

ONLINE BANKING AGREEMENT

This Agreement contains the terms and conditions for the use of Five Star Credit Union (“Credit Union”, “us,” or “we”) electronic banking services that we or our affiliates may provide to you (“you,” or “User”). Other agreements you have entered into with us, including the Membership & Account Agreement, Electronic Funds Transfer Agreement, Remote Deposit Capture, e-statement Agreement, Bill Pay Agreement, and other Disclosures governing your account, are incorporated by reference and made a part of this Agreement.

1. The word “account” means those accounts with us that you may access by use of Online Banking. Online Banking is an electronically automated system that may be accessed by a telephonic device or an on-line computer request through which, when used in conjunction with the authorization information (password), you may request the Credit Union to conduct transactions or perform services on your behalf as provided by this Agreement. “Online Banking” refers to the service connection established between your computer and the Credit Union’s server.
2. By accepting this Agreement you agree that you will be responsible for all transactions made by anyone who uses Online Banking to access your account(s) as permitted by law. This includes any requests for services, changes, transactions, or other requests made via the secured message service of Online Banking. Each account holder registering for Online Banking and each person you give the password can access any of the designated accounts and otherwise use Online Banking. In order to process your requests you agree we may request and you must meet our security requirements to identify unauthorized users.
3. You understand Online Banking may be used to, among other things, transfer funds between certain accounts, withdraw funds from certain accounts, transfer between financial institutions, make advances under certain accounts, view Enrolled Accounts, Add an Account, Pending Transfers, Transfer History Transactions, Downloads, Search, View Holds Transfers and Loan Payments, Viewing New, Pending, History, Transfer to Any Account, and Pay Loan by Debit/Credit Card, Check Withdrawal. The available services are subject to change at any time without prior notice to you. If through some error the use of your password with the Online Banking system permits you to withdraw funds from an account that you should not be allowed to use, we may charge the amount involved to an account that you can use. When using our Online Banking system, your transactions will be in “real-time”, i.e. your communication may be reviewed by us later. We will accept computer messages through you using Online Banking requesting the Credit Union to process transactions as permitted under this Agreement or as may be provided in the future.
4. You agree that Online Banking messages received after 4:00 p.m. (Central Time) generally will not be processed until the next business day and there is no guarantee that any message will be acted upon by us.
5. We have no obligation to monitor how your password is used or to notify you if we notice any unusual activity with regards to any of your accounts which may be accessed by use of your

password. We have no obligation to monitor how you use the Online Banking system or to notify you if we notice any unusual activity with regards to any of your accounts which may be accessed by use of the Online Banking system. Obtaining internet service and providing a computer to use the system is entirely your responsibility.

6. You agree to notify us immediately if you believe your password for Online Banking has been used, obtained or compromised in any way. You understand we may suspend your access until a new password has been established with Online Banking. The fastest way to notify us is to telephone us at 1-888-619-1711.

7. You agree that we may, at any time, in our sole discretion and without notice to you, suspend or terminate your access to Online Banking. You may terminate this Agreement at any time by giving written notice to us at our PO Box 2028, Dothan, AL 36303. Your written notice of termination or cancellation will become effective not later than the end of the first business day following our actual receipt of your notice. The termination or cancellation will not affect liability incurred by you prior to termination.

8. Account transactions initiated by the use of Online Banking are subject to the rules and Agreements covering your accounts with us, and this Agreement is made part of and supplemental to those rules and Agreements.

9. This Agreement may be changed at any time. Notice of any such change, unless otherwise required by applicable law, will be sent electronically. Changes will be effective on the date sent. Your use of Online Banking after the effective date of any changes is acknowledgment of your acceptance of the change.

10. You agree we accept no responsibility for equipment failure or damage, computer viruses, or software damage which may occur as a result of your use of Online Banking. Even though we believe that Online Banking will prove to be reliable, the system may not operate properly at all times. We, therefore, do not promise that Online Banking will always be available for your use. You will not attempt to make a transfer when the system tells you or circumstances give you reason to believe that the system is closed or is not operating properly due to a technical malfunction or is otherwise unable to initiate the transaction you desire. You agree we will assume no liability due to your inability to access Online Banking due to communication problems or interruption, equipment failure, or other reasons beyond our control.

11. Except as provided herein, in no event shall we have any liability to you or any third party for any damages. You agree to indemnify and hold us, our officers, employees, agents and assigns harmless against any third party claim demand, suit, action or other proceeding related to this Agreement.

12. You agree you are responsible for all charges assessed by communications companies, data, local and long-distance telephone companies, internet service providers or other related companies. You will pay any charges, as set forth in our schedule of fees, as amended from time to time that may be approved by our Board of Directors for your use of the Online Banking. All

approved charges may, at our option, be charged against any account which may be accessed by you.

13. We can delay enforcing any of our rights under this Agreement without losing them. The fact that we do not enforce our rights in one instance does not mean that we will not do so in another instance. This Agreement and all transactions under this Agreement will be governed by Alabama law and applicable Federal law.

14. You agree to indemnify and hold us harmless from any loss resulting from a request made within Online Banking. You acknowledge and agree to indemnify and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising, directly or indirectly, from your use of Online Banking. This paragraph shall survive the termination of this Agreement.

15. You hereby acknowledge receipt of a copy of this Agreement and the following Electronic Fund Transfers disclosures and agree to all of the terms set forth therein.

WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SERVICE OR THE BROWSER, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES BECAUSE OF FAILURE OR DELAY IN THE DELIVERY OR PROCESSING OF ANY REQUEST, NOT CAUSED BY US. TO THE EXTENT PERMITTED BY APPLICABLE LAW OR REGULATION, WE DO NOT WARRANT YOUR EQUIPMENT, THE SOFTWARE OR THE BROWSER OR THAT THEY ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE, OR OTHERWISE, AND WE HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. ANY PROBLEMS WITH YOUR EQUIPMENT, THE SOFTWARE OR THE BROWSER MUST BE RESOLVED DIRECTLY WITH THE MANUFACTURER OR OTHER SUPPLIER. WE DO NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR THAT OPERATION OF THE SERVICE WILL BE ERROR FREE OR SECURE.

REMOTE DEPOSIT CAPTURE AGREEMENT

This Agreement contains the terms and conditions for the use of Five Star Credit Union (“Credit Union”, “us,” or “we”) Remote Deposit Capture Services that we or our affiliates may provide to you (“you,” or “User”). Other agreements you have entered into with us, including the Membership & Account Agreement, Electronic Funds Transfer Agreement, Online Banking, e-statement, Bill Pay, and other Disclosures governing your account, are incorporated by reference and made a part of this Agreement.

1. The remote deposit capture services (“RDC”) is designed to allow you to make deposits to your savings account or checking account from your smartphone by taking a picture of the check(s) and delivering the images and associated deposit information to us or our designated processor. There is currently no charge for RDC.
2. Your use of RDC 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 email or on our website(s) by providing a link to the revised Agreement. Your continued use of RDC will indicate your acceptance of the revised Agreement. Further, we reserve the right, in its sole discretion, to change, modify, add, or remove portions from RDCs. Your continued use of RDCs will indicate your acceptance of any such changes to RDC.
3. The amount you may deposit on any one day is tiered based on member relationship. This limit amount is subject to change. When using RDC, 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 RDC 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 RDC, in whole or in part, or your use of RDC, in whole or in part, immediately and at any time without prior notice to you. If we reject your deposit, you agree not to hold us responsible or liable for overdrafts or charges incurred due to rejection of deposit. It is at our sole discretion to reject any deposit.
4. You agree that you will not use RDC to deposit any checks or other items as shown below:
 - a. Checks or items payable to any person or entity other than you.
 - b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
 - c. 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.
 - d. Checks or items previously converted to a substitute check, as defined in Reg CC.
 - e. Checks or items drawn on a financial institution located outside the United States.
 - f. Checks or items that are remotely created checks, as defined in Reg CC.
 - g. Checks or items not payable in United States currency.
 - h. Checks or items dated more than 6 months prior to the date of deposit.
 - i. Checks or items prohibited by our current procedures relating to RDC or which are otherwise not acceptable under the terms of your account.
5. The image of an item transmitted using RDC must be legible. The image quality of the items must comply with the requirements established from time to time by the Board of Governors of

the Federal Reserve Board, or any other regulatory agency, clearing house or association. You understand that the imaged check transmitted to FIVE STAR CREDIT UNION must accurately and legibly provide, among other things, the following information: 1) The information identifying the drawer and the paying bank that is preprinted on the check including complete and accurate MICR information and the signature(s). 2) Other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

6. You agree to restrictively endorse any item transmitted through RDC with the following:

1) “For Mobile Deposit Only at FIVE STAR CREDIT UNION”, 2) Date of Deposit, 3) along with proper endorsement(s), or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of RDCs as we may establish from time to time. Failure to provide the above mentioned requirements may result in rejection of your deposit.

7. We reserve the right to reject any item transmitted through RDC, 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 us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. Should we reject a deposit, we will notify you via email. Deposits received and approved will be posted to your account same day. Exceptions may apply during holidays and/or special and emergency closings. Business days are Monday through Friday, excluding Federal holidays and FIVE STAR CREDIT UNION holidays.

8. You agree that items transmitted using RDC are **not subject** to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using RDC will be available after we receive payment for the funds submitted. We 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 we, in our sole discretion, deem relevant.

9. Upon your receipt of a confirmation that we have received the image of an item, you agree to securely store the item for 60 days. Immediately after 60 days you will mark the item as “Electronically Presented” or “VOID” and to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item.

11. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using RDC and to modify such limits from time to time.

12. In order to use RDC you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. We are not responsible for any third party software you may need to use RDC. 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.

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

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

15. If any item deposited through RDC is dishonored, rejected or otherwise returned unpaid, for any reason, including issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check, plus fees, and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You shall not attempt to negotiate an item if it has been charged back to you.

16. YOU AGREE YOUR USE OF RDC 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 RDC, 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 RDC (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR- FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM RDC WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN RDC OR TECHNOLOGY WILL BE CORRECTED.

17. 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 RDC 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FIVE STAR CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

18. You warrant that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to the Credit Union is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold us harmless from any loss for breach of this warranty provision. You acknowledge and agree to indemnify and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising, directly or indirectly, from your use of RDC. This paragraph shall survive the termination of this Agreement.

WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SERVICE OR THE BROWSER, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY

LOSSES OR DAMAGES BECAUSE OF FAILURE OR DELAY IN THE DELIVERY OR PROCESSING OF ANY DEPOSIT, NOT CAUSED BY US.