

BY CLICKING “I ACCEPT”, “I AGREE”, “PROCEED”, OR “CONTINUE”, AS APPLICABLE, OR BY USING ANY OF MEMBERS FIRST CREDIT UNION’S ONLINE BANKING SERVICES (AS DESCRIBED HEREIN), YOU AGREE TO BE BOUND BY AND FULLY COMPLY WITH EACH AND EVERY PROVISION OF THIS ONLINE BANKING SERVICES AGREEMENT.

ONLINE BANKING SERVICES AGREEMENT

THIS ONLINE BANKING SERVICES AGREEMENT states the terms and conditions that apply when you use Members First Credit Union Online Banking Services. These terms and conditions are in addition to those that otherwise apply to any accounts you have with us or any other services by us for you. You must also follow all of our instructions, procedures, and policies applicable to Online Banking Services.

1. YOU ACKNOWLEDGE AND AGREE THAT ANY PERSON USING ONLINE BANKING SERVICES MUST BE AT LEAST EIGHTEEN (18) YEARS OLD. PERSONS UNDER EIGHTEEN (18) YEARS OLD ARE PROHIBITED FROM USING OR ACCESSING ONLINE BANKING SERVICES.

2. Acceptance and Amendment of this Agreement.

You agree to all of the provisions of this Agreement and each amendment to this Agreement by any and all of the following means: (a) using our Online Banking Services to perform any transaction; (b) causing your company representative to consent to this Agreement, if you are a business entity; and (c) completing a separate electronic consent form to receive disclosures and enter into this Agreement electronically.

Your electronic consent or use of our Online Banking Services has the same effect as if you had signed this Agreement with your physical signature or that of your authorized company representative.

Your electronic consent or use of our Online Banking Services is also your acknowledgement that you have read this Agreement in electronic form. If you would like to have a paper copy of this Agreement, please contact us by telephone at 855-835-6328 or write us at Members First Credit Union, P.O. Box 2165, Midland, MI 48641, and we will mail a paper copy to you. You may also access a copy of this Agreement on the Web Site at the “Documents” link.

We may amend this Agreement at any time. We will comply with any notice requirements under Applicable Law for such changes. If Applicable Law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice, which methods may include without limitation sending electronic notice or posting such amendment on the Web Site. The use of the Online Banking Services by you, the Master User, and any Sub-User after the effective date of any such amendment shall constitute an acceptance by you of such amendments to this Agreement. You shall be responsible for establishing an internal procedure for reviewing the Web Site and any messages sent by us to you through Online Banking Services on a regular basis to obtain timely notice of amendments to this Agreement. You agree not to contest the validity or enforceability of this Agreement as amended per this Section. The course of dealing among the Parties shall not modify or amend this Agreement in any respect.

You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

3. Explanation of Certain Terms.

For purposes of this Agreement, the following terms and all variations thereof (including the singular, plural, and possessive and the past, present, and future tense) shall have the following meanings:

"ACH Rules" means the rules of the National Automated Clearing House Association and any other relevant clearing house associations, as amended from time to time.

"Agreement" means this Online Banking Services Agreement and any amendments made in accordance with the provisions of this Agreement.

"Applicable Law" means the constitutions, statutes, codes, ordinances, rules, regulations, orders, decisions, judgments and decrees of any governmental authority of the State of Michigan and any other governmental authority having jurisdiction over the Parties.

"Credit Union", "we", "us", "our", and "MFCU" mean Members First Credit Union and any other person or legal entity whom we designate to provide Online Banking Services.

"Business Account" means an account that is not a Consumer Account.

"Business Day" means Monday through Friday, except Federal Banking Holidays.

"Connected Accounts" shall mean and refer to any one or more of the deposit, loan, or other accounts designated by you for use in connection with Online Banking Services.

"Connect" your account(s) means to enable you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

"Consumer Account" means an account established primarily for personal, family, or household use.

"Member", "you", and "your" mean an individual person or business entity that we permit or they permit to use Online Banking Services.

"Member Account" means any one or more of the loan, demand deposit, time deposit, savings, money market, or other accounts held by Member at MFCU.

"Fees and Expenses" means: (a) any fees or expenses identified on the fee schedule established by us, as may be amended from time to time by sending notice or posting such amendment on the Web Site; (b) overdrafts and overdraft fees; (c) fees and expenses relating to the Connected Accounts or any other Member Account; (d) transaction fees; (e) any and all fees or charges incurred by you or us to third parties that are related to use of the Web Site or the Online Banking Services; (f) attorneys' fees paid or incurred by us to enforce or interpret any provision of this Agreement; (g) attorneys' fees paid or incurred by us if we shall file or commence any litigation to protect our rights with respect to you, the Online Banking Services, or to enforce any provision of this Agreement; (h) auditing and investigation fees; (i) any fees and expenses regarding the Required Technology; (j) all those fees and expenses identified in this Agreement; (k) late fees; and (l) all other expenses paid or incurred by us on behalf of you in connection with this Agreement.

"Master User" shall mean and refer to the individual designated by you to be responsible for supervising use of the Web Site and the Online Banking Services.

"Online Banking Services" shall mean and refer to such services provided by Bank, from time to time through the Web Site or through any Required Technology, as contemplated by this Agreement. Such services may include but are not limited to the following: Online Account Services, Stop Payment Services, Funds Transfer Services, External Funds Transfer Services, Voice Banking Services, Mobile Banking Services, Third Party Transfer Services, Online Statement Services, ACH Transfer Services, Wire Transfer Services, Bill Pay Services, Credit Card Services, and Business Transfer Authorization Services. Such services may be provided during the Term as further defined in this Agreement.

"Party" means one or more of you and us.

"Person" means any individual, business or other corporate entity, trust, trustee, personal representative, executor, receiver, liquidator, or other person.

"Required Technology" means the computer and communications hardware, software, web internet access, communications services, or other technology necessary to access and use Online Banking Services in accordance with this Agreement.

"Security Devices and Procedures" shall mean and refer to any user ID, password, code, mobile access code, authorization number, confidential information, encryption key, confirmation or tracking number, method, protocol, or any other information, control, identifier, document, program, mechanism, or procedure used to gain access to, verify, or protect the security and operation of the Web Site, the Online Banking Services, or other sensitive information.

"Sub-User" shall mean and refer to any one or more individuals authorized to use the Web Site or Online Banking Services by the Master User.

"Term" shall mean and refer to the term of this Agreement as set forth in this Agreement.

"Transfer" shall mean any direct or indirect, voluntary or involuntary, sale, purchase, assignment, pledge, conveyance, delegation, assumption, abandonment, or other change in ownership or possession of any kind, character, or description.

"Unauthorized Use" shall mean and refer to any of the following uses or activities regarding the Web Site or the Online Banking Services: (a) any Master User or Sub-User account being used for access by more than one individual; (b) any Person exceeding the scope of the authority granted such Person by you; (c) any use or access in violation of the terms of any loan or agreement between you and us; (d) sending any transmission to us containing errors; (e) any use or access that is in violation of Applicable Law or that may reasonably be expected to subject us to investigation, prosecution or legal action; (f) any use or access related to a failure or defect in Required Technology; (g) any action resulting in an overdraft of any Member Account; (h) any involuntary use or access; (i) any use or access resulting from a failure to maintain confidentiality of or observe any Security Devices and Procedures; (j) any use or access that is not solely for conducting your business with MFCU; and (k) any use or access by any Person other than a Sub-User or the Master User.

"Web Site" shall mean any one or more of www.mfcu.net and any individual internal web page linked from the foregoing sites and established and maintained by Members First Credit Union. The term "Web Site" shall not include any web site not controlled and maintained by Members First Credit Union.

4. Online Banking Services.

We may provide Online Banking Services to you during the Term from time to time as described in this Agreement. You understand and agree that we may, and you authorize us to, provide Online Banking Services through one or more third party vendors. This Agreement does not apply to services provided under separate agreements with third party vendors that do not specifically reference this Agreement or that are not specifically referenced in this Agreement.

Please refer to the online help and instructions on how to use our Online Banking Services. Such instructions are part of this Agreement. Please note that during your use of Online Banking Services, we may provide you with additional requirements and limitations regarding the use of Online Banking Services through the system by which we may provide Online Banking Services. You agree to be bound by any and all such additional requirements and limitations. You also agree to be bound by any and all of our published policies and procedures, whether published on the Web Site, through the Online Banking Services, or otherwise. Any and all such policies and procedures shall be a part of this Agreement.

5. Types of Online Banking Services

You, or someone you have authorized by giving them access to your login information, password, or other Security Devices and Procedures (even if that person exceeds your authority), can instruct us to perform the following transactions: (a) transfer funds between Connected Accounts; (b) obtain information that we make available about Connected Accounts; and (c) obtain other services or perform other transactions that we allow, as discussed in this Agreement. You hereby authorize us to process and execute any and all requests, payment orders, or other transactions initiated by you through Online Banking Services. The following are the types of Online Banking Services we may provide under this Agreement:

5.1. Online Account Services. We may allow you to obtain an overview and history of your Connected Accounts with our Online Account Services. You may also view recent online and other account activity for your Connected Accounts and send secure messages to us requesting account information or making other inquiries. Other features we may offer through Online Account Services are allowing you to change your address on file with us, change the way information is displayed through Online Banking Services, change your password and login information, and set automated alerts for certain events occurring with respect to your Connected Accounts.

We may also allow you to download information regarding Connected Accounts to your systems for use with your third party financial management software such as Quicken® or Microsoft Money®. Please note, we cannot control and are not responsible for such information or your use or storage of such information after downloading from our systems.

Information you obtain about your Connected Accounts using our Online Banking Services may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

5.2. Stop Payment Services. We may allow you to initiate stop payment requests through our Online Banking Services. You may place a stop payment on any check you have written you have initiated that that has not already been processed by us for payment. The information on the stop payment request must precisely identify the check number, the date, the payee and the amount of the check. If you do not give complete, exact information, we assume no responsibility for stopping payment. The stop payment request must be received in time to give us a reasonable time to act upon it. If the item is an electronic transfer (ACH or otherwise), we must receive this notice at least three (3) Business Days preceding the scheduled date for the payment of the item. We cannot stop payment on an electronic fund transfer resulting from a point of sale transaction. Stop payments received before 2:00 p.m. on a Business Day are intended to be processed on the day received. Stop payment requests received after 2:00 p.m. on a Business Day or on a non-Business Day will be processed on the next Business Day. A stop payment request for a check must be received before the check has been presented for payment. A stop payment order is effective for six (6) months unless renewed through Online Banking Services or in writing before the expiration of the six (6) months. If the stop payment request is not renewed before the expiration of six (6) months, it will automatically terminate, and the credit union is free to pay the check or other item. In such an instance, you hereby agree to waive any and all claims against us with respect to the stop payment request or the check or other item itself and you further agree to indemnify and hold the us harmless with regard to any and all claims involving the stop payment request and the applicable check or other item. You agree to pay a stop payment fee for each new stop payment request and each renewal of a stop payment request processed through Online Banking Services.

To stop a payment, you may also call or write us at the phone number or address listed in the Section titled "Notice", or by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request three (3) Business Days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing and have it delivered to us within fourteen (14) days after you call.

5.3. Funds Transfer Services. This Section applies to internal funds transfers to and from accounts held with us and to external funds transfers to or from accounts held with other depository institutions. To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers and one-time funds transfers in accordance with the request that is made. We may reject preauthorized recurring fund transfers that vary in amount. You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

If any Connected Accounts are high yield accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited per month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, order or instruction. A limit on the total number of these kinds of withdrawals may be made by check, draft, debit card, or similar order payable to third parties.

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least one (1) Business Day for the transfer to post to your account(s). Please note that for external fund transfers, the time for completion and posting of the transfer may be extended due to processing times and delays by other financial institutions and intermediaries and for transfers to other countries. We will not be responsible for any delay regarding a funds transfer due to any processing time or delay of other financial institutions and intermediaries or relating to a transfer of funds to another country.

Each transfer will be posted to any Member Account from which it is initiated, and to any other Member Account that is involved in the transaction, on the Business Day on which the transfer is completed. Each transfer you make on a non-Business Day, or after our online banking cut-off time on any Business Day, will be considered initiated on the following Business Day. Our online banking cut-off time is 9:00 p.m. Eastern Time.

If you want to change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking Services no later than the day before the Business Day the transfer is scheduled to be made, and either delete it or make the change.

You may also call or write us at the phone number or address listed in the Section titled "Notice", or by using any method which we provide for changing transfers. If you call or write, you must do this in time for us to receive your request three (3) Business Days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing and have it delivered to us within fourteen (14) days after you call.

5.4. External Funds Transfer Services. We may allow you to Connect external accounts (accounts held at depository institutions other than us) that you own or for which you have unlimited authority to initiate deposits and withdrawals. By Connecting an external account, you authorize us to initiate automated clearinghouse debit or credit entries to such external account. By Connecting an external account you also certify that you are an owner or authorized on the external account with unlimited withdrawal or deposit rights on the depository institution's records, to originate transfers to or from the account. You agree to provide us written documentation of your ownership of or unlimited authority regarding such external Connected Accounts, as applicable, upon our request. You are required to notify us if any external Connected Account is closed or your withdrawal rights are limited or removed so such external Connected Account may be un-Connected from Online Banking Services. You acknowledge that all transactions involving external Connected Accounts must

comply with Applicable Law. The offsetting entries for any transfer to or from an external Connected Account must be made to or from a Connected Member Account. Transfers between external Connected Accounts are prohibited. When initiating a transfer to or from an external Connected Account, if you are not an owner of such account, you certify that you have full authority to initiate such transfer and that such transfer has been authorized by any and all necessary Persons.

5.5. Voice Banking Services. We may allow you to access our Voice Banking Services by calling our voice banking system at 800-767-6227. Please note you will need to be calling from a touch tone phone to access and use Voice Banking Services. Our Security Devices and Procedures may also require you to provide certain account information, login information, or PIN numbers to access Voice Banking Services. Through our Voice Banking Services, we may allow you to obtain information for your accounts and our branch hours and locations. In addition, we may also allow you to make transfers between your Connected Member Accounts. You understand and agree that we cannot control your physical environment to prevent interception of or eavesdropping on the contents of calls to our voice banking system and that, if you fail to use adequate internal Security Devices and Procedures, as required by this Agreement, your use of cordless and cellular telephones may not be secure. By accessing our Voice Banking Services, you assume any and all risk associated with your use of cordless and cellular telephones in connection with Voice Banking Services, including but not limited to the risk of interception of and eavesdropping on the contents of your calls to our voice banking system.

5.6. Mobile Banking Services. We may allow you to access certain of our Online Banking Services through a mobile or smartphone software application or other Required Technology. Certain of our Online Banking Services may be unavailable or limited when you use Online Banking Services with a mobile device or smartphone. Please note you will have to comply with any minimum hardware and software compatibility requirements established by any software vendor in connection with any such mobile or smartphone software application or other Required Technology. We may also require you to register each mobile device, smartphone, or other Required Technology with which you intend to access Mobile Banking Services. As with any other Required Technology, you are required to comply with the provisions of any and all license agreements regarding your use of any mobile or smartphone software application used to access Mobile Banking Services. Our Security Devices and Procedures may also require you to provide certain account information, login information, or PIN numbers to access Mobile Banking Services. You understand and agree that we cannot control your physical environment to prevent interception of the contents of transmissions to and from your mobile device, smartphone, or other Required Technology in connection with your use of Mobile Banking Services. You understand that if you fail to use adequate internal Security Devices and Procedures, as required by this Agreement, your use of a mobile device, smartphone, or other Required Technology may not be secure. By accessing Online Banking Services through Mobile Banking Services, you assume any and all risk associated with your use of mobile devices, smartphones, or other Required Technology in connection with Online Banking Services, including but not limited to the risk of interception of the contents of your transmissions to and from our systems. You understand and agree that for any mobile device, smartphone, or other Required Technology that you want to use with Mobile Banking Services, you must enable and use a key lock, passcode, or other software locking process to restrict use of such Required Technology. You understand and agree that each time you finish your use of Mobile Banking Services you are required to completely exit and terminate the software application or any other program you used to access Mobile Banking Services. You also understand and agree that you are required to notify us immediately if any mobile device, smartphone, or other Required Technology used to access Mobile Banking Services is lost or stolen. To the maximum extent permitted by Applicable Law, we will not be responsible for your failure to use any of the foregoing Security Devices and Procedures.

5.7. Online Statement Services. We may allow you to elect to receive periodic statements for your Connected Member Accounts electronically through Online Banking Services. You may make such

election by logging into Online Banking Services, accessing the "Delivery" feature, and following the instructions provided.

By initiating an electronic request through Online Banking Services for delivery of Online Statements, you (a) consent to receiving the electronic format of periodic statements and agree that we may stop delivering paper periodic statements by mail for the Member Accounts indicated in your electronic request, (b) you agree that you are able to view and download Adobe PDF files, and (c) you are required to update and download any software updates or other Required Technology in connection with any upgrade or modification to the PDF file format.

For joint account holders, any consent or withdrawal of consent to receive Online Statements by any one of you will be effective for all of you. By initiating a request to receive Online Statements you also agree to electronically receive any communication normally provided in the periodic statements, including contract change in terms, our Member Information Privacy Notice, and other notices that may be required by law.

If you open a new account after the date you elected to consent to receive any Online Statements, we will automatically set that account up for the Online Statements service unless you instruct us otherwise by sending us a secure message through the "Messages" feature of Online Banking Services, or by calling us toll free at the number listed in the Section titled "Notice".

You may currently receive a periodic paper statement with transaction detail for that statement period only for that account. You may enroll to receive an Online Statement in lieu of your paper periodic statement for a stand-alone account if the account is a personal checking, savings, or money market account with us, and you consent to receive Online Statements for that account.

If you have consented to receive Online Statements, you must access Online Banking Services through the Web Site to get your Online Statements. You may receive notification via email that one of your accounts has a new statement available for viewing.

If you consent to the delivery of Online Statements for an account, we will no longer provide you with periodic paper statements for that account (except for the next periodic statement you receive after enrolling in Online Statements will be sent by mail and will also be available online.) You may obtain paper copies of your Online Statements by printing them yourself from the Web Site or by saving a copy to your device and printing later. You may also request a copy from us by calling us at the toll free number listed in the Section titled "Notice", but you may be charged a fee when we mail you a copy of your periodic statement.

You may withdraw your consent to receive Online Statements at any time by changing your Online Statement preferences through the "Delivery" feature of Online Banking Services. You may also send us a message through our Online Banking system by accessing the "Messages" feature, or by calling us toll free at the number listed in the Section titled "Notice". Also, if this Agreement is terminated or we deactivate the Master User's login account (for any reason), we will begin sending you paper periodic statements beginning in the month following the month of termination or deactivation.

If your email address changes, you must contact us and provide us with your updated e-mail address. You may update your e-mail address online by accessing the "User" link through Online Banking Services. You may also update your email address by calling us at the toll free number listed in the Section titled "Notice".

If you want to receive Online Statements again after you have withdrawn your consent for Online Statements, you must complete the consent process again and reconfirm your ability to access Online Statements through Online Banking Services.

5.9. ACH Transfer Services. Your transfers and payments to external accounts outside the credit union may be completed by automated clearing house entries. You understand and agree that you are prohibited from using Online Banking Services to initiate a payment from an external account outside MFCU to a Connected Account unless you own or have unlimited transfer and withdrawal authority with respect to such external account. You agree to be bound by the ACH Rules with respect to all such transfers and payments. You will be considered the originator of your automated clearing house entries under the ACH Rules. You agree not to initiate automated clearing house entries that violate Applicable Law, including but not limited to, sanctions enforced by the Office of Foreign Assets Control (OFAC). It is your responsibility to obtain information regarding OFAC enforced sanctions. You may obtain further information from the OFAC Compliance Hotline at (800)540-OFAC. Except for the entries we create to carry out your transfer and payment requests, this Agreement does not allow you originate any other types of automated clearing house entries. We may terminate or suspend this Agreement immediately if we believe you have breached the ACH Rules. You agree that we may audit your compliance with this Agreement, the ACH Rules, and any other as requested from time to time. By initiating a funds transfer through Online Banking Services, you certify that such transfer complies in all respects with Applicable Law and the ACH Rules.

You shall, not later than the settlement time as established in the ACH Rules, cause immediately available collected funds to be deposited in the applicable Connected Member Account in satisfaction of credit entries initiated by you through us. You authorize us to debit the applicable Connected Member Account on the applicable settlement date in the amount of each entry initiated by you.

With regard to credit entries subject to Article 4A of the UCC: (a) credit entries may be transmitted through the ACH system governed by the ACH Rules; (b) as between you and any Person other than us, your rights and obligations concerning credit entries shall be governed by and construed in accordance with the laws of the State of Michigan; (c) credit given by a receiving depository financial institution to a receiver for credit entries shall be provisional until such receiving depository financial institution has received final settlement through a Federal Reserve Bank, or otherwise has received payment as provided for in the ACH Rules, and (d) in the event any receiving depository financial institution does not receive such payment for credit entries, such receiving depository financial institution shall be entitled to a refund from the receiver in the amount of the credit to the receiver's account, and the originator will not be considered to have paid the amount of the credit entry to the receiver.

5.10. Wire Transfer Services. This Section shall not apply to Consumer Accounts. We may allow you to make wire transfers through Online Banking Services during the term of this Agreement. We send outgoing and receive incoming wire transfers through the Federal Reserve Bank or other third party financial institutions, as selected by us from time to time. All wire transfers made pursuant to this Agreement are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, and all other Applicable Law. You shall designate to us in the form required by us those Users authorized to instruct us regarding wire transfers including without limitation, Users authorized to initiate wire transfer requests and select advice methods, confirmation methods, and any or all authorizations and instructions that may be requested by us. We may rely on any such authorization until it has been revoked by you in writing or through Online Banking Services. We shall have a reasonable time to process any revocation received pursuant to this Section.

We may use means and routes for wire transfers that we deem suitable for each outgoing wire transfer in our sole and absolute discretion. We shall establish from time to time a specific time of day after which we will not accept an incoming wire transfer request to be processed on the day of receipt. Wire transfer requests received after our established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be considered received on the next Business Day.

You shall supply to us any information we may reasonably request regarding any wire transfer request initiated by you, including, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the name and routing number of the beneficiary's financial institution, such additional information as we may reasonably request and, if necessary, further evidence of any Master User's or Sub-User's authority to transfer funds or to do any other act contemplated by this Agreement. The order in which we process wire transfer requests is determined solely by us in our sole and absolute discretion. In addition to any other reasons contained in this Agreement, we may reject a wire transfer request from you if we are unable to obtain confirmation of such wire transfer request satisfactory to us. We may notify you by phone call or email in the event we reject a wire transfer request. We may also reject an incoming wire transfer if we have reasonable grounds to do so.

The Master User shall designate Users authorized to confirm wire transfer requests. The Master User may add, change or delete the Users appointed under this Section by written notice or through the Online Banking Services. We advise you not to waive confirmation. If you, however, choose to waive confirmation, you shall be liable for all outgoing wire transfer requests. You acknowledge that not using confirmation procedures substantially increases your risk of liability for an unauthorized wire transfer.

You may select the method or type of advice you wish to receive after we send an outgoing wire transfer. Your options include telephonic advices or secured messaging via Online Banking. If you select telephonic advices, you shall designate one or more Users to be contacted and telephone numbers to be used for advice purposes. We shall not be required to make more than one (1) attempt to reach your designated location by telephone. If we are able to reach your designated location, but not a User so designated by you, we may leave a message containing the information to be conveyed. If you select advices by secured messaging, you shall exercise extreme care in maintaining your own security in the receipt of facsimile advices. You may waive your right to receive advices.

Wire transfers across country borders are customarily processed by us through a correspondent. Any and all fees, commissions, or charges assessed by the correspondent shall be passed on to you. Payment to a foreign country is subject to the laws of the foreign country involved. We assume no liability for delays, non-delivery or other events resulting from causes beyond our control. In refunding unexecuted payment orders, our liability to you shall be limited to the extent we receive payment from the correspondent financial institution processing the transfer. Cancellation of a transfer involving other than domestic currency is subject to any rate exchange loss as determined by us. You shall sell any canceled payment order to us at the then current applicable foreign currency buy rate.

5.11. Bill Pay Services. During the Term of this Agreement, we may allow you to pay bills by electronic transfer or check to any Person whom we approve and you designate as a payee in any bill payment request sent through Online Banking Services. You may access our Bill Pay Services after logging into Online Banking Services by clicking on the Bill Payment link on the left side of the screen or through a mobile device or smartphone through a software application that we may make available to you in our sole discretion. You will then be directed to the web site of our third party bill payment provider. You will establish your list of payees by following the on-screen instructions and help features and instructions on the provider's web site. You may add a new fixed or recurring payment for any payee but only if the payee is on your authorized list of payees and has been approved by us. If the payee is not able to receive electronic payments, a paper check may be generated for payment. The check will carry your account number and will clear directly through the Member Account you designate. A unique check number will appear on your statement for easy recognition and later viewing. We reserve the right to refuse the designation of a payee for any reason. We are not responsible if a bill payment request can not 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.

We will process variable payments so that the payment is received on the Business Day you or the payee's statement designates as the due date, as applicable; provided the payment request is received prior to the applicable cut-off time. The current cut-off time set by us is 2:00 a.m. Eastern Time. Variable bill requests received after the cut-off time, or at any time on a non-Business Day may be processed on the next Business Day. We reserve our right to change the cut-off time by giving you notice of the new cut-off time. FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PAYMENT DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, THE PAYMENT WILL ALWAYS BE SCHEDULED TO ARRIVE ON THE CALENDAR DAY YOU SELECTED UNLESS THAT MONTH DOES NOT HAVE THE SAME NUMBER OF DAYS IN IT. THEN IT WILL BE SCHEDULED TO ARRIVE ON THE FIRST DAY OF THE FOLLOWING MONTH. Recurring payments will be processed to be received on the payment dates you have designated, unless such payment date falls on a non-Business Day resulting in your payment being processed to arrive on the NEXT Business Day. BASED ON THE LOCATION AND MANNER IN WHICH PAYMENT IS TO BE SENT, YOU MUST INITIATE YOUR BILL PAYMENT REQUESTS A REASONABLE AMOUNT OF TIME PRIOR TO THE ACTUAL DUE DATE TO PROVIDE ENOUGH TIME FOR YOUR PAYMENT TO REACH THE PAYEE PRIOR TO THE ACTUAL DUE DATE. SUCH REASONABLE TIME SHALL NOT BE LESS THAN (A) FIVE (5) BUSINESS DAYS FOR EACH PAPER BILL PAYMENT (RECURRING OR VARIABLE) OR (B) THREE (3) DAYS FOR EACH ELECTRONIC PAYMENT. IT IS YOUR RESPONSIBILITY TO SCHEDULE/ACTIVATE PAYMENTS IN ADVANCE, WHETHER RECURRING OR ONE-TIME PAYMENTS. WE WILL NOT BE RESPONSIBLE FOR LATE PAYMENTS WHEN YOU FAIL TO TIMELY INITIATE PAYMENTS PRIOR TO THE ACTUAL DUE DATE. Due to circumstances beyond our control, some payees take longer to post payments than others. We may send out your first payment up to eight (8) Business Days in advance of the payment date, and thus the amount of your check or electronic draft will be deducted from your Connected Account sooner than a payment/payee relationship that has already been established. After your first payment has posted, you will have a better understanding of how much time to allow for each payee. You must select a payment date that is at least three (3) Business Days before the actual due date reflected on your payee statement. If your actual due date falls on a non-Business Day you must select a payment date that is at least one Business Day before the actual due date. Payment dates should be prior to any late date or grace period. When you have scheduled a payment, you authorize us to debit your Connected Account and remit funds on your behalf. You certify that your Connected Account is an account from which you are authorized to make payments and any payment you make will be debited from your Connected Account. You also authorize the credit of returned payments from payees using the Bill Pay Service. We will incur no liability if we are unable to complete any payments initiated because of any of the following: (a) you have not provided us with the correct payment account information, or the correct name, address, phone number, or account information for the payee upon initiation of the payment; (b) circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force