USE OF THE DIGITAL BANKING CREDENTIALS CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. Your password acts as your signature.** All transactions affected by use of Digital Banking 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 Digital Banking Agreement or as otherwise authorized under this Service Agreement.

You should never provide your Digital Banking credentials to a third party. If you do so, you are authorizing that party to conduct transactions on your account(s). Therefore, you are responsible for any transactions, including transfers from your account(s), resulting from you furnishing your Digital Banking credentials to a third party. USALLIANCE Financial will not be liable and will not reimburse you for any losses that may occur as a result of this authorized use of your Digital Banking credentials. For further security information, please visit our Online Security information on our website.

Stop Payments

If a check written on your account, ACH debit, electronic transaction initiated by the use of a check (e.g., point of sale "POS", etc.), or transfer/payment through Digital Banking has not yet been paid, any authorized signer on the account and/or any individual authorized to access your account through Digital Banking, may be able to prevent its being paid by initiating a stop payment order, irrespective of who signed the check or how many authorized signatures were required on the check.

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. For Bill Pay 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 get 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 Digital Banking are not considered accepted until we provide a stop payment confirmation number to you.

The ability to place a stop payment on a check through Digital Banking 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 Credit Union branch during normal business hours. In order to process your request, you must provide us with the exact amount (dollars and cents), check number, account number and payee of the item. 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 or renewal thereof (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 or our failure to stop payment on a check.

Representations and Warranties

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

- All information you provide to us in connection with Digital Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of accessing Digital 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 computer, tablet, or mobile device you will use to access Digital Banking.
- You will not copy, reproduce, distribute, or create derivative works from any content delivered to you through Digital Banking. You will not reverse engineer or reverse compile any technology, including, but not limited to, any software or mobile phone applications associated with Digital Banking.
- You will not use Digital Banking or the content or information delivered through Digital 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 Digital 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 Digital Banking; (i) interfere with or disrupt the use of Digital Banking by any other user; or (j) use Digital Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

- You will use Digital Banking 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 Digital Banking or your breach of any representation or warranty in this Service Agreement.

Illegal Activity

Digital Banking 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 Digital Banking 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 Digital Banking directly or indirectly in an unlawful manner you understand that your access to Digital Banking may be suspended and/or terminated and we may exercise any rights available to us, including, but not limited to, closing your accounts with us.

Confidentiality

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 credit bureau or merchant;
- In order to comply with government agency or court orders or other legal process; or
- If you give us your prior oral or written permission.

Further information regarding our privacy practices can be found in our privacy policy, and on our **website**, at <https://www.usalliance.org/privacy-policy>.

Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED IN THIS SERVICE AGREEMENT OR AS REQUIRED BY LAW, DIGITAL BANKING SERVICES 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 DIGITAL BANKING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE DIGITAL BANKING SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES 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.

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, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO THE DIGITAL 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.

Risk of Loss

In the event of a system failure or interruption affecting Digital Banking, 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 Digital 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.

Indemnification

You agree to defend, indemnify and hold harmless USALLIANCE Financial, our subsidiaries and affiliates, successors and assigns, all officers and employees thereof, and our service providers ("Related Persons"), from any and all third-party actions, 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 Digital Banking 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 Service Agreement by you or anyone permitted by you to access or use Digital Banking; and/or

- any violation of law or rights of a third party by you or anyone permitted by you to access or use Digital Banking.

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 Digital Banking by you or a joint account owner or other authorized person.

The obligations contained in this section shall survive termination of this Service Agreement.

Recording of Calls and Electronic Communications

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

TCPA Consent

In order for USALLIANCE Financial (USALLIANCE) or any of our affiliates, agents, assigns and service providers, to provide the best products and services to our members and potential members, we may from time to time make calls and/or send text messages to you at any telephone number associated with your account, including wireless telephone numbers. In these instances, standard carrier rates will apply which may result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. In addition, USALLIANCE may send emails to you at any e-mail address you provide us or use other electronic means of communication to the extent permitted by law. USALLIANCE can record your consent to contact authorization via online loan and membership applications, over the telephone on a recorded line or in writing.

You have the right to revoke this authorization at any time by sending an email to memberservices@usalliance.org, calling member services at 800-431-2754, or visiting a USALLIANCE branch.

Links to Third-Party Sites

Our Digital Banking services may provide 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 its members, we do not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that the Credit Union, and its affiliates and partners, are not responsible for the 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.

Disputes

In the event of a dispute regarding Digital Banking or this Service Agreement, you and we agree to resolve the dispute by looking to this Service Agreement and the Arbitration and Class Action Waiver provision in the Truth-in-Savings Disclosure and Membership Agreement provided to you. You agree that this Service Agreement is the complete and exclusive statement of the agreement between you and us, 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 Service Agreement.

Governing Law

This Service 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 New York, without regard to its conflicts of laws provision. You agree that any claim or dispute you may have against us not subject to the Arbitration and Class Action provision in the Truth-in-Savings Disclosure shall be subject to the exclusive jurisdiction of the state or federal courts located in Westchester County, New York. You agree to submit to the personal jurisdiction of the courts located within Westchester County, New York for the purpose of litigating all such claims or disputes.

Statements and Receipts

Your statement will reflect all checking and regular savings information. Receipts are not issued for Digital Banking transactions, nor for entries received via the Automated Clearing House (ACH); however, each transaction will be clearly identified on your statement of account.

Liability for Unauthorized Transactions on Consumer Accounts

Please notify us at once if you believe your login ID and/or password allowing access to Digital Banking has been lost or stolen or if your statement shows an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way to limit your liability. You could be liable for the total amount in your accounts (plus your maximum overdraft line of credit if you have one with us). If you tell us within 60 days of our sending your statement, you can lose no more than \$50 if someone used your debit card without your permission. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the close of the 60 days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your or a member of your family's death or serious illness, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60 day period, we will extend the 60 day period by a reasonable period.

How to Notify the Credit Union in the Event of an Unauthorized Transaction

If you believe your login ID and/or password has been stolen, or someone may perform unauthorized transactions on your account, please call 800 431-2754 or write us at: 411 Theodore Fremd Ave., Suite 350, Rye, NY 10580-1426.

Our Liability for Failure to Make Transfer

If a transfer request is submitted and we do not complete the transfer to or from your account on time or in the correct amount according to our Service Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If your account is closed or if it has been frozen.
- 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 the payee or transferee mishandles or delays a payment sent through Digital Banking.
- If the transfer would go over the credit limit on your overdraft line.
- If Digital Banking or the system were not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

- If the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction.
- If your login ID and/or password has been entered incorrectly.
- If your login ID and/or password has been reported lost or stolen and we have blocked the account.
- If the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.
- There may be other exceptions we may establish in addition to those 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 DIGITAL BANKING. 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.

Error Resolution

In case of errors or questions about your electronic transfers, telephone us at: 800 431-2754 or write us at: 411 Theodore Fremd Ave., Suite 350, Rye, NY 10580-1426. Tell us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within 10* business days after we hear from you and will correct any error promptly. If we need more time, however we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within 10* business days for the

amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have 90 days instead of 45 days to investigate.

Responsibility for Transactions

You are responsible for all transactions you make with your login ID and password or that you authorize another person to make with the login ID and password. You understand that if you disclose your login ID and password to anyone, they will have access to all accounts identified by your account number. If the account is a joint account, all transactions involving the account are binding on all account holders.

You understand and agree that you will be responsible for all transactions that you make and/or initiate, including fraudulent transactions where you initiate the transaction but are the victim of fraud or transactions you initiate in error.

Responsibility to Confirm Transactions

You are responsible for ensuring that you receive a successful confirmation for transactions that you make within Digital Banking. You agree to note the date and time and/or maintain a receipt for your records. You are also responsible for ensuring that funds are available to cover future and recurring transfers that you set up.

Fees

Refer to the Fee Schedule for fees related to this service. These fees may be changed from time to time with advance notice to you as required by applicable law and can be found on our website at <https://www.usalliance.org/>. If you have any questions, please call (800) 431-2754, and a Member Service Consultant will assist you.

Amendment and Termination of USALLIANCE Financial's Digital Banking Agreement

USALLIANCE Financial reserves the right to change this Agreement at any time by notice mailed to you at the last address shown on USALLIANCE Financial's records, posting notice in USALLIANCE Financial branch offices, or as otherwise permitted by law. USALLIANCE Financial has the right to terminate this Agreement for any reason, at any time. You may terminate this Agreement by written notice to USALLIANCE Financial. This notice can be delivered by mail to: USAlliance Federal Credit Union d/b/a USALLIANCE Financial, Attn: Marketing & Digital Banking, 411 Theodore Fremd Ave., Suite 350, Rye, NY 10580-1426, or secure email through the Messages function in Digital Banking. USALLIANCE Financial is not responsible for any activity, including payments made before USALLIANCE Financial has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by USALLIANCE Financial on your behalf.

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 Digital Banking 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 and we have the right to apply such deposits to any money you owe. If any legal action is required to enforce any provision of this Service Agreement or 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 Service Agreement.

Bill Pay

USALLIANCE Financial offers Bill Pay services through CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc. Refer to the Bill Pay Service Agreement for the terms and conditions of using this service. This service will be activated when you click on the Bill Pay tab within your Digital Banking and agree to the terms and conditions specific to the Bill Pay service.

External Transfers

By enrolling External Accounts in External Transfers, you authorize the Credit Union to obtain information from any financial institution(s) holding your External Account(s) in order to confirm your access to and/or ownership of such accounts. You also authorize the Credit Union to request information regarding you and your External Accounts from other third-party sources to verify your identity and account ownership, to protect against fraud, to confirm your pattern of use or exceptional use, to comply with applicable law, and/or as otherwise reasonably necessary in order for the Credit Union to provide the External Transfers service to you. The Credit Union is under no obligation to you, or any other person, to verify or confirm your identity, registration information, or your ownership of the External Accounts, or to confirm that your Credit Union deposit accounts and the External Account(s) are held in the same name and/or legal capacity. You represent and warrant your Credit Union accounts and the External Account(s) are held in the same name or legal capacity and/or you have the authority to make deposits to and withdrawals from such account(s). You agree to provide true, accurate, current, and complete information about yourself and your External Accounts. You agree to not misrepresent your identity or your account information. When we enable External Transfers, we will advise you of what your verification method will be. You will be asked to provide proof that you are authorized on the External Account. You will be required to login to the External Account using the credentials you have established for that External Account and validate your ownership of the External Account. This proof may include providing your account information and additional information to validate your ownership of the External Account, or in the alternative, your External Account may receive two (2) small ACH credits for an undisclosed amount and you will need to enter the amount of the credits in the "Manage External Transfer" section of Digital Banking within seven (7) business days in order to complete the verification process. We reserve the right to require other methods of verification which we deem acceptable in our sole discretion.

The External Transfers service is available for funds transfers to verified accounts in the United States only and transfers are made in U.S. dollars only. You understand the Credit Union has a variety of banking channels and means by which to make External Transfers. In most cases the Credit Union will use the ACH Network to execute your requests, however the Credit Union specifically reserves the right to utilize other methods of transfer. You agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, CHIPS or the ACH Network as published by the National Automated Clearinghouse Association (NACHA), and the Federal Reserve Banking System. You agree not to affect any funds transfers from or to an account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, to rules or regulations designated to prevent the

transfer of funds in violation of OFAC regulations. You further expressly agree not to originate any transactions which violate the laws of the United States of America. The Credit Union reserves the right to terminate or suspend your access to the External Transfers Service should you be in violation of any of the applicable rules and regulations governing the ACH Network, including but not limited to the NACHA Operating Rules.

Dollar limits may be adjusted at any time by the Credit Union based on your account transactions, and such other factors as the Credit Union may determine to apply in its sole discretion. You agree that in the event that we determine that there are risks associated with an External Transfers transaction, or if we determine that you no longer qualify for this service, we may delay or cancel any transfer, or request that you contact us to provide additional details on the transfer before it is initiated or funds are released.

You agree that you will have sufficient available funds in the designated Eligible Account to cover all outbound transfers on the date scheduled. If your Eligible Account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you will be liable for any overdraft and NSF fees, as set forth in your account agreement and the Credit Union Fee Schedule. The fact that we may honor outbound transfer requests that overdraw the available account balance does not obligate us to do so later. Regardless of whether or not we elect to initiate the transfer, you agree to pay all related fees as disclosed in your account agreement and Fee Schedule.

While the Credit Union will make all reasonable efforts to ensure your transfer requests are processed in a timely manner, the Credit Union expressly reserves the right to hold funds beyond the periods set forth.

The Credit Union may reject any request for transfer at any time for any reason, at its sole discretion. If the Credit Union rejects an External Transfers transfer request for any reason, you will be informed during your online session or via a secure message within our digital banking platform soon thereafter.

You may cancel or amend a transfer request only if the Credit Union receives your notice of such cancellation or amendment prior to the execution of the transfer and at a time which provides the Credit Union with a reasonable opportunity to act upon such notice. The Credit Union will not be liable to you for any loss resulting from the failure of another financial institution to agree to the recall or amend of your transfer request. The Credit Union will not be responsible for any delay, failure to execute, or failed execution of a transfer request due to circumstances beyond its control, including without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your request or execution of such request, whether caused by power failures, equipment malfunctions, or acts or omissions of any intermediary beneficiary financial institution. The Credit Union makes no warranties, express or implied, including the failure of any intermediary or beneficiary financial institution to credit you or your beneficiary with the amount of the external funds transfer after receipt of same with respect to any matter.

You acknowledge and agree the Credit Union is relying upon the information you provide in originating a transfer on your behalf. Errors in the information are your responsibility, including incorrect or inconsistent account names, numbers, ABA information, or the name of financial institution holding your External Account. You understand and agree if your instructions identify an External Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand some financial institutions holding your External Accounts may not investigate discrepancies between names and numbers. In addition, you agree that the Credit Union has no responsibility to investigate discrepancies between names and account numbers in this or any other instance.

You agree to pay all transfer and related fees, e.g., NSF, stop payment, and research fees, as published from time to time in the Credit Union Fee Schedule.

In the event the Credit Union, at any time, incurs a problem with your use of the External Transfers service, including without limitation, a failure to debit any of your accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy the Credit Union may have under these terms and conditions or otherwise, the Credit Union reserves the right to suspend your use of the External Transfers service, immediately, and without prior notice to you. You understand and agree such action is reasonable for the Credit Union to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of the External Transfers service by calling 800 431-2754, or by writing to us at USAlliance Financial; 411 Theodore Fremd Ave., Suite 350, Rye, NY 10580-1426. The Credit Union reserves the right, in its sole discretion, to grant or deny reinstatement of your use of the External Transfers service. In the event the Credit Union agrees to reinstate the External Transfers service, the Credit Union reserves the right to reinstate the External Transfers Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the External Transfers service, the Credit Union may, in its sole discretion, thereafter restore your ability to effect transfers subject to higher limits as then may be in effect.

Loan Payment from an External Account

The Loan Payment function allows you to make a payment on your USAlliance loan or credit card account with funds from another U.S. financial institution. Your relationship with another financial institution is independent of your relationship with USAlliance. In order to use this feature, you must register an external account from which funds will be withdrawn. You can register an account using the routing and account number from your other financial institution. You can also use your Visa Debit card issued by your other financial institution. Payment by a credit card is not permitted. You may register multiple accounts if you choose. You are responsible for the accuracy of the account information that you provide and which we will rely upon. You warrant that you are an owner of any registered external account with full authority to initiate transactions on the account. Each time you use this service, you explicitly authorize USAlliance to electronically debit the account you designate using established payment channels including the Automated Clearing House and Visa payment processing systems. You should confirm with your other financial institution that your external account(s) is eligible to receive this type of transaction. For example, some financial institutions might not allow you to perform this type of withdrawal from a savings or money market account.

The Loan Payment system accepts payments for processing on any business day Monday through Friday excluding holidays. Payments entered after 5:00 pm EST will be credited to your loan on the next business day. When paying by your Visa Debit card, the transaction will be authorized immediately and your other financial institution may deduct those funds from your account immediately without regard to our 5:00 pm EST cut-off time. When you make a payment using your routing number and account number, you can also schedule a payment for a future business date. Payments scheduled for a future date may be cancelled or modified anytime up to 2:00 pm EST on the business day it is scheduled to process. You can make a payment for any amount up to the full principal balance of your account. Your other financial institution may have a lower transaction limit that applies when using your Visa Debit card. Payments for your full principal balance will not be applied as a pay-off that will close your loan account. Payments may not appear on your loan until the day following the business day your payment is effective. You warrant that there will be sufficient funds available in your external account on the scheduled payment date and you agree you are responsible for any and all fees and charges assessed by your other financial institution. If

any payment is dishonored or rejected for any reason, you will be charged a return item fee and the payment will be reversed on your loan, which could cause your loan payment to be late and cause fees or charges to be assessed. You will also be responsible for making a new payment. The credit union reserves the right to terminate your use of this service at any time without notice.

Card Controls

The Terms and Conditions herein apply when you choose to use the ancillary services described below in connection with your eligible USALLIANCE Financial ATM, Credit, or Debit Card within the Card Controls feature of USALLIANCE Financial Digital Banking. As explained in greater detail below, these additional digital banking services allow you to change your Card PIN, lock/unlock your Card, add your Card to your mobile wallet, issue a travel notification on your Card and request a new or replacement Card (individually and collectively, the “Service(s)”). The words “you” and “your” in these Terms and Conditions mean the cardholder of the USALLIANCE Financial ATM, Debit, or Credit Card (the “Card”). The words “we”, “us”, and “our” mean USALLIANCE Financial.

1. Eligible Accounts

Card Controls are currently available inside USALLIANCE Financial Digital Banking to account holders who have a permanent residence in the United States and are enrolled in USALLIANCE Financial Digital Banking and have an account with a corresponding card. Account holders without a permanent residence in the United States, and/or business banking customers, can visit a convenient USALLIANCE Financial branch location or contact Member Services for assistance with any of the functions provided by the Services.

2. Changing your PIN

This Service may be used to change the Personal Identification Number (PIN) associated with your Debit Card. To ensure the security of your account, you will be required to enter your current PIN prior to making any changes.

You agree that you will not give your PIN or make it available to another person or authorize someone else to use your PIN. Notify us immediately by contacting Member Services if you believe that your device or PIN has been compromised.

3. Locking your Card

If you are unable to locate your Card or feel it has been temporarily misplaced, you may lock your Card by using this Service. When you lock your Card, you will not be able to use your Card for any transactions. Your Card will remain locked until you update its status. Placing a lock on your Card is intended to be used temporarily and should not be done in lieu of closing a Card that has been lost or stolen. A Card that is locked by you using this Service can only be unlocked by you using this Service. If your Card has been lost or stolen, please contact Member Services to cancel your Card and request a replacement card. You may also cancel your Card and have a replacement card issued by using the “Request New Card” Service described in these Terms and Conditions. However, a replacement card cannot be issued for a damaged Card that is in a locked status.

4. Replacing your Card

If your Card is damaged, lost or stolen, you may request a replacement card using this Service. When replacing a lost or stolen Card the existing Card will be closed and a new Card number will be generated. The replacement Card will be mailed to the address that USALLIANCE Financial has on record for your account. You will be asked to verify this address when you request a new card. Your address cannot be changed using the Service. If the address listed is incorrect, please contact Member Services to update it. You may be

charged a fee when a replacement card is issued, as provided in the other agreements applicable to your Card and checking account. Please refer to USALLIANCE Financial [Fee Schedule](#) and the [Truth in Savings Disclosure and Membership Agreement](#) for additional information.

5. Reporting Unauthorized Transactions

Requesting a replacement card for a lost or stolen Card through Card Controls will allow you to notify USALLIANCE Financial of recent unauthorized transactions on your account. If there are any additional unauthorized transactions on your account, you must provide us with timely notice of these transactions pursuant to the terms and conditions of the other agreements applicable to your Card and/or account. If your card has unauthorized charges or appears to have been compromised in any way, please call:

- ATM/Debit Card - within the U.S. [\(800\) 754-4128](#)
- ATM/Debit Card - Collect from Overseas [\(727\) 227-9012](#)
- Credit Card - within the U.S. [\(877\) 205-3192](#)
- Credit Card – Collect from Overseas [\(727\) 570-4899](#)

Please refer to the other agreements that govern your Card and checking account for additional terms and conditions applicable to the reporting and investigation of unauthorized transactions.

6. Placing a Travel Notification

If you will be using your Card outside of your normal geographic purchasing area, you may place a travel notification on your Card. You may incur fees and other charges for international Card transactions pursuant to the terms of the other agreements applicable to your Card and deposit account. Please refer to USALLIANCE Financial [Fee Schedule](#) and the [Truth in Savings Disclosure and Membership Agreement](#) for additional information.

Assignment

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

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.

Severability and Headings

If any part of this Service Agreement should be held to be unenforceable, the remaining provisions of this Service 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 Service Agreement.

Inactive Logins

USALLIANCE Financial may purge your Digital Banking profile after 365 days of inactivity without further notification.

USAlliance Federal Credit Union is doing business as USALLIANCE Financial