

CONSENT FOR ELECTRONIC DISCLOSURES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT

Please read this information carefully and print a copy and/or retain this information electronically for future reference.

Introduction. You are submitting intent apply for access to Palmetto Health electronic services. In order to do this, we need you to consent to our giving you certain disclosures electronically. This document informs you of your rights when receiving legally required disclosures, notices and information ("Disclosures") from the Credit Union. By completing and submitting an application through us, you acknowledge receipt of this document and consent to the electronic delivery of such Disclosures. All agreements with the Credit Union are subject to the terms and conditions of your Credit Union Membership Agreement.

Electronic Communications. Any Disclosures related to your Request will be provided to you electronically. However, if you wish to obtain a paper copy of any Disclosures, you may write to us at: Palmetto Health Credit Union, P. O. Box 100167, Columbia, SC 29202 with details of your request. Paper copies will be provided to you at no charge.

Scope of Consent. Your consent to receive Disclosures and to do business electronically, and our agreement to do so, only applies to this Request.

Withdrawing Consent. You may withdraw your consent to do further business electronically with us at no cost to you. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic Disclosures will not be affected.

Changes to Your Contact Information. You should keep us informed of any change in your electronic or mailing address. You may contact Palmetto Health Credit Union at: P. O. Box 100167, Columbia, SC, 29202 regarding any such changes.

YOUR ABILITY TO ACCESS DISCLOSURES. BY COMPLETING AND SUBMITTING YOUR REQUEST, YOU ACKNOWLEDGE THAT YOU CAN ACCESS THE ELECTRONIC DISCLOSURES.

CONSENT. BY COMPLETING AND SUBMITTING YOUR REQUEST, I/WE CONSENT TO HAVING ALL DISCLOSURES PROVIDED OR MADE AVAILABLE TO ME/US IN ELECTRONIC FORM AND TO DOING BUSINESS WITH PALMETTO HEALTH CREDIT UNION ELECTRONICALLY. I/WE AGREE TO THE SAME TERMS THAT APPLY TO A SIGNED APPLICATION OR AGREEMENT; AND I/WE AGREE THAT SUBMITTING THIS CONSENT OR ACCEPTING THESE TERMS CONSTITUTES MY/OUR SIGNATURE AS THOUGH SAME WERE PHYSICALLY SIGNED BY ME/US. IF THERE IS A CO-APPLICANT OR USER, I/WE REPRESENT AND WARRANT THAT SUCH CO-APPLICANT OR USER HAS AUTHORIZED THE SUBMISSION OF THIS APPLICATION. THIS ELECTRONIC SUBMISSION/CONSENT QUALIFIES AS MY/OUR SIGNATURE FOR ALL PURPOSES AND USES WHATSOEVER.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

Consent for Electronic Disclosures On Credit Union Website

ACCEPT – I/We consent to electronic disclosure of all Electronic Records as indicated above, and confirm that I/we will receive and read the terms and conditions of all agreements, disclosures, notices and other documents provided electronically. If there is more than one Owner or Authorized User, etc., clicking the "I ACCEPT" you are consenting on behalf of all other co-owners and/or authorized signers to enroll the accounts you have selected in the Service, as applicable, and that you are authorized to consent on their behalf.

CANCEL – I/We do not consent to electronic disclosure and understand that this choice cancels the application or other transaction now being performed.

ONLINE BANKING
Regulation E - ELECTRONIC FUNDS TRANSFERS
AGREEMENT AND DISCLOSURES

1. **Purpose of this Section.** All agreements set forth in this Agreement, remain in effect **except as specifically modified in this Section.**
2. **Transactions we Facilitate:** As a user of electronic funds transfer service, you may have access to specifically identified automated teller machines, *PC/ONLINE BANKING*, MasterCard Debit, and Automated Clearing House (ACH) services.

The following are types of Electronic Funds Transfers we may offer now or in the future, not all of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed: Point-of-sale (POS) transfers, automated teller machines (ATM) transfers, direct deposits or withdrawals of funds, transfers sent via ACH (Automated Clearinghouse), transfers initiated by telephone, transfers resulting from debit card transactions (whether or not initiated through an electronic terminal) and payments made by a bill payer under a bill payment service (unless made solely by check, draft or similar paper instrument), and online banking.

Preauthorized credits: You may arrange for certain direct deposits to be accepted into your Credit Union share savings, Money Market, checking account(s).

Preauthorized payments: You may make recurring payments from your checking account.

Electronic Check conversion (ECK) transaction: An ECK transaction occurs when a member authorizes a one-time EFT from his or her account using information from a check to initiate the transfer. An electronic check conversion transaction can only be proceeding when it has been authorized by the member. A member authorizes the transaction when he receives the appropriate notice and then goes forward with the transaction.

ACH & Wire Transfers: You may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. We may accept on your behalf, payments to your account that have been submitted by Fed Wire and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Funds Transfers through Fed wire. Whenever an ACH is used as part of a transaction that does not involve Fed wire, the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account.

PC Banking/Online Banking. You may access your account through our telephone transaction system. You use your account number and your authorization code (PIN), and a Touch-tone phone. You connect to PC/Online Banking from our website: www.palmettohealthcu.org, by entering your username and your password. You must then accept any additional agreements and/or disclosures and select a new password and respond to any challenge questions as required by our systems. Monetary transfers from share savings and Money Market accounts via PC/Online Banking are included, under Regulation D, as part of the six allowed transfers per month.

Transactions include:
View deposit and loan account balances and history
Transfer funds from share savings to any sub account or to another member account**
Advance funds from a line of credit to related share or savings account
Make loan payments from related share or saving accounts (Credit Union loans only)
Access E-Statements
Verify Cleared Transactions / Checks
Look up status / information on your loan and share/share draft accounts
Access online statements (e-statements)

* Online Banking only.

** Member to member account transfers

PC/ONLINE BANKING BILL PAYMENT SERVICES. You may pay recurring bills through PC/Online Banking Bill Payment Services. Payments may be made from checking and savings; however, Regulation D limits the number of transfers from savings to no more than six a month. Some vendors will not accept payments made through online bill payer systems. If you select a vendor that will not accept payment, you will receive an e-mail notice that the vendor will not accept your payment.

To sign up: Click on PC/Online Banking and follow the prompts. Bill Payment functions include the following:

View pending payments View payment history
Payee maintenance (e.g., change vendor name and address)
Add one vendor payment or add multiple vendor payments at one time Customer Support

Timing of payments: Credit Union processes payments through a third party vendor and is not responsible for the timing of payments. Allow about 10 working days for your payment to reach the vendor. Mail payments take longer than those sent electronically. The vendor determines which type of payment it will receive. Credit Union is not responsible for late payments. We are only responsible in the event we fail to complete a payment in accordance with your correct instructions.

Sufficient funds: You must have sufficient funds in your account to cover the payment. We will not take your balance negative to make a scheduled payment.

Liability: Credit Union's liability is stated in a separate section of this document - below, *Financial Institution's Liability*. In no case will Credit Union be liable for consequential, indirect, or punitive costs or damages. Credit Union and the bill payer service provider will carry out your instructions in a reasonable manner.

***ATM TRANSACTIONS.** You may access your account(s) by Credit Union ATM using your ATM or MasterCard Check Card and personal identification number (PIN) to:

Get balance information on savings and checking accounts
Make withdrawals from savings
Make withdrawals from savings and checking
Transfer money from savings to checking and transfer money from checking to savings
At **foreign ATMs you can get balance information and make cash withdrawals from checking or savings, depending upon how your account is set up
Some of these services may not be available at all terminals. The way your card is set up also affects what transactions you can do.

***Other ATM Card Transactions:** You can use your Credit Union ATM card to access your share savings and checking account at the ATM to get cash and make deposits, pay for services (in person), get cash from a merchant, if merchant policy permits, or from participating financial institutions*

***MasterCard® Check Card POS transactions:** You may access you Credit Union share savings and checking account at the ATM to get cash. You may access you Credit Union checking account to purchase goods (in person), pay for services (in person), get cash from a merchant (if merchant policy permits) or from participating financial institutions, and use it to pay for goods and services by telephone and the Internet

*Limitations are set forth in the Schedule **Foreign ATMs are machines we do not own that allow access via the networks set forth in the Schedule, which may change from time to time.
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Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions. Currency Conversion Fee: If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA/ MasterCard will convert the charge into a US Dollar amount. The VISA/ MasterCard currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by MasterCard, as applicable. The exchange rate VISA/MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. **Cross-Border Transaction Fee:** In addition, VISA/ MasterCard charges us a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated

in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement

Preauthorized credit: If you arrange to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the number stated in the Schedule to find out whether or not the deposit has been made.

3. Fees. Please refer to the *Schedule* for applicable fees.

ATM operator/network Fees: You may be charged a surcharge fee by the owner of a non-Credit Union ATM or by the network used and you may be charged for a balance inquiry even if you do not complete a funds transaction. Credit Union may charge you a fee for using a non-Credit Union machine as set forth in the Schedule.

4. Right to Documentation.

a. Terminal Transactions. You can get a receipt at the time you make any transfer to or from your account using any automatic teller machine or a point-of-sale terminal. No receipt will be provided for any terminal based transaction that is \$15.00 or less.

b. Direct Deposits. If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call or write us at the telephone number or address listed in the Schedule to find out whether a deposit has been made. If the only possible transfers to or from your accounts are direct deposits, you will get a statement from us at least quarterly.

c. Periodic Statements. Transfers and withdrawals transacted through an ATM or POS terminal, Telephone, Online Banking or check card purchase will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.

5. Electronic Statement. Credit Union has the capability of capturing your periodic statement electronically (e-statement) and posting it in a secure manner so that you may retrieve it at your convenience. **YOU HAVE THE RIGHT TO HAVE YOUR STATEMENT PROVIDED ON PAPER** or receive it electronically. If you elect to have your statement presented electronically, we may also send, from time to time, other notices and promotional material. Credit Union will provide you error-resolution information with each periodic statement. **Equipment Required:** You will need access to a personal computer and the Internet. The preferred browser is either Microsoft Explorer or Netscape Navigator (latest version). To view your e-statement, you will need Adobe Acrobat Reader® 4.0 or higher. If you choose to print your statement, you will need access to standard printing capabilities.

Authorizing e-statements: You must sign up for e-statements through PC/ONLINE BANKING you can reach via our web site www.palmettohealthcu.org. We will consider your request for e-statements to be your agreement that Credit Union will post your statement in a secure location and notify you via e-mail that your statement is ready for pickup. Your statement will remain on the site for 90 days from the date we notify you. **We will stop sending paper statements on this account unless you notify us that you no longer wish to receive e-statements; however you can always request a special copy of the statement be created for you.** See *Schedule* for applicable fees.

Canceling e-statement: If you are not happy with your e-statement after you have tried it for at least one full quarter (3 months), we will switch you back to paper statement at no charge. **We must hear from you at least five business days before the end of a statement period, which is either the last business day of the month or last day of business for the quarter.** (Charges may be applied for abusing the privilege of switching back and forth.) To switch from e-statement back to paper statements, call us at the number in the Schedule and ask us to re-set your account for paper statements. We may ask you to put your request in writing and deliver it to us within 14 business days.

Supplemental paper statement: If you need to get a paper copy of your statement, you may do so by calling in the number(s) previously listed. See the *Schedule* for applicable charges.

Member Responsibilities: It is your responsibility to keep Credit Union apprised of your current e-mail address. Failure to notify Credit Union of e-mail address changes is treated just as failure to notify us of new physical address. See the *Schedule* for this charge. If e-mail is returned undeliverable, we will attempt to re-send it; however, it is your responsibility to contact us if you do not receive your statement or notice of statement. You are also responsible for picking up your statement. Statements will

reside on the secure site for 90 days. If you do not pick up your statement within that time, you will have to call for a paper statement to be generated and pay the appropriate charge shown on the *Schedule*.

6. Stopping a Preauthorized Payment. You can stop any of these payments. Here is how: Call us at the telephone number listed in the Schedule in time for us to receive your request, three business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us 14 days after you call. See the *Schedule* for applicable charges. We are not obligated to honor a stop payment request that does not contain accurate information provided in a timely manner. You understand that it is necessary to provide the correct information related to the transaction, and that failure to do so may result in the payment of the item. **Liability for failure to stop payment:** If you order us to stop one of these preauthorized payments three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

7. Liability For Failure to Make a Transaction. If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:

- a. You do not have enough money in your account to make the transaction through no fault of ours.
- b. The transaction goes over the credit limit on your overdraft line.
- c. The terminal where you were making the transaction does not have enough cash.
- d. The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
- e. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- f. You have not properly followed instructions for operation of the ATM or system.
- g. The funds in your account are subject to legal process or other similar encumbrance.
- h. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- i. Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.

8. Information Disclosure. We will disclose information to third parties about your account or the transactions you make: (1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.

9. Business Day Disclosure. Our business days are set forth in the Schedule.

10. In Case of Errors or Questions About Transactions In case of errors or questions about your electronic transfers, telephone us at the telephone numbers or write us at the address listed in either section E, Membership Liability, or at the end of this disclosure, as soon as you can. (For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or VISA Credit Card Agreement for a description of your rights.) We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide the following information:

1. Tell us your name and account number.
2. Describe the transfer you are unsure about, and include to the extent possible, the type, date 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 ten (10) business days, at the address listed in this Agreement and Disclosure. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you, within two (2) business days, after providing the provisional credit, with the amount you think is in error, and the date, so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final). **For transactions initiated outside the United States, or resulting from a point-of-sale debit card transaction:** We will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your

complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

Special Rules for Provisional Credit for Visa® Check Card Transactions. If you believe a Visa® Check Card Transaction was unauthorized, we will recredit your account within five 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 in writing, we need not recredit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

11. Your Liability for Unauthorized Transaction. Tell us AT ONCE if you believe your Access Device has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your Access Device, you are responsible for any transactions they authorize or conduct on any of your accounts.

Special Notice to MasterCard Check Cardholders. If there is an unauthorized use of your MasterCard Check Card or an Internet transaction, and the transaction takes place on the MasterCard network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either MasterCard commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you. See limitations applicable to Non-PIN transactions earlier in this agreement.

For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, you can lose no more than \$50 if someone uses your card and PIN or Access Code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, PIN or Access Code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, 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 sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your Card or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must call or write us at the telephone number, address, e-mail address set forth in the Schedule or on the back cover of this booklet.

If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods.

12. Reporting A Lost Card, Access Device, PIN, or Tellerline PIN. If you believe that any Access Device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us. You can call the Credit Union or write us at the telephone number or address listed in this Booklet or the Schedule. If you recover your Card/Access Device after you have notified us, DO NOT USE IT.

**PALMETTO HEALTH CREDIT UNION
MOBILE BANKING AGREEMENT AND DISCLOSURE
ONLINE BANKING ADDENDUM**

I. Introduction

Palmetto Health Credit Union endeavors to provide you with the highest quality Mobile Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking

services we offer without notice, except as may be required by Law.

II. Definitions

As used in this Agreement and Mobile Banking services, the following words have the meanings given below:

"Device" means a supportable mobile device including a cellular phone or other mobile device that is webenabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

III. Mobile Banking Service

A. 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 Palmetto Health Credit Union account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then activate your Device within the Online Banking system. Information about Palmetto Health Credit Union's Mobile Banking service is available on our website at www.palmettohealthcu.org.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.

"Account(s)" means your eligible Palmetto Health Credit Union checking, savings, loan, certificate of deposit or other Palmetto Health Credit Union products that can be accessed through Mobile Banking.

"We," "Us," and "Credit Union" means Palmetto Health Credit Union.

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. Palmetto Health 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.

B. Use of Service. In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

C. Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements the Credit Union except as expressly otherwise stated herein; and 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. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You

agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

IV. Permitted Mobile Banking Transfers

You may use the Service to transfer funds between your eligible NAME OF CREDIT UNION accounts ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using Mobile Banking. If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate Internal Transfer via Mobile Banking. Transfer transaction requests received after 6:00 p.m. EST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Credit Union chooses to remain closed, will be processed on the Credit Union's next business day. You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

V. Your Responsibilities

You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

A. Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

B. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

C. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of

counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Commercial Use or Re-Sale. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

E. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Palmetto Health Credit Union its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.