<u>Minnesota Valley Federal Credit MVFCU</u>
Online Banking Agreement and Disclosure Statement

This Online Banking Agreement and Disclosure Statement ("Agreement") sets forth your rights and obligations as a user of the Online Banking service ("Online Banking") and the Bill Payment service ("Bill Pay"). It also describes the rights and obligations of Minnesota Valley Federal Credit Union ("MVFCU"). Please read this Agreement carefully. By requesting and using one of these products, you are agreeing to the terms and conditions of this Agreement. This Agreement is to be considered an Addendum to the terms and conditions of your account and the disclosure(s) provided by MVFCU.

MVFCU offers several services to its customers, which involve electronic fund transfers. Your use of MVFCU's Online Banking through www.mnvalleyfcu.coopis governed by this agreement, your application for Online Banking, any instructions we provide on how to use Online Banking, as well as any other agreements applicable to the deposit or loan accounts you access through Online Banking. Any of these agreements may be amended from time to time. The regulations governing your deposit account(s) are set forth in documents provided to you at the time of account opening.

1. **Definitions:**

   The following definitions apply in this Agreement:

   1. "Authorized Representative" refers to a person with authority (with respect to the account).
   2. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer.
   3. "ISP" refers to your Internet Service Provider;
   4. "Online Banking" is an internet-based service providing access to your Bank account(s);
   5. "Online Account" means the account from which you will be conducting transactions using a Service.
   6. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
   7. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
   8. "Time of day" references are to Central Standard Time;
   9. "Username" is the member-generated identification code selected by you for your connection to the Service;
   10. "We", "us", or "Credit Union" refer to MVFCU which offers the Services and which holds the accounts accessed by the Services
   11. "You" or "your" refers to the owner of the account or the authorized representative; and

2. **Access to Services:**
You will gain access to your Online Account(s) through the use of your internet enabled device, your ISP, your password and your Username. Access may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

3. **Online Banking Transactions:**

    1. Account Access - You may access any or all of your savings and lending accounts using Online Banking. However, one of these accounts must be a checking account in order to establish the online banking relationship.

    2. Transfer of Funds - In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers between authorized deposit accounts, and/or to make loan payments. You may transfer funds between accounts including your checking, savings, and your home equity line of credit, provided there are sufficient funds in the account. Certificates of Deposit can be viewed only.

        Transfers between your accounts can be made at any time. Transfers made after 5 P.M. Monday through Friday and after 12 P.M. Saturday (Central Time), or on a Sunday or Federal Holiday could result in your transaction processing on the next business day. Transfers will occur provided there are no holds on your accounts, and the funds are available for transfer. The time recorded by Online Banking will be considered the official time of the transaction.

        NOTE: Because regulations require MVFCU to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:

        - *Savings Deposit & Money Market Accounts* - You can make no more than 6 transfers per statement cycle by preauthorized or automatic transfer (including Debit/ATM), or by telephone, or Online Banking.

    3. New Services - New Online Banking services may be introduced from time to time. MVFCU will notify you of any new services via the Online Banking Home page or other means. By using the new service subsequent to being notified of the terms and conditions of the new service, you are agreeing to and will be bound by those terms and conditions.

    4. Schedule of Fees - MVFCU offers **FREE** Online Banking and 10 FREE Bill Pay Transactions each month. After the 10th FREE Bill Pay Transaction, the member will be pay 50 cents per bill pay transaction. Please refer to the MVFCU's fee schedule for any other fees related to your deposit account(s).

4. **Security and Protecting Your Account:**

    You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

    - Do not give out your account information, Password, or Username;

    - Do not leave your PC, Tablet or Phone unattended while you are on the MVFCU's Online Banking Site; or any for that matter

- o Never leave your account information within range of others; and

- o Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

<u>IMPORTANT:</u> MVFCU will never request your User Name and/or Password over the Internet. The only confidential communication that should occur between MVFCU and its customers should be via the “Support" Link located at the top of every Online Banking web page. Always initiate your Online Banking or Bill Pay transactions by accessing our Online Banking link at www.mnvalleyfcu.coop.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account:

Call MVFCU immediately at (800) 247-0522; and

Use the Password change feature within the Online Banking/User Option section of the website to change your Password.

When you or any authorized user accesses Online Banking using your password, you authorize MVFCU to follow the instructions we receive concerning your accounts and to credit and/or charge your accounts according to those instructions. Since your password protects access to your accounts, you agree that you will not share your password or make it available to another individual. If you share your password or make it available to another individual, you authorize that individual to access your accounts and thereby give us instructions relating to these accounts from this user. You also authorize us to comply with those instructions even if that individual exceeds your authorization. If you share your password with another individual, the only way that you can restore the security of your account is to change your Username and/or password.

5. **Electronic Mail (E-mail):**

To ensure secure e-mail communications, use the secure e-mail located within the "Support" link at the top of every Online Banking web page. Communication by general e-mail is not secure and is not advised for confidential and personal information.

6. **Systems and Software:**

MVFCU shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems and software utilized by you to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

7. **Linked Accounts**

All accounts with MVFCU that you enroll in Online Banking will be linked by the account associations of the persons authorized to access the account. The linked accounts will appear together with regard to ownership of the accounts.

Business Accounts

If you are a business, any authorized user on the account is authorized on such terms, conditions and agreements as we may require, to:

- o Enter into this Agreement, as amended from time to time;
- o Access each account of the business and use Online Banking or Bill Pay in any manner and for any purpose whether now available or available at some time in the future.

8. **Term and Termination**

    0. Term - This Agreement will become effective upon acceptance and shall remain in full force and effect until termination for either *cause* or *convenience*.

    1. Termination for Cause - We may immediately terminate your electronic banking privileges (including Bill Pay) without giving notice to you in accordance with the following provisions:

        - You do not pay any fee required by this Agreement when due or,
        - You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

        We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

    2. Termination for Convenience. To terminate this Agreement, you must notify the MVFCU and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. You may notify the MVFCU by one of the following methods:

        - Sending a secure e-mail through our "Support" link at the top of any Online Banking web page;
        - Calling (800) 247-0522 and asking for Member Service
        - Mailing a letter to Minnesota Valley Federal Credit Union, Attn: Member Service, 1640 Adams Street, PO Box 4399, Mankato, MN 56001
        - Informing a Member Service Assistant at any MVFCU branch office.

If you are not using Bill Pay during any consecutive 180-day period, we may terminate your Bill Pay account. To reactivate Bill Pay, please contact your local branch office or call (800) 2470522.

9. **Electronic Fund Transfer Provisions for Consumers**

    0. Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Electronic Fund Transfer Act (Regulation E). When applicable, MVFCU may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are

not defined in this Agreement, but which are defined in Regulation E shall have the same meaning when used in this section.

1. Consumer Liability - Lost or Stolen Password/Unauthorized Transfers - The following determines your liability for any unauthorized electronic fund transfer ("EFT") or any series of related unauthorized EFTs. Call us immediately at (800) 247-0522 if you believe your password has been lost or stolen, or if you believe an electronic fund transfer has been made without your permission using Online Banking. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account plus your maximum overdraft protection amount available.

   If you believe that your password has been lost or stolen, please use the password change feature within Online Banking to change your password. As a general rule, it is good practice to change your password on a periodic basis.

2. Telephone Numbers and Addresses. Telephone Numbers and Addresses - In case of errors or questions about your electronic transfers, telephone us immediately at (800) 247-0522:

   Minnesota Valley Federal Credit Union
   Attn: Member Service
   PO Box 4399
   Mankato, MN 56001

   Business Days: Monday through Friday, excluding Federal holidays
   Business Hours: 9:00 a.m. to 5:00 p.m. Central Standard Time

   If you think your statement is wrong, or if you need more information about a transfer listed on the statement, please contact us as soon as possible as noted above. We must hear from you no later than 60 days after we sent the FIRST statement in which the problem or error occurred. Please include the following:

   - Tell us your name and account number;
   - Describe the error or the 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 determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account) to investigate your complaint or question. If this occurs, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error. This will allow you the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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

3. MVFCU's Liability - This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. We will not be liable to you in the following instances:

    1. If through no fault of MVFCU, you do not have enough money in your account to make the transfer, or the transfer would exceed your available overdraft protection;

    2. If circumstances beyond our control (such as fire, flood, power outages, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken;

    3. If there is a hold on your account, or if access to your account is blocked in accordance with MVFCU policy;

    4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer;

    5. If your transfer authorization terminates by operation of law;

    6. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer;

    7. If you have not properly followed the instructions on how to make a transfer included in this Agreement;

    8. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately;

    9. If we have a reasonable basis for believing that an unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

    IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

4. Indemnification - You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees & agents harmless against any third-party claim, demand,

suit, action or other proceeding & any expenses related to an Online Banking or Bill Pay account.

5. Third Parties - We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider, by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to, or failure to access an Online Banking or Bill Pay account.

6. Virus Protection - MVFCU is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using an up-to-date antivirus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

10. **General Terms and Conditions**

MVFCU Agreements - In addition to this Agreement, you and MVFCU agree to be bound by and comply with the requirements of the agreements applicable to each of your online accounts. Your use of Online Banking or Bill Pay is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the "Important Information About Deposit Accounts Disclosure" (or similar type disclosure) and the Fee Schedule available at any MVFCU branch office upon request**.** Please familiarize yourself with all account terms, including any limitations on the number of transfers each month.

Changes and Modifications - MVFCU may modify this Agreement and the terms and conditions applicable to Online Banking and Bill Pay services from time to time and at any time. Notice of any modification may be given to you on your periodic checking account statement, in the Online Banking "message of the day" or by any other means. The revised terms and conditions shall be effective at the earliest date allowed by applicable law.

Termination - We reserve the right to terminate this Agreement and your use of services in whole or in part at any time without prior notice.

Notices - Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be given to you on your periodic checking account statement, in the Online Banking "message of the day" or by other means.

Disclosure of Information - We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- Where it is necessary for the provision of Online Banking & for completing transfers;
- 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 governmental or court orders, or other reporting requirements;
- If you give us your permission.

6. Governing Law - This Agreement is governed by the laws of the State Ohio and applicable federal law.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES
It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES
Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS
In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand for the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS
This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you with a notice of change will constitute your agreement to such change(s). Further,

the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 1-800-247-0522 during customer service hours; and/or

2. Write to us at:

   Minnesota Valley Federal Credit Union
   1640 Adams Street
   Mankato, MN 56001

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

PAYEE LIMITATION

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES
In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT
You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law's provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

Minnesota Valley Federal Credit MVFCU's Bill Payment Services Disclosure

You may use Minnesota Valley Federal Credit MVFCU's bill paying service, Online Bill Pay, to direct Minnesota Valley Federal Credit MVFCU to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account (The Account Rules).

In this disclosure agreement, the words "MVFCU," "we," "us" or "our" mean Minnesota Valley Federal Credit MVFCU and its successors or assigns. When we use the words, "you" or "your" we mean each person who has an interest in an account or other relationship which is accessible through the Minnesota Valley Federal Credit MVFCU Bill Pay Services and any person authorized such access. Minnesota Valley Federal Credit MVFCU Bill Pay Services (Services) means that information, communication and transactions provided to you by us through any non-branch remote channel, including the Minnesota Valley Federal Credit MVFCU web site, www.mnvalleyfcu.coop (Site), including, but not limited to, the following: account information and bill payment services.

When you use our Services or you permit any other person to use our Services, you agree to the terms and conditions we have set out in this agreement and any instructional material which we provide you regarding the Services. Your use of the Services may be made by use of certain numbers, codes, marks, signs, public keys or other means of establishing your identity and acceptance of the electronic communications which are acceptable to MVFCU. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

BILL PAYMENT SERVICE FEES

Minnesota Valley Federal Credit MVFCU offers this Online Bill Pay Service FREE to its members with qualifying checking accounts for up to 10 payments per month. There will be a 50-cent charge per payment made after the 10th payment each calendar month. Minnesota Valley Federal Credit MVFCU reserves the right to update its rate & fee schedule. See Minnesota Valley Federal Credit MVFCU's rate and fee schedule for details.

1. Equipment and Software

   The following device (Equipment) is required to access the Services: Personal computer and modem. If you access the Services by use of a personal computer, you agree: (1) to use Internet Services Provider software products (Software); (2) the Software, and any future upgrades, must be loaded and operational on your personal computer and you must use a modem to access the Services through the designated interface Equipment and Software; (3) as this service becomes available, to receive account information by electronic transmission of a visual display of the text. Contact customer service for available user guides for the Software. Any other software used by you in the future to access our system, if supported by us, will be provided and maintained by you at your expense.

2. Account Access

   To have access to the Services you must be an authorized user of Minnesota Valley Federal Credit MVFCU.s Internet Banking. You must also have at least one eligible account with us. Eligible accounts are limited to personal or business checking account types.

3. Enrollment

   Online enrollment allows you to have immediate access to the Bill Pay service by completing the following steps:

   Step 1: Read the bill payment online disclosure document.

   Step 2: Fill out the application found after accepting the disclosure to complete the enrollment process.

   Step 3: Once enrolled, set up merchants or payees with their address and account information and schedule payments by specifying the payee, amount and date of your payment.

4. Payment Options.

   There are several types of payment options:

   Schedule single or recurring payments up to a year in advance.

   Review pending payments and have access to your full payment history.

Payment scheduling - select the payee, amount and payment date, and then click to pay.

Edit payments any time before the process date.

5. Late Fee Responsibility Schedule.

Bill Pay Provider:

Not Sent as Scheduled

Incorrect Information Supplied by Bill Pay Provider

Customer/End User

- US. Mail or Overnight Carrier Delay

**Delay by Merchant

Failure of Customer to Maintain Payee Updates

Intervention by Customer

Incorrect Entry by Customer

Scheduled Incorrect Number of Days before Due Date

Scheduled Incorrectly

Incorrect Information Supplied by End User

<u>For purposes of this Schedule, certain terms are defined as follows:</u>

"Payment Date" is the date that the Customer/End User requests that a payment be completed. Please allow three business days after the Payment Request Date for electronic payments and up to seven business days after the Payment Request Date for payments by check or draft.

"Payment Due Date" is the date on which a payment is due, as set by the applicable payee, or if such day is not a Business Day, the most recent Business Day preceding such date.

"Payment Delivery Date" is determined according to the lead days and cut-off times required for the applicable payee.

"Payment Request Date" is the date that a payment request is received by Bill Pay Provider.

In the event that Bill Pay Provider is responsible for a late charge according to the above chart, Bill Pay Provider will reimburse any payee-imposed late fees, up to fifty dollars ($50.00), incurred by any Customer/End User provided that the following conditions are met:

1. The Payment Date (date of member payment request) occurs prior to the Payment Due Date.

2. Either (a) the Payment Due Date occurs on or after the Payment Delivery Date, or (b) if no Payment Delivery Date applies, the Payment Due Date occurs after either (i) the third business day after the Payment Request Date for electronic payments, or (ii) the sixth business day after the Payment Request Date for payments by check or draft.

Bill Pay Provider will attempt on behalf of the Customer/End User to have late fees reversed or waived, even when payments have not been timely initiated. Notwithstanding the foregoing, Bill Pay Provider will not reimburse any amount of late fees in connection with court ordered payments or payments to government entities. Bill Pay Provider reserves the right to require proof of payment of any late fee by the Customer/End User prior to reimbursing Customer/End User.

** Delay by Merchant electronic payments is the responsibility of Bill Pay Provider

** Delay by Merchant for check payments is the responsibility of the Customer/End User

HOW TO SET UP PAYEES/PAYMENTS

* If you want to add a new "PAYEE", select the "Payee" tab located in your Bill Pay application.

* You may add a new fixed payment to a "Payee" by accessing the service and entering the appropriate information. Other additions, deletions, or changes should also be made through bill pay.

* Minnesota Valley Federal Credit MVFCU reserves the right to refuse the designation of a "Payee" for any reason.

* You may pay any "Payee" with-in the United States (including U.S. territories and APO.s / AEO.s).

* Minnesota Valley Federal Credit MVFCU is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

THE BILL PAYING PROCESS

Single Payments - a single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payments process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by Minnesota Valley Federal Credit MVFCU, is currently 2:00 PM Eastern.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payments process date, the payment will be processed on the first business day following the designated process date.

Recurring Payments - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a nonbusiness date (generally weekends and certain holidays), it is adjusted based upon the following rules:

* If the recurring payments "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.

* If the recurring payments "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

SINGLE AND RECURRING PAYMENTS

The system will calculate the Estimated Arrival Date of your payment, this is only an estimate, please allow ample time for you payments to reach your "Payees".

CANCELLING A PAYMENT

A bill payment can be changed or cancelled, any time prior to the cutoff time on the scheduled process date.

STOP PAYMENT REQUESTS

MVFCU.s ability to process a stop payment request will depend on the payment method and whether or not a check has been cleared. MVFCU may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Member Service. Although MVFCU will make every effort to accommodate your request, the MVFCU will have no liability for failing to do so. MVFCU may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

AVAILABLE FUNDS

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as any other payment obligations you have to Minnesota Valley Federal Credit MVFCU.

*Minnesota Valley Federal Credit MVFCU reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement.

* If you do not have sufficient funds in the account and Minnesota Valley Federal Credit MVFCU has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand.

* You further agree Minnesota Valley Federal Credit MVFCU, at its option, may charge any of your accounts with Minnesota Valley Federal Credit MVFCU to cover such payment obligations.

Minnesota Valley Federal Credit MVFCU reserves the right to change the cut-off time. You will receive notice of any changes.

LIABILITY

* You are solely responsible for controlling the safekeeping of and access to, your online password.

* If you want to terminate another person's authority, you must notify Minnesota Valley Federal Credit MVFCU and arrange to change your password. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

* Minnesota Valley Federal Credit MVFCU is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

* Minnesota Valley Federal Credit MVFCU is not liable for any failure to make a bill payment if you fail to promptly notify Minnesota Valley Federal Credit MVFCU after you learn that you have not received credit from a "Payee" for a bill payment.

* Minnesota Valley Federal Credit MVFCU is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Minnesota Valley Federal Credit MVFCU's agent.

* In any event, Minnesota Valley Federal Credit MVFCU will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if Minnesota Valley Federal Credit MVFCU has knowledge of the possibility of them.

* Minnesota Valley Federal Credit MVFCU is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond Minnesota Valley Federal Credit MVFCU's reasonable control.

AMENDMENT TERMINATION

Minnesota Valley Federal Credit MVFCU has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on Minnesota Valley Federal Credit MVFCU's records, by posting notice in branches of Minnesota Valley Federal Credit MVFCU, or as otherwise permitted by law.

* Minnesota Valley Federal Credit MVFCU has the right to terminate this agreement at any time.

* You remain obligated for any payments made by Minnesota Valley Federal Credit MVFCU on your behalf.

LIMITATION OF LIABILITY: THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY

OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF $500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

MOBILE DEPOSIT USER AGREEMENT ("AGREEMENT")

This Agreement contains the terms and conditions for the use of mobile deposit services that Minnesota Valley Federal Credit MVFCU (MVFCU) may provide to you ("you," or "User"). Other agreements you have entered into with MVFCU, including the Terms and Conditions of Your Account governing your MVFCU account, are incorporated by reference and made a part of this Agreement.

In this Mobile Deposit User Agreement ("Agreement"), the words "you" and "your" mean the consumer or business applying for and/or using any of the Mobile Deposit Services described in this Agreement. The words "we," "us" and "Credit MVFCU" mean Minnesota Valley Federal Credit MVFCU (MVFCU).

Services The mobile deposit service is designed to allow you to make deposits to your checking account from home or other remote locations by creating an image of your checks and delivering the images and associated deposit information to MVFCU or its designated processor.

Acceptance of these Terms Your use of the mobile deposit service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised Agreement. Your continued use of the mobile deposit service will indicate your acceptance of the revised Agreement. Further, MVFCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the mobile deposit service. Your continued use of the mobile deposit service will indicate your acceptance of any such changes to this service.

Check Hold Times MVFCU will make the first $200 of the deposit available after 2 business days. The remaining balance of the deposit will be help for an additional business day. MVFCU has authorization to potentially hold all deposited funds longer if there is reason to doubt the collectability of the deposit.

Email Address You agree to notify us immediately if you change your email address, as this is the email address where we may send you notification of receipt of mobile deposit items.

Eligible items You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to MVFCU shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Minnesota. You agree that you **will not** use the mobile deposit service to scan and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you.
- Checks or items containing obvious alteration to any of the fields 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 or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Any item issued by a non-U.S. financial institution.
- Checks or items that are "stale dated."
- Any savings bonds.
- Any item that is stamped with a "non-negotiable" watermark.
- Checks or items prohibited by MVFCU's current procedures relating to the mobile deposit services or which are otherwise not acceptable under the terms of your MVFCU account.

Charges for Use of the Services All charges associated with this Service are disclosed in the Credit MVFCU Fee Schedule located on our web page at www.mnvalleyfcu.coop

Limitations of Service When using the mobile deposit service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the mobile deposit 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 mobile deposit service, in whole or in part, or your use of the service, in whole or in part, immediately and at any time without prior notice to you.

Image Quality The image of an item transmitted to MVFCU using the mobile deposit service must be legible. The image quality of the items must comply with the requirements established from time to time by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. You understand that you are solely responsible for the quality of the Check Image submitted for deposit using mobile deposit service.

Endorsements We require you endorse any item transmitted through the mobile deposit service as "Mobile Deposit, MVFCU account #______" or as otherwise instructed by MVFCU. You agree to follow any and all other procedures and instructions for use of this mobile deposit service as MVFCU may establish from time to time.

Receipt of Items We reserve the right to reject any item transmitted through the mobile deposit service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from MVFCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

Rejection of Deposit We are not liable for any service or late charges levied against you due to our rejection of any item submitted by Mobile Deposit. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

Items Returned Unpaid A written notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for mobile deposit that we credit to your Account, in the event such item is dishonored, you authorize us to debit the amount of such item from the Account of deposit. All credits resulting from mobile deposit are provisional until final payment by the institution on which the deposited item is drawn.

Periodic Statement Any remote deposits made through the Service will be reflected in your monthly Account statement and will also be available for review via Online Banking and Mobile Banking.

Funds Availability Funds from items deposited by mobile deposit will be available when finally paid by the institution on which they are drawn, or earlier at our sole and absolute discretion.

Business Days Our business days are Monday through Friday excluding federal holidays.

Unavailability of Services At times the mobile deposit service may at times be temporarily unavailable due to Credit MVFCU system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that this Service is unavailable, you may deposit an original check at one of the Credit MVFCU branches or by mailing the original check to Minnesota Valley Federal Credit MVFCU, P.O. Box 4399, Mankato, MN 56002-4399. It is your sole responsibility to verify that items deposited using the mobile deposit service have been received and accepted for deposit by the Credit MVFCU. However, we will send notification of items that are rejected within 3 business days following rejection.

Deposit Limits We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the mobile deposit service and to modify such limits from time to time.

Storage of Original Checks You agree to securely store each original check for a period of 90 days after transmission of the Check Image to us. If you are using the mobile deposit service to deposit items into an account in the name of a business to which you are a party, you understand this means the original check(s) must be accessible only by your authorized personnel. After such storage period expires, you agree to destroy and dispose of the original check in a manner that will prevent it or any image of it from being renegotiated. You understand and agree that you are responsible for any loss caused by your failure to secure or properly destroy and dispose of original checks.

Joint and Several Liability for Joint Accounts If a Credit MVFCU Account has more than one owner, whether that person is designated as a "member," "joint owner" or otherwise, each owner acknowledges joint and several liability for all activity occurring on the joint Account. Each of you agrees that if you become indebted to us as a result of authorized use of the Services and that debt is not paid upon our demand or as otherwise required by any Agreement any of you have with us, we can, unless prohibited by law or an agreement governing an Account, take funds from any Credit MVFCU Account in which any of you has an interest to recover all or part of the unpaid debt, without notice and without waiving other rights we have to collect the debt.

Hardware and Software In order to use the mobile deposit service, you must obtain and maintain, at your expense, compatible hardware and software as specified by MVFCU from time to time. MVFCU supports mobile deposits through our mobile apps for Apple and Android. The minimum requirements for Apple are: iPhone 3GS or newer, iPod touch 4G, iPad 2, and iPad Mini, and for Android: Smartphones with Android 2.1 Operating System or greater. MVFCU is not responsible for any third-party software you may need to use the mobile deposit service. 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.

In Case of Errors, You agree to notify MVFCU of any suspected errors regarding items deposited through the mobile deposit service right away, and in no event later than 60 days after the applicable MVFCU account statement is sent. Unless you notify MVFCU within 60 days, such statement regarding all deposits made through the mobile deposit service shall be deemed correct, and you are prohibited from bringing a claim against MVFCU for such alleged error.

Presentment The manner in which the items are cleared, presented for payment, and collected shall be in MVFCU's sole discretion subject to the Terms and Conditions of Your Account governing your account.

Ownership & License You agree that MVFCU retains all ownership and proprietary rights in the mobile deposit services, associated content, technology, and website(s). Your use of this service 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 mobile deposit service. Without limiting the restriction of the foregoing, you may not use this service (i) in any anti-competitive manner, (ii) for any purpose, which would be contrary to MVFCU business interest, or (iii) to MVFCU actual or potential economic disadvantage in any aspect. 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 mobile deposit service

DISCLAIMER OF WARRANTIES YOU AGREE YOUR USE OF THE MOBILE DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THIS SERVICE, WHETHER EXPRESS 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 MOBILE DEPOSIT SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii)

THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE MOBILE DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY YOU AGREE THAT MVFCU WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE MOBILE DEPOSIT SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF MVFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Waiver The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship This Agreement does not create, and shall not be construed to create any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

User warranties and indemnification You warrant to MVFCU that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You are responsible for the items deposited through Mobile Deposit.
- You will not deposit or represent the original item.
- You are responsible for any fees incurred with returned mobile deposits due to fraud or insufficient funds.
- All information you provide to MVFCU is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless MVFCU from any loss for breach of this warranty provision.

Other terms You may not assign this Agreement. This Mobile Deposit Agreement shall be governed by the laws of the State of Minnesota and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

Relationship to Other Disclosures The information in this Mobile Deposit Agreement applies only to the mobile deposit service. Provisions in other agreement and disclosure documents provided to you by us, as may be revised from time to time, remain effective for all other aspects of the Account.

Electronic Signature This Agreement is an electronic contract that sets out the legally binding terms of your use of the mobile deposit service. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by clicking on the "I Accept" button in connection with your enrollment. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "I Accept" button, you accept this Agreement, and agree to the terms, conditions and notices contained or referenced herein. When you click on the "I Accept" button, you also consent to have the Agreement provided to you in electronic form. You may request a non-electronic copy of the Agreement by writing to Minnesota Valley Federal Credit MVFCU, P.O. Box 4399, Mankato, MN 56002-4399.

Electronic Statement Disclosures

As an MVFCU Online user, I have the option to access my account periodic statements online (eStatement). I must log on to online banking through MVFCU and use my online password to retrieve my statements electronically. I understand and agree that it is my responsibility to examine each electronic statement and report any statement irregularities to MVFCU within 60 days after you send me the e-mail alerting me that the statement is available.

If I choose this option, I will receive an electronic statement for the following statement cycle, and will no longer receive statements by mail. I will continue to receive paper statements for other membership accounts, until I enroll and register each membership account separately through MVFCU online to receive electronic statements. The last 18 statements will be available to me to view online. As additional statements are generated, statements from earlier periods will be purged for a maximum of 18 statements that can be viewed online at any one time.

If I choose to start receiving electronic statements, I understand that future statements will be generated electronically and that past statements are not available online.

MVFCU will alert the member to the availability of my electronic statements by sending me an email notice at the electronic address as shown in my records as the eStatement Alert Address. By changing my e-mail address in MVFCU's online banking I will change my e-mail notice address. The e-mail notice will identify the account involved and the location where the electronic statement is available. I will retrieve my own electronic statement by accessing MVFCU online banking with my personal password. I agree to keep Minnesota Valley Federal Credit MVFCU informed of my current mailing and residential addresses at all times. I will need to provide a new email address and provide my online consent to receive future periodic statements and other required communications online.

It is my responsibility to maintain the proper equipment/software that will enable me to view, print and save these electronic statements for my records. To access and retain the electronic disclosures, I will need the hardware and software currently required for access to MVFCU online banking. To access and retain periodic statements, disclosures and other information, I understand that I will need a device running software and with access to the Internet.

By consenting to receive electronic statements, I acknowledge that I am able to access the electronic disclosures online. My consent to receive electronic statements applies to any periodic statements and any disclosures, amendments or notices required by law, including but not limited to, disclosures required under Regulation E (Electronic Fund Transfers), Regulation DD (Truth in Savings) and Regulation Z (Truth in Lending), for the MVFCU share and loan accounts (if electronic statements are available) that I access through MVFCU online.

I may order duplicate paper copies of my statement for the fee shown in MVFCU's "Schedule of Fees," a copy of which was provided to me at the time I opened my account. I may obtain the "Schedule of Fees" at any MVFCU branch office or by calling you at (800) 247-0522 or locally at (507) 387-3055. You will send me will send me MVFCU's Schedule of Fees by regular U.S. Mail.

I may discontinue electronic statements at any time and get paper statements instead at no cost. I must notify MVFCU 3 days prior to the last business day of the month, to discontinue electronic statements for the following month. To discontinue electronic statements, I must notify MVFCU in person, electronically or in writing sent postage prepaid, to Minnesota Valley Federal Credit MVFCU, 1640 Adams Street, Mankato, MN 56001. MVFCU reserves to right to terminate the delivery of eStatements and to resume sending paper statements at any time.

Online Loan Payment Disclosure

800-247-0522 507-387-3055
loan@mnvalleyfcu.coop

I. Introduction

This Agreement and Disclosure Statement (the "Agreement") for External Loan Payment Services (the "Service") sets forth the terms and conditions for use of our external loan payment services with Minnesota Valley Federal Credit Union (hereafter referred to as "we", "us" or "our") as described herein. The member (referred to as "you" or "your") should read this Agreement carefully and keep an electronic or print a hard copy of it for your records. By using any electronic symbols, or processes we provide in order to establish your acceptance of this Agreement and/or other terms and conditions related to the Agreement, you acknowledge and agree that you are using an electronic signature to signify your intent to be bound, and you agree to do business with us, and exchange information electronically, as provided in this Agreement and as we may direct. Each time you use any Service described in this Agreement or allow any other person to use any Service in relation to any of your accounts or financial products or services, you are confirming your acceptance of the terms of this Agreement (including, but not limited to, the terms of that particular Service) that are in effect at that time.

II. Description of Services

With the External Loan Payment Service, you may draft a checking account, savings account, money market checking account, money market savings account, or debit card from another financial institution to pay a Minnesota Valley Federal Credit Union loan. Once your account with us has terminated for any reason, you will have no further right or access to use the Service. Any member who is authorized to view loan accounts using the Online Banking system are eligible for this service.

III. Transaction Limits

We have the right, at any time, to set dollar limits on daily and monthly transactions. If you attempt to initiate a payment in excess of these limits, the system will not allow you the ability to continue. Minnesota Valley Federal Credit Union reserves the right to delay the posting of any item for any reason outside of this standard timeframe, most notably if a transaction is suspected to be fraudulent or unauthorized

IV. Eligible Items

You are able to submit payments to the following: Installment, Mortgage, Line of Credit, Consumer, Credit Card, Commercial and Home Equity.

V. Recurring Items

When you request a recurring item, the initial amount set will remain a static amount. The Service will not read a minimum payment in subsequent months. It is your responsibility to cancel recurring payments when they are no longer desired, or a loan has been paid in full. Minnesota Valley Federal Credit Union is under no obligation to place a stop on these payments.

VI. Requirements

Each transaction must have a valid routing number and full account number when submitting the payment. You may also use a debit card for a fee that will be disclosed when submitting the payment. We offer the External Loan Payment Service as an added convenience to you. We have the right to terminate this agreement with no prior written notice. We may terminate this agreement based on but not limited to: NSF items or receiving returned items via the Federal Reserve Bank.

VII. Payment Processing

- Payments submitted before 2:00 p.m. (CST) Monday through Friday will be processed on the next business day (excluding holidays).

- Payments submitted after 2:00 p.m. (CST) Monday through Friday will be processed on the second business day (excluding holidays).
- Payments submitted after 2:00 p.m. (CST) Friday or anytime Saturday or Sunday will be processed on the second business day (excluding holidays).

VIII. Receipt of Payment

Any confirmation from us that we have received the file does not mean that the file contains no errors. We are not responsible for any files that we do not receive. Following receipt, we will process the Payment by processing the file. Minnesota Valley Federal Credit Union reserves the right, at our sole and absolute discretion, to reject any file for External Loan Payments into your loan account. We will notify you of rejected files.

IX. Returned Payments

Any credit to your loan account is provisional. If the original payment is dishonored, rejected, or otherwise returned by the receiving financial institution for payment or are rejected or returned by any commitment for the collecting financial institution that is obtaining the draft payment, for any reason, including, but not limited to, issues relating to debiting funds, you agree that the provisional credit to the loan account will be reversed. You will reimburse us for all loss, cost, or expense caused by, or relating to, the processing of the returned item.

X. Your Warranties

You make the following warranties and representations with respect to each payment pursuant to law, regulation, or clearinghouse rule:

- Each payment is from a true and accurate account.
- The amount is accurate.
- You are an authorized signer on the account you have provided to us.

XI. Compliance with Law

You will use this system for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for payments and in accordance with applicable laws, rules, and regulations.

XII. External Loan Payment Service Unavailability

The External Loan Payment Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider, and Internet software. In the event that the External Loan Payment Service is unavailable, you may pay your loan at any Minnesota Valley Federal Credit Union location.

XII. Your Responsibility

You are solely responsible for the completeness, accuracy, validity, and integrity of each External Loan Payment initiated. You are solely responsible if you, intentionally or unintentionally, submit fraudulent or incorrect transfer information to us or if External Loan Payment Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper usage to us for processing.

XIII. Accountholder's Indemnification Obligation

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to NCR. NCR, its affiliates, officers, employees, and agents should be held harmless from and against any third-party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Minnesota Valley Federal Credit Union or End User's use of the Service, NCR Applications, unless such claim directly results from an action or omission made by NCR in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF THE EXTERNAL LOAN PAYMENT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY OF THE EXTERNAL LOAN PAYMENT SERVICE, WHETHER EXPRESS 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 EXTERNAL LOAN PAYMENT SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE EXTERNAL LOAN PAYMENT SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBIITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

XIV. Financial Information

You must inform us immediately of such items as, but not limited to: your Online Banking credentials may have been compromised, any unauthorized or fraudulent items posted to your loan accounts. To report such instances, please contact Minnesota Valley Federal Credit Union at (507-387-3055). You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.