

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR AUTOMATED TELLER MACHINE (ATM) CARD AND MASTERCARD DEBIT CARD, AND OUR INTERNET ACCOUNT ACCESS SYSTEM ("MOBICINT"), EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK"). MASTERCARD DEBIT CARD, MOBICINT, AND E-CHECK AGREEMENT.**

This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to the following: (a) Your Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Card; (b) Our Mobicint system; (C) any check which You authorize the payee to process electronically. An electronic fund transfer is any transfer of funds which is performed through the use of Your Card, Our Mobicint system, E-Check or other electronic device. You understand that Your Card and any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of Your Card, PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or other Account access device; (b) that We may follow all instructions given to Machines; (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law; and (d) that each withdrawal by You or by any authorized user of Your Card or PIN may be charged to Your share or share draft Account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your share Account in any order We determine; and (2) We cannot honor stop payment requests on ATM and POS withdrawals.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your share and/or share draft Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges. For security

reasons there are limits on the number of transactions that may be processed each day.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES.** You will be issued separate Personal Identification Numbers (PINs) to be used in conjunction with MasterCard Debit Card transactions and separate Access Codes to be used in conjunction with Our Mobicint transactions. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your share Account or Your share draft Account to cover such transactions.

**OTHER AGREEMENT.** If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

**BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays and federal holidays.

**DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits made at Railway Credit Union locations may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

### TYPES AND LIMITATIONS OF SERVICES

**MASTERCARD DEBIT CARD TRANSACTIONS.** You may use Your Card in conjunction with Your PIN in any of Our network of ATMs and such other machines or facilities as We may designate, to deposit cash and checks to Your savings and checking Account(s). You may also use Your Card in conjunction with Your PIN in any of Our network of ATMs and such other machines or facilities as We may designate to make the following transactions: (a) withdraw cash from Your share and share draft Account(s); (b) transfer funds between Your savings and checking Account(s); (c) make miscellaneous inquiries on

Your share and share draft balances. You may also use Your Card in conjunction with Your PIN, to purchase goods and services ("POS") at any business establishment where the Card is accepted.

ATM withdrawals may not exceed \$1,000.00 per calendar day (share and share draft combined), subject to the available funds in Your Account.

POS withdrawals may not exceed \$2,500.00 per calendar day (share and share draft combined), subject to the available funds in Your Account.

**MOBICINT TRANSACTIONS.** At the present time, You may use Mobicint in conjunction with Your Access Code, an internet connection and a personal computer or Internet enabled mobile computing device (e.g. smartphone or tablet), for the following services: (a) make check withdrawals from Your share and share draft Account(s); (b) transfer funds between Your Credit Union deposit Accounts; (c) pay bills online; (d) make loan payments from Your Accounts; (e) obtain balance information on Your Credit Union deposit Account(s) and loan accounts with Us; (f) review and, if desired, download deposit Account transaction history; (g) request stop payment of a share draft; (h) submit share draft orders; and (i) make miscellaneous inquiries on Credit Union services that affect Your Account. Mobicint operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please try again later when service is restored.

**E-CHECK TRANSACTIONS.** You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

**OWNERSHIP OF ACCESS DEVICES.** Your Card and/or any other Account access device will remain Our property and any such Card or other Account access device We may issue may be cancelled or its use restricted by Us at any time without notice, except as may be required by applicable law. You agree to surrender any such Card and/or access device and to discontinue its use Immediately upon Our request. You will be required to return any Account access device(s) to Us immediately upon the closing of Your Account.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your

employer, the Federal government or other payor), You can call Us at the telephone number shown in this Agreement to find out whether or not the deposit has been made.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any pre-authorized payments, call Us at (701) 667-9500, or write to Us at 1006 East Main Street, Mandan, ND 58554 in time for Us to receive Your stop payment request 3 business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

To ensure that recurring preauthorized charges established and authorized by You are not interrupted in the event that Your Card or other Access Device is reissued, We may, but are under no obligation to do so, enroll Your Account in automatic Account information update services that communicate new Card/Access Device information to the service providers with whom You have established preauthorized recurring charges, the purpose of which is to ensure charges You authorize continue without interruption.

**NOTICE OF VARYING AMOUNTS.** If regular pre-authorized payments may vary in amount, the person you are going to pay will tell You, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that You set.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.** If You order Us to place a stop payment on one of Your pre-authorized payments 3 business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account (except Mobicint, telephonic, mail-in transactions and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement

period. In any case, You will receive a statement at least quarterly.

**FEES.** We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule and Mobicint information after Your Account is established. Additional fee schedules are available at any of Our office locations. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.**

If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough available funds to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken; (e) Your Card is retrieved or retained by an ATM; (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account; (g) the money in Your Account is subject to legal process or other claim; (h) there are other lawful exceptions established by Us and You are given proper advance notice of them; and (i) You exceed any limits on Your Account.

**LIABILITY FOR UNAUTHORIZED USE.** Telephone Us at once at (701) 667-9500, or write to Us at 1006 East Main Street, Mandan, ND, 58554, if You believe Your Card or PIN have been lost or stolen or if You believe that an electronic fund transfer has been made without Your permission using information from Your check. 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 line of credit, if applicable). If You tell Us within 2 business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50.00 if someone uses Your Card or PIN without Your permission.

If You fail to tell Us within 2 business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, then You could lose as much as \$500.00.

Also, if Your statement shows transfers that You did not make, including those made by Card, PIN or other means, You will tell Us at once. If You do not tell Us within 60 days after the statement was mailed to You, You may not get back any money You lost after the 60 days if We can prove that We could have stopped someone from taking the money if You had told Us in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods.

**Exception:** You will have no liability for the unauthorized use of Your Mastercard Debit Card as long as You used reasonable care in safeguarding Your Card from loss or theft and, upon becoming aware of such loss or theft, promptly report that loss or theft to the Credit Union. **This exception does not apply to a transaction conducted with a Card that is: (a) issued to an entity other than a natural person; (b) issued for a commercial purpose, except to the extent that such exception shall apply to transactions conducted for a small-business program; and (c) issued to a person until such time as that person's identity is registered by or on behalf of the Credit Union in connection with such issuance, which registration may include customer identification program requirements.**

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.** Telephone Us at (701) 667-9500, or write to Us at 1006 East Main Street, Mandan, ND, 58554 as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) 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.
- (3) 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 after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, We may take up to 90 days to investigate Your complaint or question. For new accounts, We may take up to 20 business days to credit Your account for the amount You think is in error. We will tell You 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 We used in Our investigation.

**UNAUTHORIZED TRANSFERS.** To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us at (800) 528-2273. You may also report the loss of a Card, PIN, Access Code or any combination thereof, by writing to Us at 1006 East Main Street, Mandan, ND, 58554. You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be: (a) a rate selected by Mastercard® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. In each instance You will be charged 8/10th of 1.00% calculated on the final settlement amount for transactions that are initiated in foreign countries, and if Your transaction is also initiated in a foreign currency You will be charged an additional 2/10th of 1.00% calculated on the final converted settlement amount.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

**TERMINATION.** We may terminate Your right to use Your Card, PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of North Dakota, except to the extent that such laws are inconsistent with controlling federal law.

## Online Banking (Mobicint) Agreement

This Mobicint Online Banking Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving a Railway Credit Union (RCU) account. This disclosure sets forth RCU's and your rights and responsibilities concerning electronic funds transfers. In this disclosure, the terms "we", "us" and "our" mean RCU. The terms "you" and "your" mean those who hold accounts, sign as applicants, or any authorized user(s). The term "online" means RCU's electronic services that include Mobicint, Mobile App, Online Bill Pay and eNotifications.

### Description

Mobicint can be accessed by using a personal computer, mobile phone, or other wireless device which allows you to:

- View account balances and history
- Transfer money between your RCU accounts
- Make RCU loan payments
- Pay bills with Online Bill Pay
- Enroll in and receive eStatements, eReceipts, and eNotices

### Account Access

To use Mobicint, visit RCU's website at [www.railwaycu.com](http://www.railwaycu.com), complete the online enrollment instructions and agree to this disclosure. Once your Mobicint account is established you can install the RCU mobile app onto your wireless device from the Apple App Store or Google Play. The bill payment eStatements, eReceipt, and eNotice services are all accessed through the Mobicint system if you choose to enroll in those services.

Online access is available 24 hours a day, seven days a week. Availability of Mobicint may temporarily be suspended for brief periods of time for maintenance or updates. Unforeseeable events may also cause temporary interruptions. RCU is not liable in any way for any problems or damages incurred as a result of interruptions of service.

### User ID and Password

You are responsible for the safekeeping of your User ID, password, and any additional account access information. It is recommended that you: do not share or allow others to view your User ID, password, or any other account information; do not leave your session unattended while you are logged in; and do not send privileged account information, such as User ID or password, in any public or general email or messaging system. You must immediately notify us and change your password if you believe your login information may have become known to an unauthorized person.

### Fees and Charges

There is no fee associated with online. However, typical account fees disclosed on RCU's Fee Schedule are still applicable. There may also be fees for accessing online services imposed by your provider for internet or wireless services.

### Electronic Mail

Emails to RCU may be delayed and may not be received until the following business day. If you need RCU to receive information concerning your account immediately, such as stop payment requests, reporting lost or stolen information, or to report errors or unauthorized use of your account, you must contact us in person or by telephone.

### Contact by RCU

Neither RCU employees nor any company affiliated with RCU will contact you by phone, email, or text message requesting your User ID, password, or any other account access information. If you are contacted by anyone requesting such information, please notify us immediately.

### Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary 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; or in order to comply with government agency or court orders; or as explained in the separate RCU Privacy Disclosure.

### **Termination of online services**

You may at any time terminate your access to any of the previously mentioned services and this agreement by notice to RCU in person or writing by providing your name, address, and termination date to: Railway Credit Union, 1006 E Main Street, Mandan, ND 58554. As all online services are accessed through the Mobicint system, you may not terminate your access to the Mobicint service until all other online services have also been terminated.

RCU may immediately terminate your access and this agreement if: you do not comply with the agreement governing your accounts or your accounts are not in good standing, you breach this or any other agreement with us, or we have reason to believe there has been unauthorized use of your User ID or password. We will notify you for any reason that we terminate this agreement or any online you are enrolled in. Online may also be terminated in the event of inactivity. If you do not log on or have outstanding scheduled bill payments or transfers through the online systems for 90 days, RCU may cancel your access without further notice.

### **Other Provisions**

There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review RCU's Funds Availability Notice to determine the availability of deposited funds. RCU reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, or lower an account balance below a required balance.

Matters not covered by this disclosure shall continue to be governed by RCU's Account Agreements, RCU Account Terms and Conditions, the Uniform Commercial Code as adopted by North Dakota, and any other applicable federal or North Dakota laws.

### **Business Days**

For the purpose of this electronic funds transfer disclosure, RCU's business days are Monday through Friday, excluding holidays.

### **Liability for Unauthorized Consumer Transfers**

Notify us immediately if you believe your User ID, password, or any other access information has been lost or stolen. Telephoning is the best way of keeping your possible losses to a minimum as you could lose all the money in your account. If you tell us within 2 business days after you learn of loss or theft, you can lose no more than \$50 if someone used your access information without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your account access information, and we can prove we could have stopped someone from using your account if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was available to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods. If you believe your account access information has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call RCU at 701-667-9500 or write to us at Railway Credit Union, 1006 E Main Street, Mandan, ND 58554. When you give someone your User ID and password, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. Transactions initiated with fraudulent intent by you or someone acting with you are also authorized transactions.

### **Our Liability for Failure to Make Transfers**

If RCU does not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, RCU will be liable for your losses or damages directly related to the transactions. In no event shall RCU be liable to you for:

- Failure to provide access to online
- If, through no fault of ours, you do not have enough money in your account to make the

transfer or your account is closed

- If the money in your account is subject to a legal process or there are other encumbrances restricting the transfer
- If the transfer would exceed the courtesy pay benefit limit
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken
- If you have not properly followed any applicable device or wireless service provider user instructions
- If your device fails or malfunctions or online was not working properly, and you knew about the breakdown when you started the transfer
- If the error was caused by a system beyond our control, such as that of your internet or wireless service provider
- There may be other exceptions not stated in our agreement with you

### **In Case of Errors or Questions about Your Consumer Electronic Transfers**

Telephone us at 701-667-9500 or write us at Railway Credit Union, 1006 E Main Street, Mandan, ND 58554 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three 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 we used in our investigation.

## **eNotifications Agreement**

This disclosure contains important information about RCU's Electronic Statements, Receipts, and Notices, also referred to as eStatements, eReceipts, eNotices. You should keep a copy of this disclosure for your records.

### **Enrolling**

You may enroll in eStatements, eReceipts, or eNotices by accessing the account setting email page within your Mobicint online banking service or mobile app. Once your enrollment request is received and loaded by RCU, you will receive an email confirmation that your next produced statement, receipt or notice will come electronically.

### **Delivery**

If you enroll in eStatements, we will send you an email alert to the email address you provide when your statement becomes available for viewing online. The email alert will include instructions to access the Mobicint login screen. You can also navigate to the "Statements + Documents" page anytime from within Mobicint.

If you enroll in eReceipts, we will send you an email with a PDF copy of the receipt to the email address we have on file as soon as the transaction is completed.

If you enroll in eNotices, we will send you an email with a PDF copy of the relevant account notice(s) for that day to the email address we have on file prior to 11:00am that day.

### **Availability**

eStatements are securely available online for 24 months after you enroll. Check images can be accessed online for 3 months. Both eStatements and check images may be downloaded or printed for permanent retention. If you need a paper copy, please contact us at 701-667-9500 or 701-222-8736. Any PDF receipt or notice emailed to you is your responsibility to retain for the desired amount of time.

### **Canceling eNotifications**

You may cancel your eStatement, eReceipt, or eNotice service at any time by contacting us via phone or mail. We will resume delivery of your paper statements and notices by U.S. Mail, receipts will be printed at the office at the time transactions are completed. There will not be a fee associated with the reinstatement of paper statements.

### **Hardware and Software Requirements**

If you can access Mobicint, you should be able to access your eNotifications. However, prior to enrolling in any eNotification service, you should verify that you have the following hardware and software:

- Internet Access.
- A computer or wireless device with an Internet browser that can support 128-bit encryption.
- Adobe Reader®
- Access to a printer or storage medium such as a hard drive so that you can download and/or print statements for your records.
- An external email address.

We may revise hardware and software requirements, and if there is a material change that may impact your ability to access eStatements, eReceipts or eNotices, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving the document(s) (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

### **Email Address Changes**

In order to provide eStatements, we must maintain a current email address at all times. You are required to notify us of any changes to your personal contact information. We are not liable for any delays in account notifications due to an invalid email address. You can change your email address within the app in the settings or by contacting the credit union at [eservices@railwaycu.com](mailto:eservices@railwaycu.com)



If you have a “multiple-party account” as defined in the Terms and Conditions account agreement, your email address may be changed by any authorized party to your account. RCU will have no obligation or liability to any of the parties to a “multiple-party account” if the email address is changed.

## **Mobile Banking Agreement**

This agreement contains the terms that govern your use of the Mobicint Mobile Banking application services. You may use this service to access your accounts on a mobile device. By using Mobile Banking to access an account you are agreeing to the terms of this Agreement, which supplements the Account Agreements and Disclosures provided at the time of Account opening. This also includes the standard Mobicint agreement and disclosure previously agreed to during your initial enrollment. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

### **Other Agreements:**

Railway Credit Union does not charge a fee for this service; however, standard data rates from your mobile service provider may still apply. 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.

### **Description of Service:**

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. 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 Railway Credit Union account information, transfer funds, view account balances, and view account detail and history. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then register your mobile device after you have downloaded the app for your mobile device. We reserve the right to limit the types and number of accounts eligible for mobile banking. We 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 supportable for all devices. Railway 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.

### **Use of Service:**

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. Railway Credit Union will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

### **Equipment and Software:**

Railway Credit Union does not guarantee that your Device or mobile phone service provider will be compatible with Mobile Banking.

# Remote/Mobile Deposit Capture Agreement

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Mobile Deposit that Railway Credit Union ("Credit Union", "us", or "we") may provide to you ("you", or "user"). Other agreements you have entered with the Credit Union, including your account agreements and disclosures, as amended from time to time, are incorporated by reference and made a part of this Agreement.

## Services

The Mobile Deposit capture service is designed to allow you to make deposits to your checking account from a remote location by scanning the front and back of checks and delivering the images and associated deposit information to the Credit Union or Credit Union's designated processor.

## Acceptance of these Terms

Clicking accept during the enrollment process of the mobile deposit feature and your use of the 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, U.S. mail or on our website by providing a paper copy or a link to the revised Agreement. Your continued use of the mobile deposit service will indicate your acceptance of the revised Agreement. Further, the Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the mobile deposit service at any point in time with or without notification. Your continued use of the service will indicate your acceptance of any such changes to the Services.

## Limitations of Service

When using the mobile deposit service, you may experience technical or other difficulties. We will attempt to post alerts on our website or send an email message to notify you of these interruptions in with the mobile deposit service. 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 service, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

## Unavailability of Services

At times these Services may be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider, mobile device provider and Internet software. If the mobile deposit service is unavailable, you may deposit an original check at one of the Credit Union branches or by mailing the original check to Railway Credit Union, 1006 E Main Street, Mandan, ND 58554.

## 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 the Credit Union. The Credit Union is 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 directly with the third-party software provider at time of download and installation.

## Eligible items

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). When the image of the check transmitted to Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Article 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 or items payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks or items containing any type of alteration, 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.
- 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" or "post-dated".
- Any savings bonds.
- Any item that is stamped with a "non-negotiable" watermark.
- Checks or items prohibited by Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account.
- Checks or items payable on sight or payable through Drafts, as defined in Reg 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.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
- Checks or items that are in violation of any federal or state law, rule, or regulation

### **Endorsements and Procedures**

You agree to legibly endorse the back of any item transmitted through the mobile deposit service with the following:

"For Mobile Deposit Only to Railway Credit Union". You agree to follow all other procedures and instructions for use of this Service as Railway Credit Union may establish from time to time.

### **Conformation of Items**

We reserve the right to reject any item transmitted through the Service, at our discretion. 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 an on-screen confirmation from the Credit Union that we have received the image. Receipt of such on-screen confirmation does not mean that the transmission was error free, complete or considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item or rejection of a deposit.

### **Funds Availability**

You agree that items transmitted using the Services are subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 3:30p.m. Central Time on a business day, as outlined in this Agreement, we consider that day to be the day of your deposit with availability the next business day. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services in excess of \$500.00, will generally be made available in two business days from the day of deposit; however, Credit Union reserves the right, in its sole discretion, to delay availability longer than two business days. Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Credit Union, in its sole discretion, deems relevant.

### **Storage of Original Checks**

Upon your receipt of a confirmation from Credit Union that we have received an image that you have transmitted, you agree to retain the check for at least 90 calendar days from the date of the image transmission. After 90 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 Credit Union upon request. 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.

### **Deposit Limits**

We may establish limits from time to time on the dollar amount and/or the number of items or deposits. 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. The current monthly limit is \$5,000.00 with a limit of \$3,000.00 per item/day. We reserve the right to change these limits at any time without prior notice to you.

### **Presentment**

The manner in which the items are cleared, presented for payment, and collected shall be in the Credit Union's sole discretion subject to the Account Disclosure governing your account.

### **In Case of Errors**

You agree to notify Railway Credit Union by calling 701-667-9500 or via email at [eservices@railwaycu.com](mailto:eservices@railwaycu.com) of any suspected errors regarding items deposited through the Mobile Deposit service right away, and in no event later than 30 days after the applicable Credit Union account statement is sent. Unless you notify the Credit Union within 30 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 the Credit Union for such alleged error.

### **Errors in Transmission**

By using the Mobile Deposit Service you accept the risk that an item may be intercepted or misdirected during transmission. Railway Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

### **Items Returned Unpaid**

With respect to any item that you transmit to us through these Mobile Deposit Services 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 these Mobile Deposit Service are provisional until final payment by the institution on which the deposited item is drawn. You are responsible for any loss or overdraft plus any applicable fees due to an item being returned unpaid.

### **Image Quality**

The image of an item transmitted to the Credit Union using the Mobile Deposit Service must be legible, as determined in the sole discretion of the Credit Union. Without limiting the foregoing, 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 the Mobile Deposit Service.

### **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.

### **Charges for Use of the Mobile Deposit Service**

All charges associated with the Mobile Deposit Service are disclosed in the Railway Credit Union Fee Schedule.

### **Periodic Statement**

Any remote deposits made through the Mobile Deposit Service will be reflected on your monthly Account statement.

## **Business Days**

Our business days are Monday through Friday excluding the following holidays observed by Railway Credit Union:

- New Year's Day
- President's Day
- Friday prior to Easter
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

## **User warranties and indemnification**

You warrant to the Credit Union that:

- All signatures on the check are authentic and authorized.
- The check has not been altered.
- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to the Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware.

You agree to indemnify and hold harmless the Credit Union from any loss for breach of this warranty provision or if the check is dishonored for any other reason.

## **Cooperation with Investigations**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including but not limited to 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.

## **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 Mobile Deposit Service for any unauthorized or illegal purposes or you use the Mobile Deposit Service in a manner inconsistent with the terms of your Member Services Disclosure or any other agreement with us. You may terminate this service at any time by contacting the Credit Union via email at [www.railwaycu.com](mailto:www.railwaycu.com).

## **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 is 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.

## **Ownership & License**

You agree that the Credit Union retains all ownership and proprietary rights in the Mobile Deposit Service, associated content, technology, and website(s). Your use of the Mobile Deposit 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 the Mobile Deposit Service (i) in any anti-competitive manner, (ii) for any purpose that would be contrary to the Credit Union's business interest, or (iii) to the Credit Union's actual or potential economic disadvantage in any aspect. You may use the Mobile Deposit Service 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 Mobile Deposit Service.

## **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.

## **Relationship to Other Disclosures**

The information in this Agreement applies only to the Mobile Deposit Service. Provisions in other agreements 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.

## **Joint and Several Liability for Joint Accounts**

If a Credit Union 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 Mobile Deposit Service 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 Union 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.

## **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 THE MOBILE DEPOSIT SERVICE, 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 (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

## **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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF RAILWAY CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

## **Electronic Signature**

This Agreement is an electronic contract that sets out the legally binding terms of your use of these Services. 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 visiting the disclosure page on our website [www.railwaycu.com](http://www.railwaycu.com).

**Federally Insured by N.C.U.A.** Railway Credit Union June 2022

## **Bill Pay Agreement - Consumer**

This is your bill pay agreement with Railway Credit Union. You may use Railway Credit Union online bill pay services to direct Railway Credit Union to make payments from your designated checking account to the Payee(s) 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).

"You" or "your" means each person who is authorized to use the service. "Payee" means anyone, including Railway Credit Union, you designate, that Railway Credit Union accepts as a payee.

### **HOW TO SET UP PAYEES/PAYMENTS**

Enroll in Bill Pay through the Mobicint online banking system. To add a new payee after you have enrolled you can use the payee button on the screen or speak to a service representative, who will assist you. You may add a new fixed payment to a Payee, only if the Payee is on your authorized list of payees, and by accessing the Service and entering the appropriate information. Railway Credit Union reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by the Railway Credit Union will be assigned a payee code. You may pay almost any payee you wish. There are several restrictions: 1) The merchant must be located in the United States; 2) Payments may not be remitted to tax authorities or government and collection agencies; 3) Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities and 4) Court directed payments are unauthorized (Alimony, child support, or other legal debts); 5) Railway Credit Union loan payments. Don't forget you can use this system to send payments to your son/daughter in college, pay your local orthodontist, credit cards, charitable donations, etc. A merchant is defined as anybody (company or individual) to whom you want to send money. Railway Credit Union is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

### **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 payment 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 Railway Credit Union, is currently 2:00 PM EST. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (generally weekends and certain holidays) as the payment 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 non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

\* If the recurring payment/Pay Backwards 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 payment/Pay Backward option is not selected (or if the Pay Backward option is not available), the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

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.

For Single and Recurring Payments, YOU MUST ALLOW AT LEAST SEVEN (7) BUSINESS DAYS, PRIOR TO THE DUE DATE, for each bill payment to reach the Payee. Any bill payment can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

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 Railway Credit Union. Railway Credit Union reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and Railway Credit Union 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 that Railway Credit Union, at its option, may charge any of your accounts with Railway Credit Union to cover such payment obligations. Railway Credit Union reserves the right to change the cut-off time. You will receive notice if it changes.

#### **LIABILITY**

You are solely responsible for controlling the safekeeping of, and access to, your Personal Identification Number (PIN). You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify Railway Credit Union and arrange to change your PIN. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. Railway Credit Union is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment.

Railway Credit Union is not liable for any failure to make a Bill Payment if you fail to promptly notify Railway Credit Union after you learn that you have not received credit from a Payee for a Bill Payment. Railway Credit Union 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 Railway Credit Union's agent. In any event, Railway Credit Union 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 Railway Credit Union has knowledge of the possibility of them. Railway Credit Union 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 Railway Credit Union's reasonable control.

#### **Amendment and Termination**

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

Railway Credit Union has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to Railway Credit Union. Railway Credit Union is not responsible for any fixed payment made before Railway Credit Union has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Railway Credit Union on your behalf.

#### **Fees**

The fee for the Bill Paying Service is \$0.00 per month, for an unlimited number of monthly payments. Overdraft Fee: \$25.00



Railway Credit Union reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included or received when you opened your account. The Electronic Fund Transfers Disclosure Statement discloses important information concerning your rights and obligations along with the credit union's fee schedule.

## **Bill Pay Agreement - Business**

This is your bill pay agreement with Railway Credit Union. You may use Railway Credit Union online bill pay services to direct Railway Credit Union to make payments from your designated checking account to the Payee(s) 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).

"You" or "your" means each person who is authorized to use the service. "Payee" means anyone, including Railway Credit Union, you designate, that Railway Credit Union accepts as a payee.

### **HOW TO SET UP PAYEES/PAYMENTS**

When you complete your bill paying enrollment form, you will select a User I.D. and a Personal Identification Number (PIN). The credit union will make every effort to accommodate your request. Each time you access the service, you will be asked to enter your User I.D. and PIN. Three (3) incorrect login attempts will cause the account to be locked out.

To add a new payee after you have enrolled you can use the payee button on the screen or speak to a service representative, who will assist you. You may add a new fixed payment to a Payee, only if the Payee is on your authorized list of payees, and by accessing the Service and entering the appropriate information. Railway Credit Union reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by Railway Credit Union will be assigned a payee code. You may pay almost any payee you wish. There are several restrictions: 1) The merchant must be located in the United States; 2) Payments may not be remitted to tax authorities or government and collection agencies; 3) Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities and 4) Court directed payments are unauthorized (Alimony, child support, or other legal debts); 5) Railway Credit Union loan payments. Don't forget you can use this system to send payments to your son/daughter in college, pay your local orthodontist, credit cards, charitable donations, etc. A merchant is defined as anybody (company or individual) to whom you want to send money. Railway Credit Union is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

### **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 payment 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 Railway Credit Union, is currently 2:00 PM EST. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (generally weekends and certain holidays) as the payment 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 non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

\* If the recurring payment/Pay Backwards 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.

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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 Railway Credit Union. Railway Credit Union reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and Railway Credit Union 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 that Railway Credit Union, at its option, may charge any of your accounts with Railway Credit Union to cover such payment obligations. Railway Credit Union reserves the right to change the cut-off time. You will receive notice if it changes.

### **Liability**

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Railway Credit Union is not liable for any failure to make a Bill Payment if you fail to promptly notify Railway Credit Union after you learn that you have not received credit from a Payee for a Bill Payment. Railway Credit Union 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 Railway Credit Union's agent. In any event, Railway Credit Union 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 Railway Credit Union has knowledge of the possibility of them. Railway Credit Union 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 Railway Credit Union's reasonable control.

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