

Electronic Signature Agreement

If you contract with Founders Federal Credit Union (hereinafter known as “we,” “us,” “our,” and “the Credit Union”) electronically or otherwise request documentation or disclosures electronically, you consent and agree that we may provide all disclosures, agreements, contracts, statements, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (collectively referred to as "electronic record(s)"). Your consent applies to all electronic records provided now and, in the future, unless specifically disclosed.

Electronic records will be provided to you electronically though email with the text of the documents embedded in the text of the email message or as an attachment contained within the email, or by posting such documents on our website or online banking service and notifying you that the documents have been posted. You have a right to request and receive a paper copy of any electronic record if that right is provided under applicable law. Call us at 800-845-1614, write to us at 737 Plantation Road, Lancaster, SC 29720, or visit your local Founders Federal Credit Union office, if you would like to receive a paper copy of any electronic record. Paper copies are subject to the fees listed on the Truth-in-Savings Rates and Fees Schedule. You agree to notify us of any email change via secure message through Founders Online, through our website at foundersfcu.com/contact-information or in writing by mailing a letter to the Credit Union at the above address. You may also withdraw your consent and revoke your agreement to receive electronic records by opting out of eStatements and eNotices via Founders Online or by contacting us using the methods described above. Withdrawal of your consent will not affect the legal validity and enforceability of previously provided electronic records.

Hardware and Software Requirements

To access Founders Online services, login to our website at foundersfcu.com or by using the Founders FCU mobile app.

Compatibility Key

<u>Compatibility</u>	<u>Description</u>
Recommended	Provides the ideal experience.
Supported	May have minor behavioral or cosmetic differences.
Limited support	May have behavioral or cosmetic differences. May not address bugs unless they block a task, present security concerns, or compromise data.
Unsupported	Results may be inconsistent not compatible.

System Requirements

The computer you use must meet the following minimum requirements:

- Microsoft Windows 10 or later or Mac OS X 10.10 or later.
- Available browser updates applied for improved security that provide anti-virus and spyware protection.
- An internet connection with a minimum of 1 Mbps download speed.

Note: Satellite connections often have difficulty supporting Hypertext Transfer Protocol Secure (HTTPS) applications. Since Founders Online is HTTPS-encrypted for the safety of your financial information, some satellite cable connections may exhibit slow responses.

Browser Requirements

<u>Browser</u>	<u>Windows</u>	<u>Mac OS</u>
Google Chrome	Recommended	Recommended
Mozilla Firefox	Supported	Supported
Microsoft Edge	Supported	Unsupported
Apple Safari	Unsupported	Supported

(Current and previous two major versions)

The operating systems, connection types and camera resolutions compatible with Founders Online which you can download from the Apple Store (for iOS devices) or Google Play (for Android™ devices) are described below.

Requirements:

- ✓ A valid email address and telephone number.
- ✓ Founders App functions best when the GPS or native mapping app (also called Location Services) is enabled.

- ✓ To deposit checks in the Founders App, you must have a mobile device with a rear-facing camera with a resolution of at least 5 megapixels.
- ✓ While users on unsupported OS versions can still access Founders Online using a mobile browser at foundersfcu.com, they will not have access to native app features, such as Mobile Remote Deposit Capture (mRDC) or biometric authentication.
- ✓ Devices that do not have Location Services or native mapping applications do not support office/ATM location functionality.

Android O S Requirements

Version	UUX 4.x
Android 9.x and later	Supported
Android 8.x	Limited support

Apple iOS App Requirements

Version	UUX 4.x
iOS 15.x and later	Supported
iOS 14.x	Limited support

WatchOS App Requirements

Version	UUX 4.x
WatchOS 8.x and later	Supported
WatchOS 7.x	Limited support

Mobile Connectivity Requirements

Connectivity	UUX 4.x
5G	Supported
4G LTE	Supported
Wi-Fi	Supported

Biometric Requirements

You can use Fingerprint Login, Touch ID, or Face ID to log in to the Founders Online app.

The Fingerprint Login feature is based on the fingerprint API introduced with Android 6.0 Marshmallow. Some Samsung and Nexus phones do not support Android's API, even though they include the hardware on the phone. These devices are not supported by the Fingerprint Login feature.

Fingerprint Login is a free feature currently only available for login authentication on eligible Android devices. To use this feature, you must meet the following operating system, hardware, and release requirements:

- Samsung Galaxy S7 or later
- Google Nexus 7 or later
- Google Pixel first generation or later
- User registration with Fingerprint Login at the device level

Touch ID and Face ID are only available for login authentication on supported Apple iOS devices and require user registration of the feature at the device level.

These are the present minimum requirements that are required to access and use the system, which may change without notice. We make no warranty or representation regarding the access speed that you will have now or in the future, as such is beyond the control of the Credit Union (depending largely on your computer system and internet speed). Minimum system requirements are subject to change without notice as the technology changes.

PDF Reader Requirements

We recommend the most recent version of Adobe Reader available for desktop and mobile devices. If you choose to use a third-party PDF application, we cannot guarantee documents will appear as intended.

Your Ability to Access Disclosures

By completing and submitting your request, you acknowledge that you can access the electronic records in the methods described above.

Mobile Banking Agreement and Disclosure

This Mobile Banking Agreement and Disclosure amends the online banking section of your Membership Agreement and Disclosures with the Credit Union and contains the terms that govern your use of the Credit Union's mobile banking service ("Mobile Banking"). You may use this service to access your accounts on a mobile device. "Device" means any mobile device, desktop, terminal, or other electronic device to access Mobile Banking. By using Mobile Banking to access an account, you are agreeing to the terms of this Agreement.

Other Agreements:

This Mobile Banking Agreement and Disclosure supplements the other account agreements and disclosures provided at the time you opened your account, including the Membership Agreement and Disclosures and the Truth-in-Savings Rates and Fees Schedule. You should review those documents carefully, as they include transaction limitations and fees which might apply to your use of Mobile Banking. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements.

Fees and Data Rates:

We do not charge a fee for Mobile Banking. Standard data rates from your mobile service provider may also apply. We are not responsible for any fees or charges imposed by your mobile service provider or any other third party.

Text Banking:

Founders offers mobile access to your eligible account information over SMS, as well as the option to set up alerts for your accounts. You may select the type of alerts and other preferences which will impact, together with your account data, the frequency of alerts delivered to you. This program will be on-going. You may opt out of this program at any time.

Description of Service:

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services to our account holders. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Credit Union account information, transfer funds, view account balances, view account detail and history, and account maintenance.

We reserve the right to limit the types and number of accounts eligible for mobile banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supported for all Devices. The Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

Enrollment and Use of Service:

To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then register your mobile device within the Online Banking system. To activate Mobile Banking, you must follow the instructions at the Online Banking website. You may be required to enter passwords and/or PINs to access Mobile Banking.

You agree to accept responsibility for making sure you understand how to use Mobile Banking and that you will contact us directly if you have any problems with Mobile Banking. You will also accept responsibility for making sure that you know how to properly use your Device, and Credit Union will not be liable to you for any losses caused by your failure to properly use the Service or your Device. We will also not be liable, and you agree to indemnify us for any claims, damages or liabilities if you misuse or misappropriate the Mobile Banking service in any manner, or if you use Mobile Banking to commit any illegal or fraudulent act or to violate the rights of any third-party.

If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate internal transfer via Mobile Banking. Transfer transaction requests received after 3:00 pm EST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Credit Union chooses to remain closed, will be processed on the Credit Union's next business day.

Use of Google Maps:

You agree to abide by the Google terms and conditions of use found at https://www.google.com/help/terms_maps/ and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or other URLs as may be updated by Google.

Suspension of electronic services and access to share or deposit accounts:

Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

User Liability:

You agree not to provide your username, password, or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means of access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

Equipment and Software:

Credit Union does not guarantee that your Device or mobile phone service provider will be compatible with Mobile Banking. You are responsible for the set-up, maintenance, and security of your Devices.

Mobile phones and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. Credit Union will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. Credit Union will also not be responsible if any non-public personal information is accessed via Mobile Banking due to any of the above named viruses residing or being contracted by your Device at any time or from any source.

Ownership:

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

License:

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

Restrictions:

You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

Proprietary Rights:

The Application is licensed, not sold to you. You acknowledge and understand that the Licensor owns all right, title and interest in and to the Application, including without limitation all intellectual property rights therein.

Updates:

The terms of this Agreement will govern any updates that replace and/or supplement the original Application, unless such update is accompanied by a separate license in which case the terms of that license will govern.

Consent to Use of Data:

You agree that the Credit Union may collect and use technical and non-technical data and related information, including but not limited to technical information about your device, system and peripherals, that is gathered periodically to facilitate the provision of Application updates and other services (if any) to you, as well as for marketing purposes and market research.

DISCLAIMER OF WARRANTIES:

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

LIMITATION OF LIABILITY:

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

Remote Deposit Capture User Agreement

This Remote Deposit Capture Agreement ("Agreement") contains the terms and conditions for the use of the remote deposit capture services ("Services") that the Credit Union may provide to you. Other agreements you have entered into with us, including the Membership Agreement and Disclosures, remain in effect and are incorporated by reference and made a part of this Agreement.

You agree to the following:

- 1. Services.** The Services are designed to allow you to make deposits to your checking, savings, or money market plus accounts by scanning checks and delivering the images and associated deposit information to Credit Union or Credit Union's designated processor.
- 2. Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. We may change this Agreement at our discretion. We will notify you of any material change via e-mail, text message, on our website by providing a link to the revised Agreement or by an online secure message, or by other methods we determine. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after we have made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. The Credit Union reserves the right, in its sole discretion, to change, modify, add, or terminate the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
- 3. Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Services have qualification requirements, and we

reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, or your use of the Services, immediately and at any time without prior notice to you for any reason, which may include your delinquency on any loan or deposit obligation to us, or if you cause a loss to us.

4. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. Ask us or visit our website for current hardware and software specifications. We are not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

5. Fees. A fee may be charged for the Services and you are responsible for paying the fees for the use of the Service. Any fee that is charged will be disclosed prior to your deposit. We may change the fees at any time. You authorize us to deduct any such fees from any Credit Union account in your name. You may be charged access rates depending on your mobile carrier. Please contact your mobile carrier for additional information. We are not responsible for any fees charged by your mobile carrier.

6. Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC. When the image of the check transmitted to us is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Regulation CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Regulation CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by our current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account(s).
- Checks payable on sight or payable through Drafts, as defined in Regulation CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.

7. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "For Mobile Deposit at FFCU" or check the box "For Mobile Deposit Only" and write at FFCU. You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time. If you fail to endorse the check, your deposit will be rejected and the deposit will not be posted to your account. We will send a notice to you indicating that the restrictive endorsement is missing and prompt you to add the mobile deposit endorsement and resubmit the deposit.

8. Receipt of Items. Upon receipt of the digital image of the check, we will review the check image for acceptability and will convert items meeting our requirements into substitute checks to facilitate the deposit and collection of such items. You understand and agree that electronically transmitting a digital image of a check does not constitute receipt by the Credit Union. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we will process the image by preparing a "substitute check." Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your account and, in the event we reject an item for remote deposit, you understand and agree that you must deposit the original item. You understand and agree that even if we do not initially reject an item you deposit through the Services, we may return the substitute check we created because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account for items

deposited using the Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

9. Availability of Funds. You agree that **Electronic Images submitted via our Remote Deposit Capture services from your mobile device are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC.** For purposes of determining the availability of funds, checks deposited via the Services are considered received by us when we notify you of receipt of the image by an email transmitted to the email address you have provided to us. Generally, Check Image deposits received prior to 3:30 p.m. (EST) are processed on the Business Day of receipt. Any Check Image deposit received after this time or on Saturdays, Sundays, and holidays when Founders is closed will be processed on Founders' next Business Day. Longer delays may apply. You understand and agree that, for purposes of deposits made using the Services, the place of deposit is Lancaster, South Carolina. You understand that we may make provisional funds immediately available depending on factors we at our sole discretion deem relevant, including but not limited to your account history and relationship with us. You also understand that credit is provisional until settlement is final.

10. Disposal of Transmitted Items. Upon your receipt of a confirmation from us that we have received an image that you have transmitted, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to us upon request.

11. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

12. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion subject to the Membership Agreement and Disclosures governing your account.

13. Errors. You agree to notify us of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable account statement is sent. Unless you notify us within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

14. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors and any resulting damages.

15. Image Quality. The image of an item transmitted to us must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by us, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

16. User Warranties and Indemnification. You warrant to us that:

- a) You will only transmit eligible items.
- b) You will not transmit duplicate items.
- c) You will not re-deposit or re-present the original item.
- d) All information you provide to us is accurate and true.
- e) You will comply with this Agreement and all applicable rules, laws and regulations.
- f) You are not aware of any factor which may impair the collectability of the item.

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

17. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

18. Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any

term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Membership Agreement and Disclosures or any other agreement with us.

19. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

20. Ownership & License. You agree that we retain all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

21. Consent to Use of Data. You agree that the Credit Union may collect and use technical and non-technical data and related information, including but not limited to technical information about your device, system and peripherals, that is gathered periodically to facilitate the provision of Application updates and other services (if any) to you, as well as for marketing purposes and market research.

22. DISCLAIMER OF WARRANTIES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

23. LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

24. You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State in which our headquarters are located, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State and county in which our headquarters are located.

External Transfer – Authorization Agreement

I understand and acknowledge that the External Transfer feature allows me to electronically transfer funds for deposit or loan payment between my eligible Founders Federal Credit Union (herein referred to as "Credit Union," "we") accounts and my account at another financial institution, once I have successfully registered my external account(s). This includes:

- one-time transfer, which allows me to initiate multiple, non-recurring, individual transfers based on the transfer date and dollar amount through the External Transfer feature online as needed for deposit or loan payments; and/or
- recurring transfers, which allows me to initiate recurring transfers of a set dollar amount at regular intervals that have been established through External Transfer feature online for deposit or loan payments.

Subject to the terms of the External Transfer feature, including the terms of my Mobile Banking Agreement and Disclosure and Membership Agreement and Disclosures with the Credit Union, I hereby authorize the Credit Union to initiate deposits and/or withdrawals to/ from my eligible accounts and each registered account at another financial institutions as indicated, and to deposit and/or withdraw to and from such accounts for (1) varying amounts at various times by making on-demand transfers pursuant to my instructions, and/or (2) for a fixed amount at the frequency selected by making recurring transfers pursuant to my instructions. If any transfer date falls on a weekend, holiday, or after the daily cutoff time of 3:30 pm, I understand and agree that the transfer may be executed on the next business day. I understand and agree that certain transfers may take up to five business days to be completed. The Credit Union may establish limits on the dollar amount of transfers from time to time. I understand and agree that if I attempt to initiate a transfer in excess of these limits, the Credit Union may reject the transfer. If we permit you to make a transfer in excess of these limits, such limits will still be subject to the terms of this Agreement, and we will not be obligated to allow such transfers at other times. We reserve the right to decline to complete any funds transfer, to submit funds transfer instructions or orders, or to carry out change or cancellation requests.

I hereby represent and warrant that I have all necessary right, power and authority to debit and credit the account(s) at another financial institution, and that all information is complete and accurate. I agree that transfers that I authorize comply with all applicable law.

Should an incorrect amount be withdrawn from or deposited to my account at another financial institutions or my Founders Federal Credit Union account(s), I authorize the Credit Union to correct the error by debiting/crediting my account at another financial institution or my Credit Union account(s).

Any modifications to my authorization (e.g., addition of certain outside banks) must be made through External Transfer feature through Founders Online.

I hereby authorize the Credit Union to initiate a withdrawal to the external account indicated during the application workflow at the depository institution named within that process. I hereby represent and warrant that I have all necessary right, power and authority to debit and credit the external account(s) identified above, and that all information entered during the application process is complete and accurate. I agree that ACH transactions I authorize comply with all applicable law. I acknowledge that the origination of ACH transactions must comply with the provisions of applicable law and the rules of the National Automated Clearing House Association (NACHA). I request the financial institution that holds my external account to honor all transfers initiated in accordance with this authorization form.