

Prime Financial Credit Union's Electronic Services ("Prime Online")

Agreement

Disclosure of the Terms and Conditions Agreement for Prime Online Internet Service

Transactions in Prime Online are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Account Rate and Fee Disclosures, and your loan agreements. Please read these Agreements carefully before accessing or using this service. By accessing or using Prime Online service, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use Prime Online service.

I acknowledge electronic receipt of Prime Online Terms and Conditions Agreement ("Prime Online Agreement") associated with Prime Financial Credit Union's Internet service ("Prime Online") and agree that I have read and will abide by this agreement. Prime Online is an electronic Internet-based service. Therefore, you understand that Prime Online Agreement will be entered into electronically. You have the right to have this disclosure provided or made available on paper or in non-electronic form; You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your Prime Online and Prime Online service; The consent to receive electronic consumer disclosures applies to all future required consumer disclosures in connection with Prime Online and Prime Online services; I also agree Prime Financial Credit Union does not need to provide me with an additional paper (non-electronic) copy of this Prime Online Services Agreement unless specifically requested. Further, I understand that a copy of this Prime Online Services Agreement can be printed by using my browser's print command and a printer.

This is an addendum ("Addendum") to your Prime Online ("Prime Online Agreement") and sets forth additional terms and conditions for use of Prime Online services offered through Prime Financial Credit Union to you. Except where modified by this Addendum, Prime Online Agreement remains in effect. Terms defined in Prime Online Agreement that are not defined in the Addendum have the same meaning here. This Addendum and Prime Online Agreement constitute the entire agreement between us and you relating to Prime Online services and supersede any other agreements relating to online banking and may only be amended as provided in Prime Online Agreement. If there is a conflict between Prime Online Agreement and this Addendum, the terms in this Addendum will govern your use of Prime Online service.

You will be notified thirty (30) days prior to any change in terms of this Agreement on the Prime Online webpage and with your statement.

Our Prime Online database is a private system operated for the exclusive use of our members. We use SSL encryption and digital server authentication to insure the privacy of your information while in transmission. All Prime Online logins are logged by the server. For authenticated members who use Prime Online, we collect and store certain information such dates and times you visit Prime Online and which pages are being requested. We use this information for internal review and product evaluation only. We never sell, transfer or trade this information unless we are compelled to do so by law.

We may gather and store additional information available to us on failed login attempts and other activity we consider a threat to our system. In these cases, we will share this information with other companies, agencies and law enforcement officials as we see fit.

Terms Used in this Prime Online Agreement and Addendums

In this agreement, the words "you" and "your" mean each of the person(s) who uses your Prime Online password with your consent. "We", "Us", and "Our" mean Prime Financial Credit Union. Prime Online means services used to electronically access your accounts through either Prime Online, Prime Person-to-Person (P2P) Transfers, Prime Bill Pay or Prime Mobile using a computer, smart phone or similar device. "Account" means each of your accounts with which you use your Prime Online passwords. The terms "PIN" and "Password" are used interchangeably.

Business Days

Our business days and hours are Monday through Friday 9:00 a.m. to 5:00 p.m. Holidays are not included.

Children's Information

We do not knowingly collect, nor are our Prime Online sites designed or directed, to use personal information from children under the age of 13 without containing verifiable consent from their parents. Should a child whom we know to be under the age of 13 send personal information to us, we will only use that information to respond directly to that child, seek parental consent or provide parental notice.

Accessing Prime Online

To access your accounts through Prime Online, you must have a User ID, Account Number and Password. The password that is used to gain access to your information should be kept confidential, just as you would keep other PIN numbers and security codes confidential. For your protection, we recommend that you change your Prime Online access password every ninety (90) days. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your User ID, Account Number and Password(s) and other account data confidential. If you share your password with the joint owner of your account, or your spouse, or any other individual who is not a joint owner, he or she will have full access to ALL share and loan account information and will be able to initiate transactions available through this service. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money between your accounts without your permission, notify Prime Financial Credit Union at once at 414.486.4500 or toll free at 800.835.9680.

Any transactions conducted using Prime Online are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Account Rate and Fee Disclosures, and your loan agreements. You understand that by using your Prime Online password you have agreed to the Terms and Conditions of this Agreement. You also agree to use Prime Online solely as provided in this Agreement. This Agreement between you and Prime Financial Credit Union governs the use of Prime Online, which permits you to access a number of financial services through the use of personal computers or similar mobile devices. Access may be provided through a private network connection or through the World Wide Web. Accounts and services provided by Prime Financial Credit Union, which you access through Prime Online, may be governed by separate Agreements with you. We may change Prime Online and the terms, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. You understand that by using Prime Online program after a change becomes effective, you have agreed to it.

You also agree that Prime Financial Credit Union may revoke your Prime Online, Prime P2P, Prime Bill Pay, and/or Prime Mobile account access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the User ID, Account Number and Password(s) belonging to you and/or your authorized user. Further, you agree that, if Prime Financial Credit Union is notified that you have included the Credit Union in the filing of a petition of bankruptcy, Prime Financial Credit Union may revoke or refuse to grant you access to your account via Prime Online.

This Agreement will remain in effect until it is terminated by you or by us. You understand that you may cancel this Agreement at any time by notifying us by mail at the address indicated in this Agreement. This will also cancel Prime Online but will not terminate your accounts with us. We may cancel this Agreement and terminate your use of Prime Online for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so.

Personal Information Changes

You agree to promptly notify Prime Financial Credit Union, in writing, of any email, telephone or address change. Changing email, telephone or address in one service does not automatically update your address of record at Prime Financial Credit Union.

Safeguarding your Password

1. **Password Protection:** You agree to protect your password. Do not keep your User ID, Account Number and Password(s) in the same place. Memorize your password. Do not reveal your password to anyone who is not allowed to access your account. We will not be responsible for losses that occur because you did not follow these instructions.
2. **Loss or Theft/Liability:** Tell us IMMEDIATELY if you believe your password has been lost or stolen. Telephoning is the best way of keeping possible losses down. You could lose up to \$500 from your

accounts. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we have proof that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transactions 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 you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us on time.

3. **Wrongful Use:** If someone uses your password without your consent, you will agree to provide us with a written sworn statement and will help us investigate the wrongful use. The statement will be written on our form and completely filled in. We do not have to credit you for those losses before you give us that statement.
4. **Reviewing Your Statements:** You agree to review your statements as soon as you receive them. If a statement shows a transaction not made by you or shows any other error, you must tell us promptly. If you do not tell us within sixty (60) days after we mail the statement to you, the statement will be deemed correct; all transactions shown on the statement will be deemed to have your consent. In addition, any further unauthorized transactions made with your number, after an error that is not reported to us, will be deemed to have your consent.
5. **Joint Owner Usage:** You may authorize the joint owners of your account to utilize Prime Online by disclosing your password to them. Be advised that your password grants access to all share and loan suffix sub-accounts of your primary account number, and you agree that you are responsible for all transactions initiated by your password.

Account Alerts

The Account Alerts service is a tool for managing your accounts; however, Account Alerts should not be relied upon solely for account information. Although Prime Financial Credit Union makes every effort to ensure alerts are delivered as expected, there are conditions that may make the alerts unreliable such as, but not limited to spam filters, relay detectors, inaccurate or obsolete email addresses, network or system failures, etc. Prime Financial Credit Union recommends testing service prior to regular use to identify any limiting conditions that may be present. Prime Financial Credit Union does not guarantee the delivery of any account alert. If you have any questions regarding this service, please contact Prime Financial Credit Union at 414.486.4500 or toll free at 800.835.9680.

Permitted Prime Online Transactions

Transactions in Prime Online are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Account Rate and Fee Disclosures, and your loan agreements. You may withdraw by transfer up to the available balance in your account at the time of the transfer, except as limited under this agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may process transfers that exceed your available balance at our 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. We may limit the type, frequency and amount of transfers for security purposes and may change or impose the security 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.

Stop Payment Orders

1. **Stop Payment Order Request:** Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding the order must accurately describe the check or draft including the exact account number, check or draft number and the exact amount of the check or draft. This exact information is necessary for the Credit Union's computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity for us to act on it.
2. **Duration of Order:** A stop payment order placed in Prime Online is effective for six (6) months and may be renewed in additional six (6) month periods by requesting in writing that the stop payment order be

renewed within a period which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

3. **Liability:** Fees for stop payment orders are set forth in the Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

ACH/ Electronic Fund Transfers

Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account.

We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

If we are required by law to pay you interest, we will pay you interest based on the lowest nominal dividend or interest rate we paid on any account during period for which we owe you interest.

Payment orders we accept will be executed within a reasonable time of receipt. A payment order may not necessarily be executed on the date it is received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request.

When you initiate a transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution.

Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received.

You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

Your Representations

You represent and agree to the following by enrolling in or by using Prime Online Service:

1. **Account Ownership/Accurate Information:** You represent that you are the legal owner of the accounts and other financial information which may be accessed via Prime Online. You represent and agree that all information you provide to us in connection with Prime Online is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Prime Online. You agree

not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

2. **User Security:** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Prime Online. You agree not to leave your computer or similar Device unattended while logged into Prime Online 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 login information 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 Prime Online is available for use in locations outside of the United States. Accessing Prime Online from locations outside of the United States is at your own risk.

Charges and Fees

You agree to pay for Prime Online in accordance with our current Fee Schedule and as amended from time to time. We will advise you of any fee changes prior to implementing them. You authorize us to automatically charge your account for all such fees incurred in connection with Prime Online. In the future, we may add to or enhance the features of Prime Online. By using such added or enhanced features, you agree to pay for them in accordance with our Fee Schedule.

Alterations and Amendments

The terms of this Prime Online Agreement, applicable fees and service charges may be altered or amended by Prime Financial Credit Union from time to time. In such event, we shall send notice to you at your address of record, secure electronic message via Prime Online service, or to the e-mail address registered to your Prime Online account. Any use of Prime Online service after you are sent a notice of change will constitute your agreement to such change(s). Further, we, may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete.

We reserve the right to change or cancel Prime Online at any time without notice. We may also suspend your access to Prime Online at any time without notice and for any reason, including but not limited to, your non-use of Prime Online. You agree that we will not be liable to you or any third party for any modification or discontinuance of Prime Online.

You cannot use email to initiate transactions, change information or inquire on your account(s). We will not respond to these types of requests via email since we cannot be certain we are corresponding with you. Please use the appropriate functions within our Prime Online service. Call at 414.486.4500 (toll free at 800.835.9680) or visit a branch office for these functions.

Errors or Questions

In case of errors or questions about your Prime Online transactions or if you need more information about a transaction listed on the statement, contact via phone at 414.486.4500 (toll free at 800.835.9680) or by mail at 5656 S. Packard Ave., Cudahy, WI 53110. We must hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appears.

- Tell us your name and account number.
- Describe the error or transaction in question and explain as clearly as possible 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 verbally, we may require that you send, and we receive, your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If additional time is required, it may take up to forty-five (45) days to investigate your complaint or question. If so, your account will be adjusted within ten (10) business days for the amount you think is in error. 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 adjust your account.

If we determine there was no error, we will send you a written explanation within three (3) business days after we finish the investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of documents that we used in our investigation.

NOTE: If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

Captions

The captions of Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for Prime Online Agreement.

Governing Law

This Prime Online Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, United States of America, without regard to its conflicts of law provisions.

Contacting Us

If you have any questions about this Agreement, you may contact us at the phone number or postal address below:

**Prime Financial Credit Union
Attn: Member Support Center
5656 S. Packard Ave.
Cudahy, WI 53110
Member Support Center 414.486.4500 or toll free 800.835.9680**

Disclosure Access

You may access Our Privacy Policy, relating to the collection and use of your information at:
http://pfcustaging.blob.core.windows.net/media/1021/privacynotice_affil_optout0111.pdf

eStatements

Electronic Disclosure of the Terms and Conditions Agreement for the Prime eStatement Service.

Transactions such as, deposits, withdrawals, transfers and bill payments will be recorded on your periodic statement. ("eStatement"). By accessing or using the Prime eStatement service ("the Service"), you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use the Prime eStatement service.

I acknowledge electronic receipt of the Prime eStatement Terms and Conditions Agreement ("Prime eStatement Agreement") associated with Prime Financial Credit Union's eStatement service ("Prime eStatement") and agree that I have read and will abide by this agreement. Prime eStatement is an electronic Internet based service. Therefore, you understand that the Prime eStatement Agreement will be entered into electronically. You have the right to have this disclosure provided or made available on paper or in non-electronic form; You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your Prime Online and eStatement service; The consent to receive electronic consumer disclosures applies to all future required consumer disclosures in connection with Prime Online and Prime eStatement services; I also agree Prime Financial Credit Union does not need to provide me with an additional paper (non-electronic) copy of this Prime eStatement Agreement unless specifically requested. Further, I understand that a copy of this Prime eStatement Agreement can be printed by using my browser's print command and a printer.

This is an addendum ("Addendum") to your Prime Online Agreement and sets forth additional terms and conditions for use of the Prime eStatement services offered through Prime Financial Credit Union to you. Except where modified by this Addendum, Prime Online Agreement remains in effect. Terms defined in the Electronic Services Agreement that are not defined in the Addendum have the same meaning here. This Addendum and the Electronic Services Agreement constitute the entire agreement between us and you relating to Prime eStatement services, supersede any other agreements relating to Internet eStatement services, and may only be amended as provided in the Agreement. If there is a conflict between Agreement and this Addendum, the terms in this Addendum will govern your use of Prime eStatement service.

Use of a Third-Party eStatement Service Provider

Prime Financial Credit Union has contracted with a third-party eStatement service provider ("the Service") to provide eStatement service to its members. Prime Financial Credit Union, at its sole discretion, reserves the right to change internet eStatement service providers at any time. Prime Financial Credit Union also, reserves the right change the terms of this Prime eStatement Agreement, applicable fees and service charges from time to time. In such event, we shall send notice to you at your address of record, by email or by secure electronic message via Prime Online service. Any use of the Prime eStatement services after you are sent a notice of change will constitute your agreement to such change(s).

Enrollment Request for the Internet eStatement Service

Prime Financial Credit Union reserves the right to refuse enrollment in Prime eStatement service to any member who does not meet the Prime eStatement criteria which has been established by the Credit Union. By enrolling in the eStatement service, you authorize the Credit Union to provide your periodic statement electronically. By for the service, you consent to have miscellaneous communications such as changes in terms sent electronically as well. When enrolling in the Prime eStatement service, you will have the option to elect to receive account notices and tax documents by mail or electronically.

Periodic Statements

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

Password and Security

To access the Prime eStatement service you will need to log on to the Prime Financial Credit Union's Prime Online service using your User ID and Password. Click on the Accounts Widget and then the eDocuments tab.

You agree not to give or make available your Prime Financial Credit Union Prime Online User ID or Password(s) to any unauthorized individuals. If you believe that your Prime Financial Credit Union User ID or Password(s) has been lost, stolen or compromised, or that someone may attempt to use Prime Online service without your consent or has transferred money from your account by accessing your account without your permission, you must notify Prime Financial Credit Union at once by calling us during business hours at 414.486.4500 or toll free at 800.835.9680.

You also agree that Prime Financial Credit Union may revoke your Prime eStatement and/or Prime Online account access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the User ID and Password(s) belonging to you and/or your authorized user. Further, you agree that, if Prime Financial Credit Union is notified that you have included the Credit Union in the filing of a petition of bankruptcy, Prime Financial Credit Union may revoke or refuse to grant you Prime eStatement service and/or Prime Online account access to your account.

Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential; however, we will disclose information to third parties about your account or the transfers you make ONLY in the following situations:

1. If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or
2. Where it is necessary for completing transfers, or
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or
4. To a consumer reporting agency for quality assurance, or
5. In order to comply with a governmental agency or court orders, or
6. If you give us your written permission.

Charges and Fees

You agree to pay for Prime eStatements in accordance with our current Fee Schedule and as amended from time to time. We will advise you of any fee changes prior to implementing them. You authorize us to automatically charge your account for all such fees incurred in connection with the Prime eStatement service.

Alterations and Amendments

The terms of this Prime eStatement Agreement, applicable fees and service charges may be altered or amended by Prime Financial Credit Union from time to time. In such event, we shall send notice to you at your address of record, secure electronic message via Prime Online service, or to the e-mail address registered to your Prime Online account. Any use of Prime eStatement service after you are sent a notice of change will constitute your agreement to such change(s). Further, we, may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete.

We reserve the right to change or cancel the Prime eStatement service at any time without notice. You agree that we will not be liable to you or any third party for any modification or discontinuance of the Prime eStatement service.

You cannot use email to initiate transactions, change information or inquire on your account(s). We will not respond to these types of requests via email since we cannot be certain we are corresponding with you. Please use the appropriate functions within our Prime Online service. Call at 414.486.4500 (toll free at 800.835.9680) or visit a branch office for these functions.

Errors or Questions

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- Tell us your name and account number.
- Describe the error or transaction in question and explain as clearly as possible 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 verbally, we may require that you send, and we receive, your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If additional time is required, it may take up to forty-five (45) days to investigate your complaint or question. If so, your account will be adjusted within ten (10) business days for the amount you think is in error. 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 adjust your account.

If we determine there was no error, we will send you a written explanation within three (3) business days after we finish the investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of documents that we used in our investigation.

NOTE: If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

Prime Bill Pay Service

Electronic Disclosure of the Terms and Conditions Agreement for the Prime Bill Pay Service.

Transactions in Prime Bill Pay are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Account Rate and Fee Disclosures, and your loan agreements. Please read these Agreements carefully before accessing or using this service. By accessing or using the Prime Bill Pay service, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use the Prime Bill Pay service.

I acknowledge electronic receipt of the Prime Bill Pay Terms and Conditions Agreement ("Prime Bill Pay Agreement") associated with Prime Financial Credit Union's bill pay service ("Prime Bill Pay") and agree that I have read and will abide by this agreement. Prime Bill Pay is an electronic Internet based service. Therefore, you understand that the Prime Bill Pay Agreement will be entered into electronically. You have the right to have this disclosure provided or made available on paper or in non-electronic form; You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your Prime Online and Prime Bill Pay service; The consent to receive electronic consumer disclosures applies to all future required consumer disclosures in connection with Prime Online and Prime Bill Pay services; I also agree Prime Financial Credit Union does not need to provide me with an additional paper (non-electronic) copy of this Prime Bill Pay Services Agreement unless specifically requested. Further, I understand that a copy of this Prime Bill Pay Services Agreement can be printed by using my browser's print command and a printer.

This is an addendum ("Addendum") to your Prime Online Agreement and sets forth additional terms and conditions for use of the Prime Bill Bay services offered through Prime Financial Credit Union to you. Except where modified by this Addendum, Prime Online Agreement remains in effect. Terms defined in the Electronic Services Agreement that are not defined in the Addendum have the same meaning here. This Addendum and the Electronic Services Agreement constitute the entire agreement between us and you relating to Prime Bill Pay services, supersede any other agreements relating to Internet Bill Payment services, and may only be amended as provided in the Agreement. If there is a conflict between Agreement and this Addendum, the terms in this Addendum will govern your use of Prime Bill Pay service.

Use of a Third-Party Bill Pay Service Provider

Prime Financial Credit Union has contracted with a third-party bill pay service provider ("the Service") to provide bill pay service to its members. Prime Financial Credit Union, at its sole discretion, reserves the right to change Internet bill pay service providers at any time. Prime Financial Credit Union also, reserves the right change the terms of this Prime Bill Pay Agreement, applicable fees and service charges from time to time. In such event, we shall send notice to you at your address of record or by secure electronic message via Prime Online service. Any use of the Prime Bill Pay services after you are sent a notice of change will constitute your agreement to such change(s).

Enrollment Request for the Internet Bill Pay Service

Prime Financial Credit Union reserves the right to refuse enrollment in Prime Bill Pay service to any member who does not meet the Prime Bill Pay service criteria which has been established by the Credit Union. Enrollment is limited to members ages 18 and older with a checking account.

Terms Used in this Agreement

As used in this Prime Bill Pay Agreement, the term "Payee" means the vendor, biller, person or entity to whom you wish a bill payment to be directed; "Payee Information or Payment Instructions" means the information provided by you to the Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, etc.); "Payment Account" means your Checking Account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance on line of credit accounts (e.g., line of credit overdraft accounts) at Prime Financial Credit Union, from which all bill payments may be made and/or such funds collected; "Business Day" means Monday through Friday, excluding Federal holidays; "Payment Date" means the business day of your choice upon which your bill payment will be made and your Payment Account will be debited; and "Cutoff Time" means 3:00 p.m. Central Standard Time on any Business

Day, and is the time by which you must transmit instructions to have them considered entered on that particular business day.

By providing the Service, with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives from you or your authorized user through the Prime Bill Pay service. When the Service receives a payment instruction, you authorize it to debit your Payment Account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as soon as reasonably possible.

For this reason, it is necessary that all Payment Dates selected by you be no less than seven (7) to ten (10) business days before the actual due date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. Payment Instructions entered after the Cutoff Time or on a non-business day will be considered entered in the Prime Bill Pay Service on the next business day. In the event you choose a Payment Date which is not seven (7) to ten (10) business days before the due date or on or past the due date stated on your invoice or bill, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

A bill payment is "In Process" starting at the Cutoff Time on the Payment Date. A bill payment is a "Scheduled Payment", starting from the time you enter Payment Instructions until the payment is "In Process." A bill payment is considered "Completed" on the business day you selected as the scheduled Payment Date. You may cancel or edit any Scheduled Payment (including recurring bill payments) by following the directions provided on the Prime Bill Pay system. There is no charge for canceling or editing a Pending Payment.

NOTE: We may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "In Process," and it is not possible to stop or cancel a payment which is "Completed." If you desire to cancel or stop any payment which is "In Process" you must call Prime Financial Credit Union during business hours at 414.486.4500 or toll free at 800.835.9680. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payment requests sent to us via electronic mail or in any other manner will not reach us in time for us to act on your request. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such a stop payment order. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be the then current charge for such service as disclosed in our Fee Schedule.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Prime Bill Pay service because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the payment or transfer, or the transfer would exceed the credit limit of your established line of credit account, if applicable; **NOTE: Prime Financial Credit Union may, at its option, pay a scheduled bill payment which exceeds the balance in the checking account by transferring the amount of the resulting overdraft from your overdraft service, available line of credit or the primary share savings account, indicated on the Membership Application and Agreement or on any subsequent Account Change Card. Per Federal regulation, pre-authorized telephone, Internet or automatic transfers from primary share savings to cover checking account overdrafts cannot exceed six (6) in number per calendar month.**
2. The bill payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. The Payee mishandles or delays a payment sent by the Service;
4. You have not provided the Service with the correct names, addresses, phone numbers, or account information for those persons or entities to whom you wish to direct payment;
5. Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) that prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions to the Service's performance obligations are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment account or causes funds from your Payment Account to be directed to a person or entity which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper recipient any previously misdirected payments or transfers.

Payment will be made to your Payee either electronically via ACH or by check. The method of payment depends upon the processing method that can be accommodated by the Payee or the Service. (e.g., some Payees are unable to accept electronic payments).

Transaction Limitations

- Single Transaction Payment Limit not to exceed \$3,000
- Daily Transaction Payment Limit not to exceed \$5,000

Payee Limitations

Payments are limited to payees in the United States and/or its territories. Members may initiate payments to governmental entities or court directed payments, the Service will have no obligation or liability with respect to such payments. Payments to prohibited payees such as illegal gambling sites are not allowed.

Password and Security

To access the Prime Bill Pay service you will need to log on to the Prime Financial Credit Union's Prime Online service using your User ID and Password and then click on the Prime Bill Pay links.

You agree not to give or make available your Prime Financial Credit Union Prime Online User ID and Password to any unauthorized individuals. You are responsible for all bill payments you, and your Prime Bill Pay authorized user, authorize using the Prime Bill Pay service. If you permit other persons to use the Prime Bill pay service or your Prime Financial Credit Union User ID or Password (even though you have agreed not to disclose this information); you are responsible for all transactions they authorize. If you believe that your Prime Financial Credit Union User ID or Password has been lost, stolen or compromised, or that someone may attempt to use the Prime Bill Pay service without your consent or has transferred money from your account by accessing your account without your permission, you must notify Prime Financial Credit at once by calling us during business hours at 414.486.4500 or toll free at 800.835.9680.

You also agree that Prime Financial Credit Union may revoke your Prime Bill Pay and/or Prime Online account access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the User ID and Password(s) belonging to you and/or your authorized user. Further, you agree that, if Prime Financial Credit Union is notified that you have included the Credit Union in the filing of a petition of bankruptcy, Prime Financial Credit Union may revoke or refuse to grant you Prime Bill Pay service and/or Prime Online account access to your account.

Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential; however, we will disclose information to third parties about your account or the transfers you make ONLY in the following situations:

1. If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or
2. Where it is necessary for completing transfers, or
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or
4. To a consumer reporting agency for quality assurance, or
5. In order to comply with a governmental agency or court orders, or
6. If you give us your written permission.

Charges or Fees

As a participant in the Prime Bill Pay service, you understand that we reserve the right to charge a basic fee per month for unlimited transactions as listed in the Fee Schedule. You agree to pay such fees and charges and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your savings or loan accounts will continue to apply.

You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

In the Event a Service Transaction Is Returned and/or Overdraws Your Payment Account

In using the Prime Bill Pay service, you are requesting the system to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice by secure electronic message via Prime Online service. In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with the Fee Schedule. Further, you also agree that an NSF fee may be charged to your account even if the payment is not returned but is paid and overdraws your Payment Account.

By enrolling for and using the Prime Bill Pay service, you agree that Prime Financial Credit Union has the right to transfer funds from your available balance on your line of credit account as well as from all of your share accounts to recover funds for all payments that have been requested to be paid by you and your authorized user. This includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner.

Termination or Discontinuation

In the event you wish to discontinue the Prime Bill Pay service, you must contact Prime Financial Credit Union within ten (10) days prior to the actual service discontinuation date. You must request the Prime Bill Pay service discontinuation in writing, sign it and send to:

**Prime Financial Credit Union
5656 S. Packard Ave.
Cudahy, WI 53110**

Prime Financial Credit Union may terminate Service to any individual at any time with cause, but without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Prime Bill Pay Agreement.

Information Authorization

Through your enrollment in the Prime Bill Pay Service, you agree that Prime Financial Credit Union reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

Your Liability for Unauthorized Transfers

If you tell the Credit Union within two (2) business days after you learn of unauthorized access to your account(s) and/or that your Prime Online User ID or Password has been lost, stolen or compromised, you can lose no more than \$50.00. If you fail to notify the Credit Union within (2) business days after you learn of unauthorized access to your account(s) and/or that your Prime Online User ID or Password has been lost, stolen or compromised, and we can prove that we could have prevented the unauthorized access to your account(s), or use of your Prime Online User ID and Password had you notified us, you could lose as much as \$500.00. If your monthly statement or your online account detail reflects any transfers or payments that you did not make, tell us at once. If you do not tell us within sixty (60) days after the first statement which reflected an unauthorized transfer(s) or payment(s) was mailed to you, you may not get back any money you lost after the sixty (60) days, provided that we can prove that we could have stopped someone from taking money if you had told us in time.

Errors or Questions

In case of errors or questions about your Prime Bill Pay transactions or if you need more information about a transaction listed on the statement, contact via phone at 414.486.4500 (toll free at 800.835.9680) or by mail at 5656 S. Packard Ave., Cudahy, WI 53110. We must hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appears.

- Tell us your name and account number.
- Describe the error or transaction in question and explain as clearly as possible 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 verbally, we may require that you send, and we receive, your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If additional time is required, it may take up to forty-five (45) days to investigate your complaint or question. If so, your account will be adjusted within ten (10) business days for the amount you think is in error. 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 adjust your account.

If we determine there was no error, we will send you a written explanation within three (3) business days after we finish the investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of documents that we used in our investigation.

NOTE: If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

Disputes

In the event of a dispute regarding the Prime Bill Pay service, you and the Service agree to resolve the dispute by looking to this Prime Bill Pay Agreement. You agree that this Prime Bill Pay Agreement is the complete and exclusive statement of the agreement between you and the Service, which supersedes any proposal, or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Prime Bill Pay Agreement. If there is a conflict between what one of the Service's employees says and the terms of this Agreement, the terms of the Prime Bill Pay Agreement shall control.

Assignment

You may not assign this Prime Bill Pay Agreement to any other party. The Service may assign this Prime Bill Pay Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Prime Bill Pay Agreement to independent contractors or other third-party service providers.

No Waiver

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Prime Mobile

Electronic Disclosure of the Terms and Conditions Agreement for the Prime Mobile Service

Transactions in Prime Mobile are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Account Rate and Fee Disclosures, and your loan agreements. Please read these Agreements carefully before accessing or using this service. By accessing or using the Prime Mobile service, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use the Prime Mobile service.

I acknowledge electronic receipt of the Prime Mobile Terms and Conditions Agreement ("Prime Mobile Agreement") associated with Prime Financial Credit Union's mobile banking service ("Prime Mobile") and agree that I have read and will abide by this Agreement. Prime Mobile is an electronic Internet based service. Therefore, you understand that the Prime Mobile Agreement will be entered into electronically. You have the right to have this disclosure provided or made available on paper or in non-electronic form; You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your Prime Online and Prime Mobile service; The consent to receive electronic consumer disclosures applies to all future required consumer disclosures in connection with Prime Online and Prime Mobile services; I also agree Prime Financial Credit Union does not need to provide me with an additional paper (non-electronic) copy of this Prime Mobile Services Agreement unless specifically requested. Further, I understand that a copy of this Prime Mobile Services Agreement can be printed by using my browser's print command and a printer.

This is an addendum ("Addendum") to your Prime Online ("Prime Online Agreement") and sets forth additional terms and conditions for use of the Prime Mobile services offered through Prime Financial Credit Union to you. Except where modified by this Addendum, Prime Online Agreement remains in effect. Terms defined in Prime Online Agreement that are not defined in the Addendum have the same meaning here. This Addendum and Prime Online Agreement constitute the entire agreement between us and you relating to Prime Mobile services supersede any other agreements relating to mobile banking and may only be amended as provided in Prime Online Agreement. If there is a conflict between Prime Online Agreement and this Addendum, the terms in this Addendum will govern your use of Prime Mobile service.

You will be notified thirty (30) days prior to any change in terms of this Agreement on our Prime Online webpage and with your statement.

Relationship to Other Agreements

You agree that when you use Prime Mobile, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Addendum 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 Prime Mobile (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Prime Mobile, including while downloading the Software, receiving or sending Prime Mobile text messages, or other use of your mobile device when using the Software or other products and services provided by Prime Mobile), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Prime Mobile.

Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with the Prime Mobile service, you will contact us directly.

Prime Mobile Services

The following terms and conditions apply to the Prime Mobile service.

Prime Mobile is offered as a convenience and supplemental service to our Prime Online. It is not intended to replace access to Prime Online from your personal computer or other methods you use for managing your accounts and services with us. Prime Mobile allows you to access your account information, transfer funds, and conduct other financial transactions.

We reserve the right to limit the types and number of devices or accounts eligible and the right to refuse to make any transaction you request through Prime Mobile. We also reserve the right to modify the scope of the Prime Mobile service at any time.

We may offer additional Prime Mobile services and features in the future. Any such added services and features will be governed by this agreement and by any terms and conditions provided to you at the time the new Prime Mobile service or feature is added and/or at the time of enrollment for the feature or service, if applicable. When such services are developed, you will have the opportunity to add them to your Prime Mobile service, provided you have a compatible Mobile Device. From time to time, we may amend these terms and modify or cancel the Prime Mobile services we offer without notice, except as may be required by law.

Prime Mobile may not be accessible or may have limited utility over some network carriers. In addition, the Prime Mobile service may not be supportable for all devices. The 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. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

Description of Services

Prime Mobile is a personal financial account management service that allows you to view balances and recent account activity, and conduct certain transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices (collectively, "Mobile Devices"). Prime Financial Credit Union's Prime Mobile includes Short Message Service (SMS)/Text Banking ("Mobile Text"), Wireless Application Protocol (WAP) Banking ("Mobile Web") and Mobile Application Banking ("Mobile App"), collectively ("Mobile Banking").

We reserve the right to modify the scope of the Prime Mobile services at any time. We reserve the right to refuse to make any Transaction you request through Mobile Banking. You agree and understand that Prime Mobile may not be accessible or may have limited utility over some mobile networks, such as while roaming. The most up-to-date list of Services which you may be able to access through Prime Mobile is posted on our website.

Use of Services

You accept responsibility for making sure that you understand how to use Prime Mobile before you actually do so, and then that you always use Prime Mobile in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Prime Mobile software ("Software"). We may change or upgrade Prime Mobile from time to time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use Prime Mobile as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Prime Mobile or your Mobile Device.

Use of Mobile Banking

You agree that we may send you, by SMS/text, email, and other methods, communications relating to Prime Mobile, including without limitation welcome messages, information and requests for information relating to use of Prime Mobile. You agree to use Prime Mobile carefully, to keep your password confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us during business hours at 414.486.4500, or toll free at 800.835.9680, and to cancel immediately your participation in Prime Mobile should you believe your account number or password may be compromised.

Any fingerprints saved on your mobile device may be used to access the Prime Mobile app. We suggest reviewing the enrolled fingerprints to make sure that each person is authorized to access the personal and financial information available in Prime Mobile. Fingerprints are only stored on your device and the Prime Mobile app does not see or store your fingerprint information during the authentication process. You are responsible for safeguarding your mobile device. The use of fingerprint authentication signifies you acknowledge these terms have been accepted by one or more of the persons who established the subject account with us. You are responsible for all transfers and/or transactions performed with fingerprint authentication. If you are not comfortable with these terms we suggest you not enable fingerprint authentication and resort to using your username and password to gain access to your account through this mobile device.

Location Based Information

If you use any location-based feature of Prime Mobile, you agree that your geographic location and other personal information may be accessed and disclosed through Prime Mobile. If you wish to revoke access to such information, you must cease using location-based features of Prime Mobile.

Export Control

You acknowledge that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Prime Mobile in any embargoed or sanctioned country such as Cuba, Iran, North Korea, Sudan, and Syria.

Proprietary Rights

You are permitted to use content delivered to you through Prime Mobile only on Prime Mobile. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any mobile banking technology, including, but not limited to, any Software or other mobile phone applications associated with Prime Mobile.

Permitted Prime Mobile Transactions

Transactions in Prime Mobile are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Account Rate and Fee Disclosures, and your loan agreements. You may withdraw by transfer up to the available balance in your account at the time of the transfer, except as limited under this agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may process transfers that exceed your available balance at our 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. We may limit the type, frequency and amount of transfers for security purposes and may change or impose the security 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.

You may make loan or credit card payments, view account history, or make person-to-person payments as described below.

Your Representations

You represent and agree to the following by enrolling in or by using the Prime Mobile Service:

1. **Account Ownership/Accurate Information:** You represent that you are the legal owner of the accounts and other financial information which may be accessed via Prime Mobile. You represent and agree that all information you provide to us in connection with Prime Mobile is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Prime Mobile. 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 Prime Mobile.
2. **User Security:** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Prime Mobile. You agree not to leave your Device unattended while

logged into Prime Mobile 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 Prime Mobile is available for use in locations outside of the United States. Accessing Prime Mobile from locations outside of the United States is at your own risk.

3. **User Conduct:** You agree not to use Prime Mobile or the content or information delivered through Mobile Banking in any way that would:
 - Infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software;
 - Be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Prime
 - Mobile to impersonate another person or entity;
 - 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);
 - Be false, misleading or inaccurate;
 - 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;
 - Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
 - Potentially be perceived as illegal, offensive or objectionable;
 - Interfere with or disrupt computer networks connected to Mobile Banking;
 - Interfere with or disrupt the use of Prime Mobile by any other user; or
 - Use Prime Mobile in such a manner as to gain unauthorized entry or access to the computer systems of others.
4. **No Commercial Use or Resale:** You agree that the Prime Mobile services are for your use only (for personal and business account holders). You agree not to resell or make commercial use of Mobile Banking.

Changes or Cancellation

You may cancel your participation in Prime Mobile at any time:

1. To cancel your participation in Prime Mobile, clear the cookies from your mobile browser and discontinue your use of Prime Mobile.
2. To delete the Prime Mobile Application, refer to the instructions for deleting a Mobile Application for your specific Mobile Device.
3. For assistance with Prime Mobile cancellation or lost/stolen Mobile Devices, call 414.486.4500 (toll free 800.835.9680).

We reserve the right to change or cancel Prime Mobile at any time without notice. We may also suspend your access to Prime Mobile at any time without notice and for any reason, including but not limited to, your non-use of Prime Mobile. You agree that we will not be liable to you or any third party for any modification or discontinuance of Prime Mobile.

Charges and Fees

You agree to pay for Prime Mobile in accordance with our current Fee Schedule and as amended from time to time. We will advise you of any fee changes prior to implementing them. You authorize us to automatically charge your account for all such fees incurred in connection with Prime Mobile. In the future, we may add to or enhance the features of Prime Mobile. By using such added or enhanced features, you agree to pay for them in accordance with our Schedule of Fees.

Alterations and Amendments

The terms of this Prime Mobile Agreement, applicable fees and service charges may be altered or amended by Prime Financial Credit Union from time to time. In such event, we shall send notice to you at your address of record, secure electronic message via Prime Online service, or to the e-mail address registered to your Prime Mobile account. Any use of the Prime Mobile services after you are sent a notice of change will constitute your agreement to such change(s). Further, we, may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Prime Mobile Agreement as to all such prior versions of the Prime Mobile programs, services, and/or related material and limit access to the Prime Mobile service's more recent revisions and updates.

Prime Mobile Services Limitations

1. Neither we, nor our service providers, can always foresee or anticipate technical or other difficulties related to Prime Mobile. These difficulties may result in loss of data, personalization settings or other Prime Mobile interruptions.
2. Neither we, nor any of our service providers, assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Prime Mobile.
3. Transfer and payment information available via the Prime Mobile software may differ from the information that is available directly through other Prime Online. Information available directly through other Prime Online may not be available via the Prime Mobile software and may be described using different terminology. The method of entering instructions via the Prime Mobile software also may differ from the method of entering instructions through other Prime Online. We are not responsible for such differences, whether or not attributable to your use of the Prime Mobile software. Additionally, you agree that neither we, nor our service providers, will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.
4. A valid and current email address must be on file with Prime Financial Credit Union in order to enroll or use Prime Mobile.
5. Prime Mobile is limited to six (6) different devices

Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the 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 (i) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Prime Mobile service; (ii) your violation of any law or rights of a third party; or (iii) your use, or use by a third party, of Prime Mobile.

Prime's Mobile Deposit Services

Mobile Deposit

Mobile Deposit ("Mobile Deposit") is a feature of our Prime Mobile service. Please read these Agreements carefully before accessing or using this feature. By accessing or using Mobile Deposit, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use this feature of Prime Mobile.

You understand and agree that by using Mobile Deposit, you are demonstrating your consent to be bound to all terms and conditions of this Agreement. This Agreement is subject to change from time to time. We will notify you of any changes via email or on our website by providing a link to the revised Agreement. Following such notification, your continued use of Mobile Deposit will demonstrate your consent to be bound by the revised Agreement. Further, Prime Financial Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions of or to Mobile Deposit at any time, and without notice to you. Your continued use of Mobile Deposit will indicate your acceptance of any such change to the Mobile Deposit feature.

Description of Services

Mobile Deposit provides you with the convenience of creating and transmitting an image of a check to us via our mobile app (accessible via a camera-enabled, compatible iOS or Android device), which can be deposited to a specified Account in lieu of the check, saving you the time and effort of mailing or driving the check to one of our branches.

Limitations and Availability

You understand and agree that the technology supporting Mobile Deposit may not be available at all times. In the event that an interruption to the availability of Mobile Deposit is anticipated, we will attempt to notify you by posting an alert on our website, sending you an email, or posting a notice within Prime Mobile services and features. However, we do not guarantee that Mobile Deposit will be available at any given time. You understand and agree that we are under no obligation to notify you of any interruption in the Service, and that we assume no responsibility for any technical or other difficulties or any resulting damages that you may incur. In no event will we be responsible for any failure of hardware you have obtained for accessing Mobile Deposit, or your inability to obtain a connection to Prime Mobile or the Mobile Deposit feature. The Mobile Deposit feature is provided on an "as is" and "as available" basis. Your access to and use of Mobile Deposit is subject to our qualification requirements, and we reserve the right to change those requirements at any time without prior notice to you. We reserve the right to change, suspend, or discontinue Mobile Deposit, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. In the event that Mobile Deposit is unavailable, we may accept your original check for deposit at any of our branches.

Hardware and Software

To use Mobile Deposit, you must have a supported mobile device (e.g., smartphone, iPad, etc.) with a supported camera and a supported operating system, have a data plan for your mobile device, and download the Prime Mobile App to your mobile device. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with Mobile Deposit.

Account Eligibility

Eligible accounts are those owned by natural persons, the use of which is for personal, family or household purposes. Accounts owned by a business or organization, and those uses other than personal, family or household purposes are not eligible. The determination of the eligibility of an account will be made at the Credit Union's sole discretion, and the Credit Union is under no obligation to provide access to an account. The Credit Union reserves the right to limit or refuse deposits to an account for any lawful reason.

Qualifications

Mobile Deposit is available on eligible accounts that meet the following criteria:

1. The account must be open for a minimum of thirty (30) days

2. The account does not have a history of returned deposit items presented against it
3. The account must be in "Good Standing"

For the purposes of Mobile Deposit, an account is in "Good Standing" if it meets the following criteria:

1. The account must have a positive balance
2. There are no funds owed to the Credit Union by the account owner(s) due to overdrafts, returned deposit items, fees of any sort, or any other outstanding obligations to the Credit Union

Image Eligibility

Image means a digitized representation of the front and back of a check, created by your use of Mobile Deposit, for the purpose of depositing the image in lieu of the original check to an account at the Credit Union; although separate representations of the front and back of a check may be required, the term "image" as used herein includes the corresponding representations of both the front and back of the check. You understand and agree that only an image of a check as defined in this Agreement may be transmitted via Mobile Deposit for deposit to an account. In particular, the check and image must conform to the "Check Image and Endorsement Requirements" and "Transaction Limits" sections of this Agreement.

Unacceptable Items for Deposit

You understand and agree that you will not use Mobile Deposit to deposit the following items:

1. Any third-party check or item, i.e., any item that is made payable to another party and then endorsed to you by such party
2. Any check or items drawn on your account that you are depositing to that same account
3. Any check or item that contains evidence of alteration to any of the fields on the front of the check or which you know or suspect are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn
4. Any check or item that is "non-negotiable" (whether stamped in print or as a watermark)
5. Any check or item previously converted to a "substitute check", as defined in Regulation CC
6. Any check or item issued to you by a financial institution in a foreign country
7. Any check or items not payable in U.S. currency
8. Any check or item that is "stale dated", expired, or "postdated", or is dated more than six (6) months prior to the date of deposit
9. Any check or item that is incomplete
10. Any check or item on which a stop payment order has been issued or to which there are insufficient funds
11. Cash
12. Savings Bonds

Deposits of this nature may result in immediate termination of Mobile Deposit and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account. Even though a check may not be eligible for transmission as an image via Mobile Deposit, you may still be permitted to deposit the check in person. Please contact us at 414.486.4500 for assistance in determining the eligibility of your check.

Check Image and Endorsement Requirements

Any image of a check that you transmit to Prime Financial Credit Union must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. Prior to transmitting the original check, you will restrictively endorse any item transmitted through Mobile Deposit as "For Mobile Deposit Only", and your endorsement. The scanned image of the check transmitted must accurately and legibly provide the following information: (1) your endorsement and (2) the information identifying the drawer and the paying financial institution that is preprinted on the check, including complete and accurate MICR information and the signatures. The image quality of the check must comply with the requirements established by the American National Standards Institute (ANSI), the Federal Reserve Board, Regulation CC, or any other regulatory agency, clearing house, or association. Mobile Deposit may reject your deposit if the image is not satisfactory. Receipt of the image does not guarantee Prime Financial Credit Union has accepted the image. The Federal Law regarding fund availability requires the Financial Institution's endorsement area on the back of a check be

kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings. Prime Financial Credit Union will not be responsible for any damage incurred in the event you deposit an item that is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by you or a prior endorser on the back of the check.

Transaction Limits

You understand and agree that the Credit Union may, from time-to-time and at its sole discretion, establish or modify limits on the amount and/or number of images that you may transmit via Mobile Deposit. Any transmission you attempt to make which would exceed these limits may be rejected by us. Notwithstanding the foregoing, if we permit you to transmit one or more images in excess of these limits, your use of Mobile Deposit will nonetheless be subject to all other terms of this Agreement, and we will be under no obligation to permit you to exceed these limits at any time in the future.

Currently, transactions are limited to:

1. A total daily dollar limit of \$3,000
2. A maximum image or check limit of \$1,500
3. A total of \$5,000 per thirty (30) day period

We reserve the right to change these limits at any time without prior notice to you.

Processing Deadlines

Any image transmitted to Mobile Deposit by 4:00 p.m. Central Time on a business day (as defined in Prime Online Agreement herein) will be considered for acceptance that business day; an image transmitted after 4:00 p.m. Central Time will be considered for acceptance on the next business day.

Funds Availability

You understand and agree that deposits made using Mobile Deposit will be credited to your account balance immediately; however, generally funds will not be available until three (3) business days after the date of the deposit. We do not guarantee that any image transmitted via Mobile Deposit will be received by Mobile Deposit, accepted by the Credit Union or ultimately deposited to the account. You understand and agree that any time-sensitive deposit (such as one to be used for a loan or other payment) should NOT be transmitted as an image via Mobile Deposit and should be presented in person at one of our locations. The Credit Union will not be responsible for any loss, charge or fee you incur as a result of your use of Mobile Deposit which results in any late or non-payment of any withdrawal from the Account.

Unpaid Items

With respect to any item that you transmit to us by Mobile Deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account, including any applicable fees. Please see Prime Financial Credit Union's current Fee Schedule.

Storage and Destruction of Original Checks

You understand and agree that you will retain possession of the original check for a period of thirty (30) calendar days, during which time you will ensure the safety and integrity of the original check. You understand and agree that, at the expiration of this thirty (30) calendar day period, you MUST destroy the original check via a commercially acceptable means of destruction, including shredding (preferably via a cross-cut shredder), burning or pulverizing the original check, after which the image will be the only evidence of the original check.

You understand and agree that it is your responsibility to establish and maintain appropriate procedures and controls to safeguard the original check and to prevent any further use. You agree that you will notify us IMMEDIATELY if you learn of the loss or theft of an original check, an image of which was transmitted via Mobile Deposit for deposit to an account.

You understand and agree that, during such time as you retain the original check, that we may require you to make the original check available to us within fourteen (14) calendar days, at your expense. You further agree that if you fail to provide the original check to us within fourteen (14) calendar days, we may reverse the deposit made to the account, and that you will be responsible for any loss incurred by you, the account owner or us as a result of such reversal.

You understand and agree that once an image of a check has been transmitted via Mobile Deposit, the original check may never again be used for any purpose, particularly for deposit. Any violation of this provision may result in immediate termination of your access to Mobile Deposit, and the recovery of any loss incurred by the Credit Union for any violation of this provision will be pursued by any collection means available to us.

Errors in Transmission

You understand and agree that, by your use of Mobile Deposit, you accept all risk that an image or other information may be intercepted or misdirected during transmission. Further, you understand and agree that the Credit Union bears no liability to you or anyone else for any such intercepted or misdirected item or information disclosed through such error.

Warranties and Indemnification

Upon your request for access to Mobile Deposit, and each time you transmit an image via Mobile Deposit, you warrant to us that:

1. You will only transmit images of eligible checks.
2. You will not transmit images of original checks, images of which have been previously transmitted to us via Mobile Deposit or to another financial institution via a similar service.
3. You have possession of the original check, and you will not deposit, re-deposit or re-present the original check.
4. All information you provide to us is accurate and true, that image is a true, unaltered accurate digitized representation of the front and back of the original check, and that the drawer of the check authorized its issuance and has no defense against its payment.
5. The amount, payee(s), signature(s) and endorsement(s) on the original check are genuine, accurate and legible.
6. You are authorized to enforce and demand payment of the original check.
7. You will comply with this Agreement, and any applicable laws, regulations or rules.
8. You are not aware of any fact or circumstance which may impair the collectability of the image.
9. You warrant that images transmitted by you via Mobile Deposit are free of any computer virus or malware.
10. You agree to indemnify and hold us harmless from any loss for breach of this warranty provision.

Errors

You understand and agree that you will notify us immediately if you know, suspect, or have any reason to know that any error has occurred concerning an image you have transmitted via Mobile Deposit. Such errors include but are not limited to duplicate checks images of the same check. Further, you understand and agree that the deadline for notifying us of any such error will be the 4:00 p.m. Central Time deadline described in the "Processing Deadlines" section of this Agreement. Unless you notify us by the applicable 4:00 p.m. Central Time deadline, you understand and agree that all transmissions you make via Mobile Deposit will be deemed correct, and you understand and agree that you are prohibited from bringing a claim against the Credit Union for any such alleged error. Errors regarding the Account and any deposit made to it are governed by the master Account Disclosures.

Cooperation with Investigations

You understand and agree that you will cooperate with us regarding any investigation of unusual transactions, poor quality transmissions, and resolution of claims. Such cooperation may include providing to us an original check or copy thereof when such original check or copy thereof is in your possession, or any records relating to such checks or transmission. You agree that the provision of an original check, copy thereof, or any record will be upon our request and at your expense.

Termination or Discontinuation

You understand and agree that we may terminate this Agreement at any time and for any reason. This Agreement, which you have made with us, remains in full force and effect unless and until it is terminated by us. Reasons for which, without limiting the foregoing, we may terminate this Agreement include but are not limited to: if you breach any term of this Agreement, if you use Mobile Deposit for any unauthorized or illegal purpose, or if you use Mobile Deposit in a manner inconsistent with the terms of this Agreement, the Master Account Disclosure or any other agreement you have made with us. Termination will not affect your liability or obligations under this Agreement, Prime Online Agreement or any other agreements you have with us.

Severability

You understand and agree that in the event that any provision of this Agreement is deemed to be invalid, illegal, or unenforceable to any extent, such determination will apply only to the affected provision, and will not affect the validity of any other provision of this Agreement, which will continue in full force and effect to the fullest extent permitted by law. Headings used in this Agreement are for convenience only and do not limit or otherwise affect the provisions of this Agreement.

Ownership and Licensing

You understand and agree that the Credit Union provides Mobile Deposit under one or more licensing agreements with various third parties, who retain ownership or licensing rights over Mobile Deposit and its technology. Your use of Mobile Deposit is permitted subject to the license granted to the Credit Union by such third parties, and you thereby gain no ownership or licensing rights in Mobile Deposit or its technology. You understand and agree that your use of Mobile Deposit is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use Mobile Deposit Service. Without limiting the restriction of the foregoing, you may not use Mobile Deposit (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 actual or potential economic disadvantage of the Credit Union, in any respect. You may use Mobile Deposit 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 Mobile Deposit.

Disclaimer of Warranties

You understand and agree that your use of mobile deposit and all information and content (including that of third parties) is at your own risk and is provided on an "as is" and "as available" basis. Prime financial Credit Union disclaims all warranties of any kind as to the use of mobile deposit, 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 mobile deposit (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from mobile deposit will be accurate or reliable, and (iv) any errors in mobile deposit or technology will be corrected.

Limitation of Liability

You understand and agree that Prime Financial Credit Union will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use mobile deposit 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 mobile deposit, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Prime Financial Credit Union has been informed of the possibility thereof, except as otherwise required by law.