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## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Inspire Federal Credit Union (“Credit Union”). In this Agreement, the words “you,” “your,” and “yours” mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A “remittance transfer” is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**1. EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

**a. Debit Mastercard.** If approved, you may use your Mastercard® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union’s overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member’s opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Co-Op, Pulse, and Cirrus® networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your primary savings and checking accounts at Inspire Federal Credit Union ATMs.
- Withdraw funds from your primary savings and checking accounts.
- Transfer funds from your primary savings and checking accounts.
- Obtain balance information for your primary savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard.
- Order goods or services online or by mail or telephone from places that accept Mastercard.

The following limitations on Debit Mastercard transactions may apply:

- You may make 15 Debit Mastercard purchases per day.
- You may purchase up to a maximum of \$2,500.00 per day.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- Member can request in writing to have amounts increased either temporarily or permanently.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.



Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**b. 24/7 Telephone Teller.** If we approve 24/7 Telephone Teller for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use 24/7 Telephone Teller to:

- Withdraw funds from your savings, checking, money market, and Vacation Club accounts.
- Transfer funds from your savings, checking, loan, money market, and Vacation Club accounts.
- Obtain balance information for your savings, checking, loan, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, money market, and Vacation Club accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under 24/7 Telephone Teller via a touch-tone telephone only. 24/7 Telephone Teller service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on 24/7 Telephone Teller transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

**c. Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and/or checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**d. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**e. Online Banking.** If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:

- Withdraw funds from your savings, checking, loan, money market, and Vacation Club accounts.
- Transfer funds from your savings, checking, loan, money market, and Vacation Club accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, loan, money market, and Vacation Club accounts.
- Access your HELOC accounts.

- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

**f. Mobile Banking.** If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:

- Withdraw funds from your savings, checking, loan, money market, and Vacation Club accounts.
- Transfer funds from your savings, checking, loan, money market, and Vacation Club accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, money market, and Vacation Club accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Make deposits to your accounts via remote deposit capture.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- The maximum amount of deposit via remote deposit capture is \$2,500.00 per day.
- See Section 2 for transfer limitations that may apply to these transactions.

**g. Bill Payer.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Payer transactions may apply:

- The maximum amount of bill payments each day is \$9,999.99, if there are sufficient funds in your account.

**2. TRANSFER LIMITATIONS —** For all savings, club, and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

### **3. CONDITIONS OF EFT SERVICES —**

**a. Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

**c. Foreign Transactions.**

**Mastercard.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate Mastercard uses for a particular transaction is the rate for the applicable currency on the date the transaction occurs. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate Mastercard uses may be the rate for the applicable currency on the date the transaction is processed.

**d. Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

**e. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**4. FEES AND CHARGES —** We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

**5. MEMBER LIABILITY —** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

You are not liable for an unauthorized Mastercard debit card transaction if you can demonstrate that you have exercised reasonable care in protecting your card or access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss or theft to us.

For all other EFT transactions involving access devices, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card 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 or access code and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 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 your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

215.788.5270  
800.450.5656

or write to:

Inspire Federal Credit Union  
3 Friends Lane  
Newtown, PA 18940  
Fax: 267.545.0142

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### **6. RIGHT TO RECEIVE DOCUMENTATION —**

**a. Periodic Statements.** Transfers and withdrawals made through any debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 215.788.5270 or 800.450.5656.

**7. ACCOUNT INFORMATION DISCLOSURE —** We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

**8. BUSINESS DAYS —** Our business days are Monday through Friday, excluding holidays.

**9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS —** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

**10. NOTICES —** All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

**11. BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

215.788.5270  
800.450.5656

or write to:

Inspire Federal Credit Union  
3 Friends Lane  
Newtown, PA 18940  
Fax: 267.545.0142

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\*\* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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

\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

**12. TERMINATION OF EFT SERVICES** — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

**13. GOVERNING LAW** — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Pennsylvania, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**14. ENFORCEMENT** — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

**Application and Member Information**

Account No. \_\_\_\_\_  
Member Name \_\_\_\_\_  
Street \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

**Joint Owner Information (If applicable)**

Joint Owner \_\_\_\_\_  
Street \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

*I/We request the following services (please mark):*

- Debit Card
- Home Banking
- Bill Pay
- Audio Response
- Mobile Banking
- Remote Deposit Capture

By checking the boxes above and signing below, you certify that the information on this application is complete, true, and submitted for the purpose of obtaining the electronic service(s) and account(s) requested. If approved for the requested electronic funds transfer services, you acknowledge receipt of and agree to the terms of the Electronic Fund Transfers Agreement.

**X**

SIGNATURE OF MEMBER DATE

**X**

SIGNATURE OF JOINT OWNER DATE

**For Credit Union Use Only:**

Approved By \_\_\_\_\_ Member Verification \_\_\_\_\_  
Access Card \_\_\_\_\_ PIN Requested \_\_\_\_\_

**Please return APPLICATION to the Credit Union.**





**Inspire Federal Credit Union**  
**3 Friends Lane | Newtown, PA 18940**  
**Ph: 215-788-5270 | Fax: 215-788-5083**  
**Toll Free: 800-450-5656**  
[www.inspirefcu.org](http://www.inspirefcu.org)

## **Mobile Remote Deposit Capture User Agreement**

Revised 3/2019

This Remote Deposit Capture User Agreement ("RDC Agreement") contains the terms and conditions for the use of the INSPIRE FEDERAL CREDIT UNION Mobile Deposit and/or other remote deposit capture services ("Services") that INSPIRE FEDERAL CREDIT UNION or its affiliates ("us", "we", "our", or "Credit Union") may provide to you ("you", "your", "user", "Customer" or "Member"). Other agreements you have entered into with the Credit Union, including without limitation your Membership Application, Depository Agreement(s) and Disclosures governing your Credit Union account, continue to apply. In the event of a conflict between this RDC Agreement and any other agreement you have entered into with the Credit Union, this RDC Agreement shall govern.

A suitability review will be completed for all new and existing members requesting the Services. New and existing members must meet the required minimum guidelines for approval of the Services. The suitability review will include, but may not be limited to, review of the Member's Chexsystems and/or Deluxe Detect reported charge off history, credit score, length of membership, transaction activities, overdraft history, frequency and amount of deposits and overall relationship with the credit union.

We reserve the right to terminate your privilege to use the Service at any time without advance notice if we believe you are not managing your Account(s) in a responsible manner or for other good cause.

### Description of Services

The mobile deposit capture services ("Mobile Deposit" or "Services") are designed to allow you to make deposits to your eligible Credit Union account(s) using your camera-enabled mobile device capable of capturing check images and information and electronically delivering the check image and associated deposit information to the Credit Union or the Credit Union's designated processor. The device must (a) capture an image of the front and back of each check to be deposited in accordance with the Procedures (as defined below); (b) read and capture the magnetic ink character recognition ("MICR") line on each check; and (c) read and capture all such other data and information as is required by this RDC Agreement and/or applicable state and federal regulations, including, but not limited to, regulations now existing or as may subsequently be promulgated by the National Credit Union Administration pursuant to the Federal Credit Union Act for the processing of these check images for payment. The Credit Union currently offers the benefits and convenience of the Services to you free; however, the Credit Union reserves the right to charge fees for the Services in the future in our sole discretion. To use Mobile Deposit, you must be a Credit Union member. In the event the Credit Union implements fees for use of the Services in the future, your continued use of the Services shall constitute Your agreement and acceptance of the fees.

### Acceptance of These Terms

Your use of the Services constitutes your acceptance of the terms and conditions contained in this RDC Agreement. This RDC Agreement is subject to change from time to time in our sole discretion. We will notify you of any material change *via* email or by posting notice of such change on our website(s) and such change shall be effective thirty (30) days following our provision of such notice. Your continued use of the Services will indicate your acceptance of such change and the RDC Agreement shall be deemed revised to include such change(s). Further, we reserve the right, in our sole discretion, to change, modify, add or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such change(s) to the Services. In the event that an immediate change is needed to ensure the security of the Services, we will post a notice of any such change on our website. You may choose to accept or decline such changes by continuing or discontinuing use of the Services.

#### Limitations of Services

When using the Services, you may experience technical or other difficulties. We shall not be responsible for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice in our sole discretion. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you in our sole discretion.

#### Joint Accounts

You understand and agree that to the extent permitted under applicable law each owner of a Credit Union account is jointly and severally responsible for all Mobile Deposit transactions affecting that account.

#### Eligible Items

You agree to capture check images and deposit only checks as that term is defined by applicable state and/or federal laws and regulations, including, but not limited to, Section 3104 of the Pennsylvania Uniform Commercial Code, 13 Pa.C.S.A. §3104(f). You agree that the image of the check transmitted to the Credit Union (each such check image a "Check" and if more than one "Checks") shall be deemed an "item" within the meaning of the Uniform Commercial Code. You can only deposit Checks using Mobile Deposit, however, there are some Checks that you cannot deposit. These include:

- Money orders
- Travelers checks
- Checks payable to any person or entity other than you (Third Party checks) or payable jointly, unless the check is being deposited to an account in the name of all payees on the check
- An item drawn on the same Inspire FCU account in which you are depositing the checks
- Checks containing any alteration of which you know or should have known or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn
- Any Checks that are not in original form with a signature, such as substitute checks or remotely created checks
- An item in which the amount, payee, signature and/or endorsement on the check are incomplete, illegible, or inaccurate
- Checks that are stale dated, dated more than six (6) months prior to the date of deposit
- Checks that are postdated, or display a future date
- Checks written off an account at a financial institution located outside the United States

- Checks not payable in United States currency
- Checks that are otherwise not acceptable under the terms of your Credit Union account
- A check that has an endorsement on the back other than the endorsement specified in this Agreement
- A check previously converted to a "substitute check" as defined by applicable federal and state laws and regulations
- A check that has been re-deposited or returned, such as "non-sufficient funds" or "Refer to maker" or any other reason(s)
- Cash
- Savings Bonds

All Checks that you attempt to deposit using Mobile Deposit are subject to verification by us. We may reject an item for deposit for any reason and will not be liable to you for doing so. In such a case, you will need to deposit the item using other means, such as visiting one of our branches.

#### Image Quality

The image of an item transmitted to the Credit Union using the Services must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the National Credit Union Association, and/or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: (i) the amount of the Check (both written and numeric); (ii) the payee; (iii) the signature of the drawer (maker); (iv) the date; (v) the Check number; (vi) the information identifying the drawer and the paying financial institution that is pre-printed on the Check (including the MICR line); and (vii) all other information placed on the Check prior to the time of 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).

#### Your Responsibility

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Check. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Checks to us or if the Service is used, by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Checks to us. You agree to indemnify and hold us harmless of and from damages, including our reasonable counsel fees, incurred by unauthorized use the Services.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Services, copy or reproduce all or any part of the technology or Services; or interfere, or attempt to interfere, with the technology or Services. We and our technology partners, inclusive of, but not limited to, any Credit Union Service Organization ("CUSO") used by the Credit Union to support the Services, retain all rights, title and interests in and to the Services, software and development made available to you.

#### Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Services as it appears on the Payable To line and to include the Verbiage "FOR MOBILE DEPOSIT ONLY, INSPIRE FEDERAL CREDIT

UNION Account Number \_\_\_\_\_" and should include the date of the deposit. A proper endorsement would appear as follows:

"Member Signature or Endorsement Stamp"

For Mobile Deposit Only

Inspire Federal Credit Union

Account # \_ \_ \_ \_ \_

Date \_\_ / \_\_ / \_ \_ \_ \_

You agree to follow any and all other procedures and instructions for use of the Services as the Credit Union may establish from time to time (the "Procedures"). Endorsements must be made on the back of the share draft or Check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a Check payable to you and any joint owner(s) of your Credit Union account, the Check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such Check into a Credit Union account jointly owned by all such payees. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and any non-joint owner, you may not deposit the Check into your Credit Union account using the Services. Deposits made payable to "CASH" should not be deposited into your Credit Union account using the Services.

#### Cut off Times for Deposits

Deposits made *via* Remote Deposit must be made before 4 PM Eastern Standard Time on a business day in order to be considered deposited same day. Deposits made after 4 PM EST on a business day will be considered deposited the next business day. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in our branches.

#### Receipt of Items

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for Check images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Credit Union that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Processing and/or transmission errors can occur after we acknowledge receipt that may impact transaction completion. Following receipt of such confirmation, the Credit Union will process the image by preparing a "substitute check" or clearing the item as an image.

#### Availability of Funds

You agree that items transmitted using the Service are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. In general, deposits made through the Remote Deposit Capture method will follow the same availability requirements as any other deposit we receive from you. Please refer to Inspire Federal Credit Union's Funds Availability Policy for standard hold guidelines. You acknowledge and agree that no amounts we make available to you constitute a promise or guarantee that those check funds will be collected from the drawee institution and paid to you. We

reserve the right to extend any hold placed in an emergency situation where there is a failure of communications and/or computer equipment, or if we have any reason to believe an item will not be paid. Checks are subject to verification by the Credit Union and may be rejected for any reason without liability to you. If the Check is verified by the Credit Union, the balance of the Check will be made available to you the second business day after the day of deposit in most cases.

#### Retention and Disposal of Transmitted Items

After you transmit any check image to us and receive confirmation from us that we have received the image, you agree to securely store the original check for a period of at least sixty (60) days. During this period, you agree to ensure that the item will not be represented or negotiated. After sixty (60) days, but no later than ninety (90) days, you will safely destroy the original item by cross-cut shredding or another commercially acceptable means of destruction. Destroying the Check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid. You understand and agree that you are responsible for any loss caused by your failure to secure the original check. You agree to promptly provide any retained check to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. Furthermore, you agree that if you are unable to provide us with the check requested, you will be held liable for any unresolved claims by third parties.

#### Returned Deposits

Any credit to your account for Checks deposited using Remote Deposit is provisional. If original Checks deposited through Remote Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, 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 and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item including, but not limited to, any attorney fees incurred. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

#### Right of Setoff

We may debit any of your accounts with us to obtain payment for any item that has been rejected or returned, for any adjustment related to such item for any warranty claim related to such item (whether or not the rejection, return, adjustment or warranty claim was made timely), or for any other amounts owed to us under the terms of this RDC Agreement.

#### Mobile Deposit Security

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at (215) 788-5270 or (800) 450-5656

(Toll Free) and with written notice to Inspire Federal Credit Union, Attn: Retail Operations, if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

#### Compliance with Law

You will use Remote Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

#### Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time in our sole discretion. Unless otherwise specified by the Credit Union, changes to such limits shall be effective immediately upon notice to you *via* e-mail or the Credit Union's Web site. These limits may change from time to time without notice to you in our sole discretion. If you attempt to initiate a deposit in excess of these limits, we will reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily deposit limit for personal/consumer accounts is Two Thousand Five Hundred Dollars (\$2,500).

#### Hardware and Software

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union from time to time. The Credit Union is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

#### Contingency Plan

Inspire Federal Credit Union offers Remote Deposit Capture as a courtesy and convenience to you. You understand and agree that the services may at times be temporarily unavailable due to various causes, and for this reason you will not rely on the Service as your only means of depositing Checks to your account. In the event you are unable to capture, balance, process, produce or transmit a check to the Credit Union, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you acknowledge and agree that you are responsible for using alternative available means of depositing the check into your account, such as depositing the check in person at any Credit Union branch or shared branch location or through an Inspire Federal Credit Union ATM. The deposit of original checks at a branch of the Credit Union shall be governed by the terms and conditions of the Credit Union's Membership Account Agreement and Disclosures, and not by the terms of this Agreement.

#### Errors

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

#### Fees

Currently, the Credit Union does not charge fees for subscribing to or using our Mobile Remote Deposit Capture Service. We reserve the right to institute a fee schedule for the Service in the future by sending you prior notice. Your wireless carrier may assess you fees for data. The Credit Union will not be responsible for any fees that your wireless carrier may charge you. Please consult your plan or provider for details.

#### Presentment

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

#### Termination of services

You may, either by written request or secured message request, terminate at any time the Mobile Remote Deposit Capture Service provided for in this Agreement and Disclosure. In the event of termination of the Services, you will remain liable for all transactions performed on your Account. Inspire Federal Credit Union reserves the right to change or cancel the Mobile Remote Deposit Capture Service at any time without notice to you. We may also suspend your access to the Service at any time without notice and for any reason, including but not limited to, your non-use of the Service.

#### Ownership and License

You agree that the Credit Union retains all ownership and proprietary rights in the Services, associated content, technology and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this RDC Agreement. Without limiting the effect of the foregoing, the Credit Union may immediately terminate your right to use the Services upon any breach of this RDC Agreement by you. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Credit Union's business interest, or (iii) to the Credit Union's actual or potential economic disadvantage in any aspect. Unless your account is a Business Account, you may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

#### **DISCLAIMER OF WARRANTIES**

**YOUR USE OF ANY REMOTE BANKING SERVICE (INCLUDING WITHOUT LIMITATION MOBILE DEPOSIT) AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER**

**EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE (TO INCLUDING WITHOUT LIMITATION MOBILE DEPOSIT) WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.**

#### **LIMITATION OF LIABILITY**

**WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE (INCLUDING WITHOUT LIMITATION MOBILE DEPOSIT), REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.**

#### **Accountholder's Indemnification Obligation**

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Agreement (including, but not limited to, any breach of the warranties, representations, or obligations contained in this RDC Agreement). You understand and agree that this paragraph shall survive the termination of this RDC Agreement.

#### **User warranties and indemnification**

You warrant to the Credit Union that:

- You will only transmit eligible items
- Images will meet the image quality standards
- You will not transmit duplicate items
- You will not deposit or re-present or allow re-presentation of the original item
- All information you provide to the Credit Union is accurate and true
- You will comply with this Agreement and all applicable rules, laws and regulations, including, but not limited to the Federal Credit Union Act and regulations now existing or as may be promulgated in the future by the National Credit Union Association
- You agree to indemnify and hold harmless the Credit Union from any loss for breach of this warranty provision

#### **Arbitration Provision**

This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court. As used in this Arbitration Provision, the word "Claim" or "Claims" means any claim, dispute, or controversy between you and us arising from or relating to this RDC Agreement or your Account, including, without limitation, the validity, enforceability, or scope of this Arbitration Provision or this Agreement. "Claim" or "Claims" includes claims



of every kind and nature, whether pre-existing, present, of future, including, without limitation, initial claims, counterclaims, cross-claims, and third-party claims, and claims based upon contract, tort, fraud and other intentional torts, constitutions, statute, regulation, common law, and equity (including, without limitation, any claim for injunctive or declaratory relief). The word "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute, or controversy that arises from or relates to (a) the Account subject to the terms of this RDC Agreement (b) any electronic funds transfer from or to any account, (c) advertisements, promotions, or oral or written statements related to this RDC Agreement or your Account, (d) your application for the Account, and (e) the collection of amounts owed by you to us. Notwithstanding this Arbitration Provision, if you have a Claim that is within the jurisdiction of the small claims court or your state's equivalent court, you may file my Claim there. If that Claim is transferred, removed or appealed to a different court, then we have the right to demand arbitration.

Any Claim shall be resolved, upon the election of you or us, by binding arbitration pursuant to this Arbitration Provision and the applicable rules of either the American Arbitration Association or JAMS Optional Expedited Arbitration Procedures in effect at the time the Claim is filed (the "Arbitration Rules"). You may select one of these organizations to serve as the arbitration administrator if you initiate an arbitration against us or if either you or we compel arbitration of a Claim that the other party has brought in court. In addition, if we intend to initiate an arbitration against you, we will notify you in writing and give you twenty (20) days to select one of these organizations to serve as the arbitration administrator; if you fail to select an administrator within that twenty (20)-day period, we will select one. In all cases, the arbitrator(s) should be a lawyer with more than ten (10) years of experience or a retired judge. If for any reason the selected organization is unable or unwilling or ceases to serve as the arbitration administrator, you will have twenty (20) days to select a different administrator from the above list; if you fail to select a different administrator within the twenty (20)-day period, we will select one. In all cases, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties.

**IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANT'S PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. YOU UNDERSTAND THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE GREATER THAN THE FEES CHARGED BY A COURT.**

There shall be no authority for any Claims to be arbitrated on a class action or private attorney general basis. Furthermore, arbitration can only decide your or our Claim(s) and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable Arbitration Rules. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. Each party shall bear the expense of that party's attorneys', experts' and witness fees, regardless of which party prevails in the arbitration, unless applicable law and/or this RDC Agreement gives you the right to recover any of those fees from us. In conducting the arbitration proceeding, the arbitrator shall either relax or not apply the federal or any state rules of

civil procedure or rules of evidence. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding except if the amount in controversy exceeds \$10,000.00. In that event, any party can appeal the award to a three-arbitrator panel administered by the arbitration administrator which shall reconsider *de novo* (i.e. without regard to the original arbitrator's findings) any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

This Arbitration Provision shall survive closure of your Account subject to this RDC Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law, rule or regulation, it shall not invalidate the remaining portions of this Arbitration Provision or the RDC Agreement. In the event of a conflict or inconsistency between the applicable Arbitration Rules and this Arbitration Provision, this Arbitration Provision shall govern.