

S. C. State Federal Credit Union Online and Mobile Services Agreement and Disclosure

This Agreement is the contract which covers your and our rights and responsibilities concerning the online and mobile services offered to you by S. C. State Federal Credit Union ("Credit Union"). Online and mobile services ("Services") permit you to electronically initiate account transactions and bill payments involving your accounts and communicate with the Credit Union. In this Agreement, the words "you" and "yours" mean those who request and use the Online Banking, Mobile Banking and Bill Payer services, any joint owners of accounts accessed under this Agreement or any authorized users of this service. You agree that all accounts and services will be for personal, family and household purposes. If we in our discretion ascertain other use such as commercial, we may require the account(s)/services(s) be closed. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more deposit or loan accounts you have with the Credit Union. By requesting and using the Services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. In addition to the terms herein, you acknowledge the receipt and incorporation herein of the terms of your Membership Agreement with the Credit Union, which shall also govern our relationship with you. To the extent that the terms of a specific provision this Agreement vary from the terms set forth in the Membership Agreement, the specific terms and conditions of this Agreement will govern our relationship with you with regard to the services specially described herein.

1. Online Banking, Mobile Banking and Bill Pay Services.

a. Account Access. If we approve your request for any combination of Online Banking, Mobile Banking, and Bill Pay services, you may use your personal computer, smartphone, tablet, or other device ("Device") to access your accounts through the Internet. You must use your access code along with your username, password, and/or member number to access your accounts. SCU will attempt to make the Services accessible seven (7) days a week, 24 hours a day, although factors out of our control may delay or temporarily hinder use of the Service. You will need a Device and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of your Device. The Credit Union will not be responsible for any errors or failures involving any telephone or network service or your Device.

b. Types of Transactions. At the present time, you may use the Services to:

- Transfer funds between your deposit and loan accounts.
- Transfer funds to and from accounts owned by you at another Financial Institution and your owned accounts with us.
- Transfer funds from your accounts with us to other individuals via a Person 2 Person service.
- Review account balance, transaction history, direct deposit and tax information for any of your Checking or Savings accounts.
- Review information on any loan account including payoff amounts, due dates, finance charges, interest rate, and balance information.
- Review past statements of yours up to 13 months from eStatement enrollment.
- Make bill payment transfers to authorized creditors through the Bill Payer service.
- Communicate with the Credit Union using the electronic mail (E-mail) feature including stop payment requests and other transactions permitted by the Credit Union.
- Make loan payments to your SCU loan from an account owned by you at another Financial Institution.

Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

c. Service Limitations. The following limitations on transactions may apply in using the Services:

(i) Transfers. You may make internal funds transfers to other accounts of yours as often as you like. However, transfers from your Savings account and Money Market account will be limited to a total of six (6) in any one month, as described by Regulation D. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

(ii) Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

(iii) E-Mail. The Credit Union may not immediately receive E-mail communications that you send, and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message, successfully authenticates you, and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call us at the telephone number listed below. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions before a bill is due excluding any grace periods. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

You may cancel or stop payment on one-time, manual, and automatic bill payment instructions under certain circumstances. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a bill payment that you have already scheduled for transmission through the Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation request must be entered and transmitted through the Bill Pay service prior to the start of processing for the requested payment. If your request is not entered in a timely fashion, you will be responsible for the payment.

If you wish to place an oral stop payment on an automatic bill payment transaction other than through the Bill Pay service, the Credit Union must receive your oral stop payment request at least three (3) business days before the payment is scheduled to start processing. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. If these payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment, when the payment will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set. If you order us to stop one of these payments and comply with the above timelines, and we do not do so, we will be liable for your losses or damages.

Inappropriate Transactions. You warrant and agree that you will not use any Service or any other Credit Union Accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise

proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

2. Security of Access Code. The username, password ("credentials"), access code ("access code") or other means of authentication that we may provide that you select is for your security purposes. All are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your online credentials. You agree not to disclose or otherwise make your credentials or access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your credentials or access code that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these credentials and the Credit Union suffers a loss, we may terminate your Services immediately.

3. Liability for Unauthorized Access. You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use the Services, your credentials, or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. This includes approving multi-factor authentication for a new device. However, tell us at once if you believe anyone has used your access code or accessed your accounts through the Services without your authorization. Telephoning or visiting a branch is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose not more than \$50 if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Online Banking, Mobile Banking, or Bill Pay transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

If you believe that someone has used your access code or has transferred or may transfer money from your account without your permission, call the Credit Union at:

800-868-8740 or 803-343-0300

Email the Credit Union at:

info@scscu.com

Or write the Credit Union at:

State Credit Union
P.O. Box 726
Columbia, SC 29202

4. Business Days. Our business days are Monday through Friday. Federal holidays are not included.

5. Fees and Charges. There are no fees or charges for Online Banking or Bill Pay. Other ancillary products may contain a fee for certain functions.

6. Periodic Statements. Transfers, withdrawals, and bill payments transacted through the Services will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

7. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant;
- c. To comply with government agency or court orders;
- d. If you give us your express permission.

8. Credit Union Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, the Credit Union will not be liable:

- a. If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- b. If you used the wrong access code or you have not properly followed any applicable computer, Internet, or Credit Union user instructions for making transactions.
- c. If your Device fails or malfunctions or the Service was not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- e. If the funds in your account are subject to an administrative hold, legal process or other claim.
- f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- g. If the error was caused by a system beyond the Credit Union's control such as a telecommunication system or an Internet service provider.
- h. If there are other exceptions as established by the Credit Union from time to time.

9. Termination of Services. You agree that we may terminate this Agreement and your use of the Services if you or any authorized user of your account or access code breaches this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or access code; or for any reason we deem necessary and proper. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the by the third business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

10. Notices. The Credit Union reserves the right to change the terms and conditions upon which the Services are offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of the Services is subject to existing regulations governing your accounts and any future changes to those regulations. You agree that any electronic messages or records you transmit or create may be usable for any subsequent reference in the event of any dispute regarding your account or any account transaction.

11. Billing Errors. In case of errors or questions about your Online Banking, Mobile Banking or Bill Pay transactions, telephone us at the phone number, email or write to us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

a. Tell us your name and account number.

b. Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) calendar days. We will tell you the results of our investigation within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account. For transactions initiated outside the United States, we will have twenty (20) business days instead of ten (10) business days, and ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question.

12. Consent to Electronic Disclosures and Notices. By entering into this Agreement, you consent to receive disclosures and notices required by federal consumer protection laws and regulations in electronic form, as provided for in the Electronic Signatures in Global and National Commerce Act (E-SIGN Act). These disclosures and notices can include deposit account or loan agreements and disclosures, terms and conditions, loan documents, periodic statements, periodic notices, tax information, and other information provided to you by the Credit Union in relation to your Accounts and transactions with us. With your consent, we will provide disclosures and notices by (a) displaying or delivering them electronically and (b) requesting that you print or download them to retain them for your records. Your consent also permits the general use of electronic records and electronic signatures in connection with your accounts and transactions with the Credit Union. The following terms and conditions apply to electronic disclosures and notices:

If you consent to electronic delivery of disclosures and notices, you may withdraw that consent at any time. However, if you withdraw your consent, we may not be able to continue to offer some or all of the Services under this Agreement, which are conditioned upon the use of electronic disclosures, notices, records, or signatures.

a. If you consent to electronic delivery of disclosures and notices, that consent applies to all disclosures and notices we give you in connection with any of your accounts or transactions with the Credit Union.

b. You agree to print or download disclosures and notices when we advise you to do so and retain them for your records.

c. You may request to receive disclosures or notices on paper at any time, but we may charge a fee for production of paper documents.

d. You agree to maintain current contact information by providing a valid e-mail address and promptly notifying the Credit Union of any change in e-mail address, physical address, or telephone number. You acknowledge that if you fail to provide correct contact information, the Credit Union has no liability for failure to deliver any disclosures or notices. At our option, we may consider your provision of an invalid e-mail address as withdrawal of your consent to receive electronic disclosures and notices.

e. You agree to call us at the telephone number or write us at the mailing address shown above, or e-mail us at info@scscu.com to update your contact information, to request paper copies, or to withdraw your consent to receive electronic disclosures and notices.

f. Your consent does not mean that the Credit Union must provide disclosures and notices electronically. We may, at our option, deliver disclosures and notices on paper or by other non-electronic means. We may also require that certain communications from you be delivered to us on paper at a specified address.

g. You agree that you have hardware and software that meets the minimum requirements for receipt of electronic disclosures and notices, including:

- A Device which is capable of accessing the Internet and able to send e-mail and receive e-mail with hyperlinks to websites and attached files;
- A current secure browser that supports TLS protocol along with a current and up-to-date anti-virus program. You are responsible for the set-up and maintenance of your device, which supports the encryption requirements of our home banking systems;
- Software which permits you to access, view, download, and store electronic files in Portable Document Format (.pdf) format, such as Adobe® Acrobat Reader® and above (available at <http://www.adobe.com/products/acrobat/readstep2.html>).

h. By accessing this Agreement, you are verifying that your Device has the necessary hardware and software described above to permit you to receive, view, and download electronic disclosures and notices from the Credit Union.

i. If, after you consent to receive electronic disclosures and notices, the Credit Union changes the hardware or software requirements needed to access or retain electronic disclosures and notices we will provide you with a statement of revised hardware and software requirements.

13. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you.

This Agreement shall be governed by and construed under the laws of the state of South Carolina as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to South Carolina law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision shall be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

