

END USER AGREEMENT

The primary licensor for Old Hickory CU's mobile banking service is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our mobile banking service, you hereby agree as follows:

(i) General. Access to our mobile banking service via your mobile device is powered by the mobile technology solution owned by Provider. The Provider is not the provider of any of the financial services available to you through the mobile banking service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the mobile banking service.

(ii) Source of Information. The mobile banking service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iii) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the mobile banking service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(iv) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the mobile banking service, you are voluntarily supplying that content to Provider for the purpose of providing the mobile banking service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the mobile banking service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the service you are assuming those risks.

(v) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the mobile banking service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(vi) Disclaimer of Warranty. THE MOBILE BANKING SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE MOBILE BANKING SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE MOBILE BANKING SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE MOBILE BANKING SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY

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RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(vii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(viii) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the application. For example, it tracks how many visitors the application has, which screens they spend time on, what kinds of operating systems and mobile devices they use, and how they found the application. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this application for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>.

Internet Banking and Bill Payment Agreement

1. Scope of this Agreement

This Agreement between you and Old Hickory Credit Union, 410 Donelson Pike, PO Box 140478, Nashville, TN 37214 governs your use of our Internet Banking and Bill Payment services (the "Service"). The Service permits our members to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

OUR INTERNET BANKING AND BILL PAY SERVICES ARE GENERALLY INTENDED FOR USE BY CONSUMER INDIVIDUALS 18 YEARS OF AGE OR OLDER.

2. Accepting the Agreement

After you have carefully read this Agreement in its entirety and the linked Privacy Notice, you will be asked to accept the terms and conditions of this Agreement. When you accept these terms and conditions, you represent and warrant that you are an Authorized User acting with full authority, and that you are duly authorized to execute this Agreement.

You should print and/or save a copy of this Agreement for your records. To print, select the print button below or select the print function on your browser. To save a copy of this Agreement on your computer, select "File" and then "Save As" on your browser. If you need help printing or saving this document, or if you have any questions about this Agreement, please contact our Internet Banking Customer Service Department. Our contact information is listed at the top of this

Agreement. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described within this Agreement.

WHEN YOU CLICK ON THE "ACCEPT" BUTTON BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCEPTING, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL BUTTON.

3. Definitions

Agreement - means these terms and conditions of the Internet Banking and Bill Payment services.

Authorized User - is any individual, agent, or sub-user whom you allow to use the Service or your passcode or other means to access your Eligible Account(s).

Bill Payment Service Provider – refers to the contractor, sub-contractor, or provider of our Bill Payment and Delivery services, iPay Solutions™.

Biller – is the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

Billing Account - is the checking account from which all Service fees will be automatically debited.

Business Day - is every Monday through Friday, excluding holidays recognized by Old Hickory Credit Union (usually Federal Reserve holidays).

Business Customer - Refers to anyone other than a Consumer who owns an Eligible account with respect to which the Service is requested primarily for business purposes.

Business Day Cutoff - Refers to the cut-off time for posting purposes. The cut-off time for online transactions is based upon our Business Days and the Central Time Zone. For posting purposes, we will process all transactions completed by 3:00 pm on the same Business Day. Transactions completed after 3:00 pm will be processed on the following Business Day. Bill Payment cut-off and scheduling times differ and are further detailed in this Agreement.

Consumer – Refers to a natural person who owns an Eligible Account at this Financial Institution and who uses the Service primarily for personal, family, or household purposes.

Due Date - is the date reflected on your Biller statement for which the Bill Payment is due. It is not the late date or grace period.

Eligible Accounts –An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement. Only a checking, or share draft account may be eligible for Bill Payment privileges. We may make additional accounts available for Bill Payment services from time-to-time as allowed by law or our Bill Payment Service Provider.

You may request Internet access to any account that you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account.

When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

Joint Accounts - If the Eligible Accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access ID and Passcode are authorized unless we have been notified to cancel the Service. If joint account holders use individual Access IDs, the Service may be identified separately and you may be charged for the use of additional Access IDs. In some cases, if your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Service.

Laser Draft Payment – is a payment method similar to a check written by you on your Payment Account. Billers should receive Laser Draft Payments no later than the Scheduled Payment Date. Funds remitted to the Biller are deducted from your Payment Account when the Laser Draft is presented to this Financial Institution for payment. As a result, neither this Financial Institution nor its Service Provider(s) can control when your Payment Account will be debited for a Laser Draft Payment.

Payment Account - is the checking account from which Bill Payments will be debited. You must be a legal owner of any Payment Account registered for the Service.

Payment Instruction - is the information provided by you to the Service for a Bill Payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

Scheduled Payment - is a Bill Payment that has been scheduled through the Service but has not begun processing.

Scheduled Payment Date - is the day you want your Biller to receive your Bill Payment and is also the day your Payment Account will be debited (other than Laser Draft Payments, as described above), unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

Service – means the Internet Banking, Bill Payment and Delivery services offered by Old Hickory Credit Union through its Service Providers.

Service Provider - includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Internet Banking, Bill Payment, and electronic Bill Delivery services.

Sub-User Administrator – Each Business Customer utilizing ACH and wire transfer privileges must authorize a Sub-User Administrator for managing Authorized User access to company accounts accessible through the Service. Sub-User Administrators and/or Authorized Users may be identified in separate agreements. you and your - As used within this Agreement, “you” and “your” refer to the person enrolling in the Service, owner of the eligible accounts, as well as any Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Service. we, us, or our – As used within this Agreement, refer to Old Hickory Credit Union and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee that Old Hickory Credit Union may involve in the provision of the Service.

4. Basic Internet Banking Services

The basic features currently available through the Service include:

Up to 24 months of complete Internet transactional detail and history

Account Inquiries for balances, rates, etc.

Copies of monthly Account Statements

Transfers between your accounts at this Financial Institution

Secure messaging

Secure File Transfers

View loan balances

Payments to loans at this Financial Institution

Online check reorders

Stop payments on checks that you have written

Transaction downloads

Bill Payment services are optional. You can request Bill Payment privileges in the online enrollment process and/or you can add Bill Payment services at a later time by contacting our Internet Banking Department or sending us a secure message through the Service. Bill Payment customers also have access to electronic Bill Presentment or Bill Delivery.

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

5. Other Basic Internet Banking Features

(A) Stop Payment Feature

The stop payment feature within the Service is only for stopping payments on checks that you have written. Stop payment requests received through the Service will generally be processed within one (1) to two (2) Business Days. Therefore, if your request is urgent, we recommend that you contact our Internet Banking Department directly via telephone, in person, or secure messaging.

The stop payment feature within the Service cannot be used to cancel transfers and Bill Payments.

There is typically a stop payment fee associated with this feature. Please refer to our fee schedule for additional information or contact us at 615-847-4043 or 1-800-998-4043. Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request. Additional information on stop payments is available in within the Service.

(B) Check Reorders, Address Change, Order Documents Secure Messaging & Secure File Delivery Services

Additional features within the Service include: check reorders, secure messages for address changes, document requests, and secure file delivery. The submission of requests, such as those for address changes, document requests, or check reorders, will generate a secure message to this Financial Institution. Generally, requests received through the Service's secure message feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact our Internet Banking Department.

We also offer a direct link for check reorders. This link will securely submit your reorder request directly to the check printer. In addition, in the User's Services menu, you can request Bill Payment services and the addition/ removal of Linked Accounts. There may be additional fees associated with some of these services, such as when you reorder checks through the Service. Fees will be disclosed in our fee schedule and/or at the time of your request.

6. Fees

Basic Internet Banking Service: (view balances and account transfers) – No charge

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Bill Payment Fees:

Consumers: For a limited time, the first 2 monthly Bill Payment fees will be waived as a way to introduce the Service. After the 60 day introductory period, Bill Payment will remain free if you pay at least one bill in a calendar month; otherwise, bill pay has a monthly flat fee of \$4.95 per month if you do not pay at least one bill in a calendar month.

Business Customers: For a limited time, the first 2 monthly Bill Payment fees will be waived as a way to introduce the Service. Thereafter, bill payment fees shall be \$4.95 per month.

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply.

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

7. Requirements for Enrolling in the Service

In order to enroll in the Service:

You must have an Eligible Account with this Financial Institution.

Your account with us must be in good standing.

You must be 18 years of age or older.

You must be a resident of the United States or its possessions.

You must have a computer and Internet browser that will support current level of encryption.

You will need Internet access through an Internet service provider (ISP).

You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.

You will also need an email address for the delivery of electronic notices and disclosures.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there's a material chance that the changes may impact your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

8. Enrollment Process

You must complete the enrollment process to use the Service. You can enroll for the Service on the Internet. When you enroll for the Service, you agree to provide true and accurate enrollment information. The Internet enrollment process involves completing a secure online application that we will use to verify your identity. You will also choose your Access ID and Passcode during the enrollment process.

9. Linked Accounts

When you first enroll for the Basic Internet Banking Service we will link all of your designated Eligible Accounts to one Access ID. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at 615-847-4043 or 800-998-4043, or send us a secure message through the Service.

With the exception of sole proprietors, Business Customers may not link personal Consumer accounts to the Service.

10. Signature Requirements

When any transfer, ACH, or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. Requirements for dual signatures on checks, if applicable, do NOT apply to Bill Payments or other transfers initiated through the Service. Any Authorized User must be authorized individually to make electronic transfers and online Bill Payments even though that person's authority to make transfers by other means may still require dual signatures. We may choose to restrict bill payment privileges on accounts which require dual signatures.

11. Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

12. Canceling or Changing Transfers

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still "pending". For Business Customers, the term "transfers" also includes ACH and wire transactions.

In order to cancel or change a pending transfer that has not been submitted to us for processing, use the following procedures:

1. Log in and make edits to the appropriate transaction.
2. Edits must be made before 3:00 pm Central time for transactions to be processed the same Business Day
3. You may edit a pre-scheduled (future dated/automatic) transaction anytime before 3:00 pm Central time on the Business Day before the scheduled transfer or payment date.
4. For transfers, you can change the transfer amount to \$0.00, or
5. If you accidentally transfer funds, you can schedule another transfer to move funds to back to the original account.

For Business Customers, additional guidance on creating, canceling, editing ACH and wire transactions is available within the Service and from our Internet Banking Department. Business Customers may edit, delete, or un-approve wire transfers or ACH transactions prior to the effective date. After-cut-off time, if changes are necessary, please contact us immediately, we may not have sufficient time to stop such transactions from further processing. Separate agreements may detail the required time-frames for submitting and making changes to these types of transactions.

For assistance, you can send us a secure message through the Service or call us at 615-847-4043 or 800-998-4043.

If you need our assistance on making edits to automatic/future dated transfers; you can send us a secure message through the Service; however, we must receive your request three (3) Business Days or more before the transaction is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after the call.

13. Bill Payment and Transfer Limitations

You may use the Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized electronic transfers, which include computer initiated transfers, telephone transfers, checks, and point-of-sale transactions during a given monthly statement period. Transfers and Bill Payments authorized by personal computer through the Service are counted toward the six permitted monthly transfers. Bill Payments are considered third party transfers and are limited to three (3) transactions. Federal regulations currently place no limits on the number of transfers or Bill Payments from your Checking or Share Draft accounts, therefore this financial institution currently limits the Bill Payment Service to only Checking or Share Draft Accounts.

14. Bill Payment Terms and Conditions

(A) Bill Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the Service when you are scheduling the Bill Payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller.

When scheduling Bill Payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

(B) The Bill Payment Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. Except as expressly stated otherwise within this Agreement, this Financial Institution and/or its Service Providers will bear the responsibility for any late payment related charges up to \$50.00 should a Bill Payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement.

(C) Payment Authorization and Payment Remittance

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions received through the Service. In order to process payments more efficiently and effectively, our Service Provider may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize our Bill Payment Service Provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize our Service Provider to credit your Payment Account for payments

returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another Authorized User of the Service.

(D) Payment Methods

Our Bill Payment Service Provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a Laser Draft Payment.

(E) Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (if processing has not begun) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. However, once the Service has begun processing a Scheduled Payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within this Agreement.

(F) Bill Payment Stop Payment Requests

The ability of this Financial Institution and its Service Provider to process a stop payment on a Bill Payment request will depend on the payment method and whether or not a check or Laser Draft Payment has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any Bill Payment that has already been processed, you must contact our Service Center at 615-847-4043 or 800-998-4043, or go to any branch to complete a stop payment request.

Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

(G) Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return Bill Payments to our Service Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. Our Service Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service of returned payments.

(H) Bill Payment Information Authorization

Requests for Bill Payment privileges may not be fulfilled if this Financial Institution and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment in the Bill Payment Service; you agree that this Financial Institution and its Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that this Financial Institution and its Service Providers reserve the right to obtain financial information regarding your account from a Biller or your Financial Institution (for example, to resolve payment posting problems or for verification).

(I) Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Service.

(J) Exception Payments

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall this Financial Institution or its Service Provider(s) be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Payment Service

Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. Research of exception payments shall be limited to proof of payment and/or unauthorized payments only. All other research and resolution for any misapplied, mis-posted or misdirected exception payments will be your sole responsibility.

(K) Biller Limitation

We reserve the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

(L) Failed Transactions

In using the Service, you are requesting us 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 insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned;
2. For any amount not reimbursed to the Service Provider within fifteen (15) days of the initial notification, a late charge may be assessed each month against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower;
3. You will reimburse our Service Provider for any fees, it may incur in attempting to collect the amount of the return from you; and
4. Our Service Provider is authorized to report the facts concerning the return to any credit- reporting agency.

15. Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

(A) Information Provided to the Biller

We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by you; contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

(B) Activation

Upon activation of the electronic bill feature, our Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

(C) Notification

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Our Bill Payment Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, our Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

(D) Cancellation of Electronic Bill Notification

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

(E) Non-Delivery of Electronic Bill(s)

You agree to hold harmless, this Financial Institution and its Service Providers should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

(F) Accuracy and Dispute of Electronic Bill

Neither this Financial Institution, nor its Service Providers are responsible for the accuracy of your electronic bill(s). This Financial Institution and its Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

16. Privacy

We understand how important privacy is to our members. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service.

(A) 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 transactions you make ONLY in the following situations:

Where it is necessary for completing transactions;

Where it is necessary for activating additional services;

In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;

To consulting firms, in an aggregate non-personally identifiable format, for research and product improvement purposes only in order to comply with a governmental agency or court orders; or

If you give us your written permission.

Please refer to our privacy notice for additional detail on disclosure of account information.

17. Internet Security

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet.

Access IDs and Passcodes - One of the main security features protecting the Service is the unique combination of your Access Identification Code (Access ID) and Passcode. During the enrollment process, you will be asked to select a unique Access ID, and then choose a Passcode that will be used to gain access to the Service. You determine your own Passcode, which is encrypted in our database. Neither this Institution nor its Service Providers have access to this information. The Service will automatically deactivate your account after three unsuccessful login attempts within a 24-hour time frame. You may reset your passcode online or you may contact this Institution for assistance.

Because your Passcode is used to access your accounts, you should treat it as you would any other sensitive personal data.

You should carefully select a Passcode that is hard to guess.

You should not use words based on your name, address or other personal information.

Special characters may be used to increase security.

Do NOT use dictionary words. The “Help” link within the Service will offer tips on choosing a secure Passcode that you can remember.

Keep your Passcode safe.

Memorize your Passcode and do NOT write it down.

You should also change your Passcode occasionally, such as every 90 days.

A Passcode should be changed immediately if you suspect that your Passcode has been compromised. This can be done at any time from the “Settings” menu after you log on to the Service.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR ACCESS ID, OR YOUR PASSCODE. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY.

Encryption – The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports a minimum of 128-bit encryption. The Service will not allow you to connect if your browser does not meet this requirement. Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock from “open” to “locked”. What this means to you is that your communications are encrypted from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority - The servers hosting the Service have been certified by a Certificate Authority to assure you that you are actually talking to the Service instead of someone pretending to be us.

Cookies - During your use of the Service, our Internet banking Service Provider will pass encrypted cookies to your computer in order to identify your computer during the session. These cookies enables us to process multiple transactions during the session without having to provide an Username and Password for each individual transaction. Users must accept these cookies to use the Service. These cookies do not contain any personal information; they simply provides another level of security for our Internet banking product. The cookies are stored on your computer’s hard-

drive, identifying your computer while you are logged on. When you log off and close your browser the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

Additional Security Guidelines:

All Authorized Users should sign-off after every Service session; however, online sessions will automatically end after ten (10) minutes of inactivity. This to protect you in case you accidentally leave your computer unattended after you log-in.

The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.

Routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or spyware may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers.

Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.

Keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

18. Your Passcode Responsibilities

When you accept the terms and conditions of this Agreement, you agree not to give or make available your passcode or other means to access your account to any unauthorized individuals. You are responsible for all transfers and Bill Payments you authorize using the Service. If you permit other persons to use the Service, your passcode, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your passcode or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 615-847-4043 or 800-998-4043 during customer service hours. You can also contact us by sending a secure message through the Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSCODE TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSCODE TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AND/OR AN AGGREGATION SERVICE PROVIDER).

In addition to the security features described above, there may be other security related notices posted on our website or the Service from time-to-time. It is your responsibility to read all security notices.

19. Our Liability for Failure to Complete Transactions

We will use commercially reasonable efforts to make all your transfers and Bill Payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
2. The Service and/or the payment processing center is not working properly and you know or have been advised by this Institution and/or its Service Providers about the malfunction before you execute the transaction;

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3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
4. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
5. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
6. It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
7. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
8. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
9. Circumstances beyond control of the Service, our Service Providers, and this Institution (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, this Financial Institution and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

20. Documentation And Verification Of Payments And Transfers

Information regarding Internet Banking and Bill Payment transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

21. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts

(A) Errors and Questions

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

Telephone us at 615-847-4043 or 800-998-4043 during customer service hours;

Contact us by using the secure messaging feature within the Service; or

Write to us at PO Box 140478, Nashville, TN 37214

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name, relevant Service account number(s), and Access ID;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. 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. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

(B) Consumer Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Access ID or Passcode has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If consumer customers tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

22. Additional Provisions Applicable Only To Business Customers

(A) Protecting Your Account

The Service will allow Business Customers to establish individual Access IDs, passcodes, privileges for each Authorized User. Transaction history is maintained for each Access ID. Additional fees maybe assessed for each Access ID.

BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR DESIGNATING ITS AUTHORIZED USERS, ASSIGNING PRIVILEGES, AND DISCLOSING THE IDENTITY OF SAID USERS TO THIS INSTITUTION AND ALL CHANGES THEREOF IN WRITING BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT ITS AUTHORIZED USERS HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSFERS AND BILL PAYMENTS THROUGH THE SERVICE.

BUSINESS CUSTOMER AUTHORIZES THIS INSTITUTION AND ITS SERVICE PROVIDERS TO ACT UPON, AND YOU AGREE TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH YOUR ACCESS ID AND PASSCODE AND/OR THE ACCESS ID AND PASSCODE OF AN AUTHORIZED USER. FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, OR ANY OF ITS AUTHORIZED USERS, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN AUTHORIZED USER OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE SERVICE OR COMPANY ACCOUNTS BY ITS AUTHORIZED USERS. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OUR ACTING UPON ANY DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH AN ACCESS ID AND PASSCODE OF AN AUTHORIZED USER.

YOU AGREE THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT FINANCIAL INSTITUTION NAME AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO

REQUIRE ALL AUTHORIZED USERS TO KEEP PASSCODES SECURE AND STRICTLY CONFIDENTIAL;

IMMEDIATELY NOTIFY US AND SELECT A NEW PASSWORD IF YOU OR YOUR AUTHORIZED USERS BELIEVE YOUR PASSCODES MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.

WE MAY DISABLE PASSCODES OF AUTHORIZED USERS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU, IF WE SUSPECT PASSCODES ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALY REASONABLE PROCEDURES TO CONTROL ACCESS TO THEIR COMPUTER SYSTEMS AND TO PROTECT ANY DATA FILES STORED THEREON. BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ALL APPROPRIATE AND COMMERCIALY REASONABLE, PHYSICAL, LOGICAL, AND NETWORK SECURITY SYSTEMS AND DEVICES TO PROTECT THE SECURITY OF DATA FILES MAINTAINED ON COMPUTER(S) USED TO ACCESS THE SERVICE AS WELL AS THE PROTECTION AGAINST UNAUTHORIZED ACCESS TO BUSINESS COMPUTERS, AND/OR NETWORKS USED TO ACCESS THE SERVICE. BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE SERVICE.

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMERS' SELECTION OF SECURITY SYSTEMS OR DEVICES FOR THE PROTECTION OF ANY DATA FILES OR COMPUTERS USED TO ACCESS THE SERVICES OR OVER BUSINESS CUSTOMERS DEVELOPMENT OR IMPLEMENTATION OF SECURITY PROCEDURES OR THE FAILURE OF BUSINESS CUSTOMER TO MAINTAIN SAID PROCEDURES.

(B) Commercially Reasonable Security Procedures of the Service

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE. YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR ACCESS ID AND PASSCODE AND THE SAME FOR YOUR AUTHORIZED USERS. YOU AGREE TO NOTIFY THIS FINANCIAL INSTITUTION IN THE EVENT THAT YOUR USE OF THE SERVICE WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE SERVICE. IF YOU FAIL TO NOTIFY THIS FINANCIAL INSTITUTION, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

(C) Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

Telephone us at 615-847-4043 or 800-998-4043 during customer service hours;

Write us at: PO Box 140478, Nashville, TN 37214

(D) Your Liability for Unauthorized Transfers

You must notify us of errors, discrepancies, or possible unauthorized payments as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days after you have received notice of an unauthorized or erroneous transfer or Bill Payment, Old Hickory Credit Union will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

Old Hickory Credit Union and its Service providers shall have no liability to you for any unauthorized payment or transfer made using your passcode that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

(E) Limitation of Institution Liability

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR MISCONDUCT. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

RELATED TO THE DISHONESTY OF THE BUSINESS CUSTOMER'S EMPLOYEES, OFFICERS, AGENTS OR AUTHORIZED USERS;

RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY PAYMENT OR FUNDS TRANSFER REQUEST;

RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN OLD HICKORY CREDIT UNION AND THIRD PARTIES, OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL.

IF THIS FINANCIAL INSTITUTION AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A TRANSFER OR BILL PAYMENT PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A TRANSFER OR PAYMENT IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELED THE INSTRUCTION.

WE MAY PAY SUCH INTEREST EITHER TO YOU OR THE INTENDED RECIPIENT OF THE PAYMENT, BUT IN NO EVENT WILL WE BE LIABLE TO BOTH PARTIES, AND OUR PAYMENT TO EITHER PARTY WILL FULLY DISCHARGE ANY OBLIGATION TO THE OTHER. IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT PER YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT AFTER WE HAVE HAD A REASONABLE TIME TO ACT ON A NOTICE FROM YOU OF POSSIBLE UNAUTHORIZED USE AS DESCRIBED ABOVE, UNLESS OTHERWISE REQUIRED BY LAW, OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE AMOUNT ERRONEOUSLY PAID, PLUS INTEREST THEREON FROM THE DATE OF THE PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY (60) DAYS INTEREST. IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THIS AGREEMENT OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK IN THE DISTRICT NEAREST TO OLD HICKORY CREDIT UNION FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

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NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST OLD HICKORY CREDIT UNION AND ITS SERVICE PROVIDERS UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

(F) Indemnification

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless Old Hickory Credit Union and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by Old Hickory Credit Union through the Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Service; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

23. Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

24. Electronic Disclosure

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include: monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. The equipment necessary for accessing these types of disclosures electronically is described within this Agreement in Section 8.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER INTERNET BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE AND REPRESENT THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

You may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting us at: questions@ohcu.org or 615-847-4043 or 800-998-4043

You can also "opt-out" of electronic only statements on the statements page within the Service.

In addition, you can request paper copies of disclosure documents through the Service free of charge. Additional fees for paper copies of account statements may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies. Fees for copies of statements, share drafts, and other documents are described in the most current copy of our fee schedule.

You should print or save a copy of all disclosures delivered electronically.

If you enroll for the Service in one of our office locations, we will send you an e-mail and ask you to confirm your ability to access the Service and its related online disclosures. We may ask you to confirm by sending us a secure message through the Service.

25. Address, E-mail, or Payment Account Changes

When you enroll in the Service, we may send you a "Welcome" e-mail. We will also send you e-mails and/or secure messages through the Service regarding important Internet Banking and Bill Payment matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made either within the Service in the Settings menu, or in person, or by mail, or by contacting our Internet Banking Department at 615-847-4043 or 800-998-4043.

Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above.

We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

26. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, please contact our Internet Banking Department or send us a secure message through the Service.

Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Bill Payments, including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking activity for a period of 24 consecutive months, accessibility will be terminated.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Internet Banking Department, or send a letter with your handwritten signature to PO Box 140478, Nashville, TN 37214.

27. Exclusions of Warranties and Limitation of Damages

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER. NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE., THE FOREGOING SHALL CONSTITUTE OLD HICKORY CREDIT UNION'S AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL OLD HICKORY CREDIT UNION OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

28. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

29. No Waiver

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission 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.

30. 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 of this Agreement.

31. Disputes

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this financial institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

32. Waiver of Trial by Jury

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

33. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Old Hickory Credit Union and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

34. Governing Law and Relation to Other Agreements

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State Tennessee, without regard to its conflicts of laws provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

OLD HICKORY CREDIT UNION REMOTE DEPOSIT ANYWHERE USER AGREEMENT

This Agreement sets forth the terms and conditions that apply to Old Hickory Credit Union's Remote Deposit Anywhere (RDA) Service and your use of it. You accept and agree to be bound by these terms in order to use the Remote Deposit

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Anywhere Service and conduct mobile deposits. Other Agreements you have entered into with Old Hickory Credit Union ("we", "us", "our", "the Credit Union"), including your Membership Agreement, Mobile Banking Agreement, Online Banking Agreement and related disclosures and fee schedules are incorporated by reference and made a part of this Agreement. Further, you are required to comply with the Internet Banking and Bill Payment Agreement available on our website at <https://www.ohcu.org>. Failure to comply with any of these terms and conditions may result in the suspension or termination of the Remote Deposit Anywhere Service. These terms and conditions may be amended, supplemented or changed at any time.

SERVICE: The Credit Union's Remote Deposit Anywhere Service is designed to allow you to make deposits to your checking or savings account, from your camera-enabled mobile device. Capturing check images and information and delivering the items and associated deposit information to the Credit Union or the Credit Union's third-party processor via a wireless connection.

ELIGIBILITY REQUIREMENTS: You must be enrolled in Old Hickory Credit Union's Internet Banking. You must demonstrate financial responsibility with all accounts and have no unpaid Chex Systems records. You must be at least 18 years of age. If you do not meet these criteria, your account may be disabled from RDA capabilities without prior notice.

MEMBER ACKNOWLEDGEMENT: The Member understands that any action taken pursuant to this Agreement will be conducted by electronic means that complies with the operating and security procedures applicable to this service. The Member affirms that the Member's act described in this Agreement will be attributed to the Member and will constitute the duly authorized electronic signature of the Member.

ELIGIBLE ITEMS: Cash and coins are not accepted through Remote Deposit Anywhere. You may deposit checks only through RDA; however, the following types are not accepted: • U.S. Treasury Checks • Cashier's Checks • Money Orders • Insurance Claim Checks • Checks that are not payable in US Dollars • Checks that are not drawn on a US financial Institution

AVAILABILITY OF FUNDS: For deposits made over \$200.00, funds should be available no later than 5 calendar days. If you need funds available sooner do not deposit using Remote Deposit Anywhere, please bring your check to a branch.

DISPOSAL OF TRANSMITTED ITEMS: Place an indication on the check that you have deposited the item. Verify the deposit on your monthly statement. Retain and store the item for a minimum of 90 days in a secure manner. After 90 days of presentment, shred the item.

DEPOSIT LIMITS: All items deposited via the Service are subject to Credit Union's review and/or approval. The normal deposit limits set forth for non-business members is 5 items per day 25 items per month totaling \$2,500.00 per day and \$7,500.00 per month. (Amount and count may be lower due to credit and other criteria.)

CHANGE IN TERMS: This Agreement is subject to change from time to time. We will notify you of any material change, including fees, via email, statement message, or on our website. Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, the Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service.

TERMINATION: We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with other related agreements with us.

DISCLAIMER OF WARRANTIES: You agree that your use of the Service and all information and content (including that of third parties) is at your risk and is provided on an "as-is" and "as-available" basis. We disclaim all warranties of any kind as to the use of the Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Service (1.) will

meet your requirements, (2.) will be uninterrupted, timely, secure, or error-free, (3.) the results that may be obtained from the service will be accurate or reliable, and (4.) any errors in the Service of technology will be corrected.

LIMITATION OF LIABILITY: You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or losses resulting from the use or the inability to use the Service incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this Service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof.

DISCLAIMER

Any person is hereby authorized to view the information available from our web server for informational purposes only. No part of the information on this server may be redistributed, copied, or reproduced without prior written permission from Old Hickory Credit Union.

LIMITATION OF WARRANTIES

The information available on our server is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. References to corporations, their services and products, are provided "as is" without warranty of any kind, either expressed or implied. In no event shall Old Hickory Credit Union be liable for any special, incidental, indirect, or consequential damages of any kind or any damages whatsoever including any damages resulting from loss of use, data, profits, regardless of whether advised of the possibility of damage, and on any theory of liability, arising out of or in connections with the use or performance of the information available on our server. Old Hickory Credit Union does not endorse any links to or from our online banking website. Descriptions of, or references to, products, services, or publications within Old Hickory Credit Union's web server does not imply endorsement, approval of that product, service or publication. Old Hickory Credit Union makes no warranty of any kind with respect to the subject matter, the products listed, or the completeness or accuracy of the information included on our server. Old Hickory Credit Union specifically disclaims all warranties, expressed, implied or otherwise, including without limitation, all warranties of merchantability and fitness for a particular purpose. Changes may be made at any time to the information listed without prior notice.

INTERNET BANKING EXTERNAL TRANSFER SERVICE AGREEMENT

1. What This Agreement Covers

This Agreement between you and Old Hickory Credit Union, Old Hickory, TN governs the use of External Transfers within our Internet Banking Service. This Agreement supplements your Internet Banking Agreement and other deposit agreements with this Financial Institution.

2. Accepting the Agreement

When you accept these terms and conditions, you represent and warrant that you are an authorized user acting with full authority, and that you are duly authorized to execute this Agreement.

When you click on the "accept" button below, you represent that you are the owner of the account(s) selected for the External Transfer service and/or that you have been authorized by the owner of the account(s) to enroll for this service. Clicking on the "Accept" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

If you do not agree to the terms of this Agreement and/or do not accept the electronic version of this agreement, do not setup an external transfer.

3. Definitions

External Accounts - Accounts held by financial institutions other than Old Hickory Credit Union are referred to within this Agreement as "External Accounts".

External Transfer – refers to the transfer of funds between your deposit accounts at Old Hickory Credit Union and accounts held at other financial institutions (External Accounts).

Inbound Transfer – refers to a transfer of funds "to" your deposit account(s) at Old Hickory Credit Union from an External Account.

Outbound Transfer - refers to the transfer of funds "from" your deposit account(s) at Old Hickory Credit Union to an External Account.

Cut-off Time - The cut-off time for scheduling external transfers is 2 PM Central time. Any External Transfer request made after the Cut-Off Time will be initiated the next business day.

4. Enrollment and Approval of External Accounts

You may enroll for the External Transfer feature within the Internet Banking Service. As part of the enrollment process, you will need to request approval of each External Account that you wish to use for the External Transfer service. You agree that you will only attempt to register accounts for which you have the authority to transfer funds.

5. Fees Transfer fees may or may not apply to External Transfers.

A. Inbound Transfers:

There is no fee for transferring funds into the credit union.

B. Outbound Transfers:

There is no fee for transferring funds out of the credit union.

6. Processing External Transfers

External Transfer Posting - Funds are credited and debited on the settlement date that you selected when scheduling the transfer.

An External Transfer request remains in "processing" status until fully processed. Transfers in "processing" status will appear in "Transfer History" within the Transfer tab in the Internet Banking service.

7. Transactional Limits

Transactional Dollar limits may be imposed for In-Bound and Out-bound Transfers. These limits will be disclosed to you upon approval of your External Account(s).

Any dollar limits imposed will apply to the total of all transfers to a specific External Account on any given day. Any transfer initiated on a day that is not a business day, as defined within our Internet Banking Agreement, counts toward the applicable limit for the next business day.

8. Editing or Canceling External Transfers.

Pre-Scheduled External Transfer requests can be edited or canceled prior to Cut-Off Time on the scheduled processing date. After Cut-Off Time the External Transfer request is submitted to Old Hickory Credit Union and its service provider(s) for processing and we will not have sufficient time to respond to any cancellation requests.

9. Service Termination and Changes in Dollar Limits

You agree we may cancel your access to the External Transfer service, without prior notice, upon the occurrence of any of the following events, or any other event that creates an unanticipated liability for this Institution:

- Any of your accounts with Old Hickory Credit Union are not current or are not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Old Hickory Credit Union account during the current or three prior calendar months.
- You have had any prior External Transfer canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

Furthermore, we may change the dollar limits for External Transfers at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of any of the events listed in this section of the Agreement.

10. Governing Law and Relation to Other Agreements

Accounts and services provided by Old Hickory Credit Union may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Tennessee, without regard to its conflicts of laws provisions.

This authority shall remain in full force and effect until Old Hickory Credit Union has received written notification from me (or joint account holder) of its termination in such time and in such manner as to afford Old Hickory Credit Union a reasonable opportunity to act upon the termination notification. Notification via secure email within the Internet Banking Service will be accepted as "written" notification.

By accepting below, I authorize Old Hickory Credit Union, Nashville, TN to verify the existence of my External Account(s) enrolled for the service AND to transfer funds electronically between those External Account(s) and my deposit account(s) at Old Hickory Credit Union, according to my instructions.

Proceed with Enrollment for the Service.

By clicking on the "I agree" button below you are acknowledging that you have read and agree to the terms and conditions of this Agreement and would like to proceed with online registration.

(If you do not agree, choose cancel below.)

If you click "cancel" you can still enroll in our Internet Banking service at a later time online or in one of our offices. You will still be asked to accept the terms and conditions of this Agreement.

