

State Farm Federal Credit Union Online and Mobile Banking Agreement and Disclosures

This Agreement is the contract which covers your and our rights and responsibilities concerning the Online Banking and Mobile Banking (together, "Banking Services") offered to you by the State Farm Federal Credit Union ("Credit Union"). The Banking Services permits you to electronically initiate account transactions involving your accounts and communicate with the Credit Union. In this Agreement, the words "you" and "yours" mean those who request and use the Banking Services, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more deposit and loan accounts you have with the Credit Union. By requesting and using the Banking Services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. In addition to the terms herein, you acknowledge the receipt and incorporation herein of the terms of your Membership Agreement with the Credit Union, which shall also govern our relationship with you. To the extent that the terms of a specific provision of this Agreement varies from the terms set forth in the Membership Agreement, the specific terms and conditions of this Agreement will govern our relationship with you with regard to the services specially described herein.

1. Services.

a. Account Access. You may use your personal computer or mobile device to access your accounts through the Internet. You must use your user name, access code and password to access your accounts. Your accounts can be accessed via personal computer, mobile devices, or the SFFCU App. The Banking Services will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing and/or scheduled maintenance. You will need a personal computer or mobile device to access the internet. You are responsible for the installation, maintenance and operation of your computer and mobile device. The Credit Union will not be responsible for any errors or failures involving of your telephone service, computer or mobile device.

b. Types of Transactions. Below are some of the transactions that are available through the Banking Services. Not all transactions may be available at this time:

- Transfer funds between your deposit and loan accounts.
- Review account balance and transaction history for any of your share accounts.
- Review information on any loan account including payoff amounts, due dates, finance charges, interest rate, and balance information.
- Request a withdrawal from any of your share accounts by check mailed to you (available on Online Banking only).
- Transfer funds between your deposit accounts with us and your accounts at external financial institutions (available on Online Banking only).
- Verify whether a check or other item has cleared your account.

Transactions involving your share and loan accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a loan account will also be subject to your Loan Agreement and Disclosures, as applicable.

c. Service Limitations. The following limitations may apply in using the services listed above:

(i) Transfers. Pursuant to Regulation D, transfers from your share savings account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account at the time of the transfer, except as limited under this Agreement or your deposit 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.

(ii) Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to our Funds Availability Policy.

(iii) E-Mail. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act.

2. Security of Access Code.

The password or access code (“access code”) that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on to your accounts. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your Banking Services immediately.

3. Liability for Unauthorized Access.

You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use the Banking Services or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code or accessed your accounts through Banking Services without your authorization. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose not more than \$50 if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows Banking Service transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that someone has used your access code or has transferred or may transfer money from your account without your permission, call the Credit Union at:

1-888-521-5209

or write the Credit Union at:

State Farm FCU

PO Box 853944

Richardson, TX 75085-3944

4. Business Days.

Our business days are Monday through Friday. Federal and State Farm holidays are not included.

5. Periodic Statements.

Transfers and withdrawals transacted through Banking Services will be recorded on your periodic statement. You will receive a statement monthly unless there is no electronic transaction in a particular month. In any case, you will receive a statement at least quarterly. You may also elect to receive your periodic statement notifications electronically.

6. Account Information Disclosure.

As disclosed in Credit Union Privacy Policy, we will provide information to third parties about your account or the transfers you make:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant;
- c. To comply with government agency or court orders;
- d. If you give us your express permission.

7. Credit Union Liability for Failure to Make Transfers.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we may be liable for your actual losses or damages. However, the Credit Union will not be liable:

- a. If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- b. If you used the wrong access code or you have not properly followed any applicable computer, Internet, or Credit Union user instructions for making transactions.
- c. If your computer fails or malfunctions or the Banking Services were not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- e. If the funds in your account are subject to an administrative hold, legal process or other claim.
- f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- g. If the error was caused by a system beyond the Credit Union's control such as a telecommunication system or your Internet service provider.
- h. If there are other exceptions as established by the Credit Union from time to time.

8. Termination of Services.

You agree that we may terminate this Agreement and your use of the Banking Services if you or any authorized user of your account or access code breaches this or any other agreement with us; or if we

have reason to believe that there has been an unauthorized use of your account or access code. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

9. Notices.

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of the Banking Services are subject to existing regulations governing your accounts and any future changes to those regulations. You agree that any electronic messages or records you transmit or create may be usable for any subsequent reference in the event of any dispute regarding your account or any account transaction.

10. Error Resolution.

In case of errors or questions about your Banking Services transactions, telephone us at the phone number or write to us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) calendar days. We will tell you the results of our investigation within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

11. Enforcement.

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you.

12. Account Alerts

Please read these terms and conditions of use carefully before activating alerts.

If you use the Account Alerts service, you will receive alerts sent to the e-mail addresses or SMS text messages you specify, regardless if you have opted out of receiving promotional e-mail or SMS text

message. Please be aware that information transmitted via Internet e-mail or by phone may not be secure and the Credit Union cannot guarantee the security of any information transmitted to an Internet e-mail address or phone number.

Although the Credit Union Account Alerts service is designed to give you timely notice of specific events, it cannot provide immediate notice. You may encounter errors, interruptions, delays or failures in the receipt of your Account Alerts which may or may not be out of the control of the Credit Union, such as technical difficulties suffered by your Internet service provider or wireless communications carrier. Further, some cell phones or certain other devices may omit a portion of the Alert. The Credit Union makes no warranties to you about the timeliness of the Account Alerts service or the accuracy, reliability, or completeness of any alerts we provide you.

Your use of the Credit Union Account Alerts is at your own risk. The Credit Union will provide the Account Alerts service and its messages to you on an as is basis without any warranties of any kind. Under no circumstances shall the Credit Union be liable for any type of damages resulting in any way from your use of or reliance upon the Credit Union Account Alerts service or the contents of specific alerts.

If a cell number or text contact (together "contact") is provided, or you later provide such to the Credit Union via other communications including Online Banking or the Mobile App, you consent and agree that (i) you are the subscriber or customary user of the number provided and (ii) that the credit union or our third-party servicers (including debt collectors) may use this contact to provide information to you about your accounts and services, to reply to any inquiry, or to provide other information via calling, texting or otherwise. This contact may be made by dialing the cell phone, by auto dialer, text or robo text method. You also agree that you shall be solely responsible for any fees charged by your internet or cellular provider that you incurred through such contact. You understand that this consent is not required in order to obtain any loan or services from the credit union, and that you may revoke this consent.

To Opt Out of SMS Text Messages. You may withdraw your consent to be contacted on your cell number or opt-out at any time by going to Settings under Notifications. Click "More," "Settings," and "Contacts" and unclick the box

13. Mobile Registration Disclosure

The Credit Union does not charge any fees for use of the Mobile Banking service. All Standard text messaging rates will apply. Check with your mobile service provider for details. In order to maintain your service, please update your mobile number any time it changes. It is also your responsibility to deactivate any mobile numbers that are no longer in your possession.

This Agreement shall be governed by and construed under the laws of the state of Illinois as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to **Illinois** law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision shall be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.