Alabama State Employees Credit Union
PO Box 231150
Montgomery, AL 36123-1150
334-270-9011 or 800-634-9171
www.yourasecu.com

ELECTRONIC FUNDS TRANSFER AGREEMENT

This Electronic Funds Transfer Agreement and Disclosure ("Agreement") is the contract which governs the rights and responsibilities of both parties regarding electronic funds transfer services offered by us. "Account" means any one or more of your savings, money market, and checking account(s) you have with us. Electronic funds transfers are electronically-initiated transfers of money from or to your account through the various services described below. By signing an application or account card for EFT services, or by accessing any service, you agree to the terms and conditions in this Agreement, and amendments thereto, and any other agreements that may govern your accounts. We may refuse any transaction which would draw upon insufficient funds, lower an account below any required minimum balance, exceed a credit limit, or otherwise require us to increase our required reserve on an account.

Suspension of electronic services and access to share or deposit accounts. Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

TYPES OF ELECTRONIC FUND TRANSFER SERVICES. The following describes the services, if approved, that are available, and some limitations that apply:

1. **Visa Check Card.** You may use your Visa Check Card and/or PIN to:

- Withdraw funds from your savings and checking accounts.
- Make deposits to your savings and checking accounts.
- Transfer funds between your savings and checking accounts whenever you request.
- Obtain balance information on your savings and checking accounts.
- Pay for purchases at places that have agreed to accept the Card.
- Make Point of Sale (POS) transactions to purchase goods or services at POS terminals that have the Visa logo.
- Pay bills or make other transactions on Non-Visa Networks (Pulse, CO-OP) without a PIN*
- Order goods or services by mail, telephone, or via the Internet from places that accept the Card.
- Pay bills directly by telephone from your savings and checking accounts in the amounts and on the days you request.

Some services may not be available at all terminals. The amount of purchases and/or cash obtained (if permitted) will be deducted from your checking account. Advances from your line-of-credit account are loans that must be repaid by you, and are governed by your line-of-credit agreement.

*Non-Visa PIN-less transactions will not be processed as Visa transactions and therefore will not include Visa's zero liability or chargeback and dispute resolution benefits. Additionally, provisions of this agreement relating only to Visa transactions are not applicable to non-Visa and PIN-less debit transactions.

Limitations. The following limitations will apply to your Card:

- The maximum dollar amount of cash withdrawals per day is $750.00. Sufficient funds must be available to make any withdrawal. There is no limit to the number of cash withdrawals you may make in one day.
- The maximum purchase price for any one transaction at a POS Terminal is $5,000.00. There is no limit to the number of purchases you may make in one day.
- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.
- Your available account balance may be reduced for preauthorizations for 3 business days or until the transaction clears.
- You are not allowed to make deposits at an ATM that we do not operate or own.
- Additional limitations are set forth in the TRANSFER LIMITATIONS provision contained herein.

2. **Electronic Check Conversion & Electronic Returned Check Fees.** If you pay for something with a check, you may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (1) pay for purchases or (2) pay your bills. When your check is used to initiate an electronic funds transfer in this way, you authorize the funds to be debited from your account as soon as the same day, and your check may not be returned to you. You also authorize a one-time electronic funds transfer to pay a Returned Check/EFT fee or Non-sufficient Funds fee if you have insufficient funds.

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3. **Preauthorized Electronic Funds Transfers.** You may authorize periodic or recurring automatic payments from, and deposits into, your designated account(s). Examples of such transfers include direct deposit of your paycheck or Social Security check into your designated Credit Union account; automatic payment(s) from your designated Credit Union account to third parties; and automatic payment from your designated Credit Union account for loan payments or other amounts you owe us.

The frequency and amounts of these preauthorized transfers will be subject to and in accordance with the authorization that you sign, and any separate agreement you have with the originator of the transfer. See the Transfer Limitations provision for transfer limitations that apply to preauthorized transfers.

4. **Call 24.** You may access your accounts via our touch-tone telephone system. We will assign you a PIN to use this service. You may use telephone access to:

- Withdraw funds from your savings and checking accounts;
- Transfer funds between your savings, checking, money market, club accounts, and loans;
- Obtain balance, account activity, and other information on your savings, checking, money market, club accounts, and loans;
- Verify whether a check or other item has cleared your savings and checking account;
- Change your PIN number on the telephone access service or on your ATM or Debit Cards.

The telephone access service is available twenty-four (24) hours a day, but may be inaccessible for a short period each day for data processing.

See the Transfer Limitations provision for transfer limitations that apply to preauthorized transfers.

5. **ASE Branch Anywhere.** We offer an Online Banking service that you may access from a personal computer that has Internet access. You will need your assigned password and member number or user name to access your accounts, as instructed when you log on. You may use this service for the following:

- Make deposits to your savings and checking accounts;
- Make transfers between your savings, checking, money market, and club accounts;
- Obtain balance information on your savings, checking, money market, club, certificate deposits and loan accounts;
- Make payments on your Credit Union loans from your savings and checking accounts;
- Access online bill pay services to make payments to various creditors;
- Verify whether a check or other item has cleared your savings, checking, and money market account;
- Take an advance from a line of credit account;
- Obtain tax information on amounts earned on applicable accounts;
- Receive account statements and notices regarding your accounts online or via e-mail;
- Order checks;
- View images of cleared checks;
- Update your personal contact information;
- Send secure e-mails to us;
- Access or utilize other services that we may make available to you from time to time.

Our Online Banking service will be available to you 24 hours a day, but may be interrupted for a short period of time each day for data processing. Security protocols will be in place, such as electronic lock-out if there are numerous unsuccessful attempts to enter a transaction, and limits on the duration of access.

See the Transfer Limitations provision for transfer limitations that apply to Online Banking transactions. Other EFT Disclosures contained in this document apply to Online Banking services as well. You will also be required to comply with instructions and agreements provided online when you log onto the Online Banking service.

6. **Online Bill Payment Services.** Through our Online Banking service, we offer Bill Pay services so that you may pay your bills to third-party creditors and payees electronically. You must agree to the online bill payment services agreement included on the bill pay services website, which agreement is incorporated by reference herein. You may also be required to comply with other instructions and agreements provided online when you log onto the Bill Pay service.

TRANSFER LIMITATIONS. In addition to any other limitations set forth for each service herein, ASE Credit Union limits the number of preauthorized, automatic, or telephone transfers that may be made from your share/savings and money market accounts to six (6) per month from each account. If you exceed this limitation, you may be subject to a fee, the transaction may be rejected, or your account may be closed. Transfers through our Online Banking service are subject to the following dollar limits: For transfers between accounts that you have with us, you may transfer up to $1,000 per day, $2,000 per week, and $4,000 per month. For external transfers, you may transfer up to $5,000 per day, $10,000 per week, and $20,000 per month. These limits apply to the total amount of transfers made within the applicable daily, weekly, or monthly period.

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FEES. There are certain fees and charges for using electronic funds transfer services. For a current list of the types and amounts of these fees, please see your Rates & Fees Schedule that was provided to you. ATM Fees: Additionally, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. The amount of this fee will be disclosed to you by the owner of the ATM.

USE OF EFT CARDS AND SERVICES.

Ownership: any card or other access device that we provide you remains our property and must be returned to us, our agent, or to any person who is authorized to honor the card according to our instructions. We may repossess the card at any time in our sole discretion without demand or notice to you. You cannot transfer the card, access code, or account to another person, and you will be liable for any transfers made by anyone to whom you give your card or access codes.

Honoring the Card(s); Refunds: Neither we nor the merchants authorized to honor the card will be liable for failure or refusal to honor your card, access device, or code. If a merchant agrees to provide a refund or adjustment to you, you agree to accept a credit to your account instead of a cash refund.

Illegal Transactions: You shall not use your card to make any illegal transaction as determined by applicable law. We may decline any transaction that we believe to be illegal, including but not limited to any transaction involving or relating to any gambling activity. We will have no liability or responsibility for any such use or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Foreign Transactions; Currency Conversion: Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The conversion rate in dollars will be (1) a rate selected by Visa International from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (2) the government-mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States (which may include internet transactions) will be charged a foreign transaction fee in the amount disclosed on your Fee Schedule, even if you are located in the United States.

Security of Card and Access Codes: The access codes issued to you are for security purposes and any codes issued to you are confidential and should not be disclosed to anyone else or recorded on or with the card. You agree to safeguard the codes and agree not to disclose or otherwise make available your cards or codes to anyone not authorized to sign on your accounts. If you authorize someone to use your access codes, that authority shall remain in place until you specifically revoke that authority by notifying the Credit Union.

Joint Accounts: If any of your accounts accessed under this Agreement are joint accounts, all joint owners including any authorized users, shall be bound by the terms and conditions of this Agreement. You understand and agree that any joint owner you authorize to use an access code may withdraw or transfer funds from any one of your accounts without your prior notice or permission, and we will not be liable to you in any way. Each of you jointly and severally shall be responsible for any and all transactions under this Agreement regardless of which owner accessed the accounts or used the services. Each joint account holder is authorized to act for the others, and we may accept orders and instructions regarding any transaction on any account from any owner. We can refuse to follow conflicting instructions.

Reversal of Transactions: You may not reverse any transaction when using your card to pay for goods or services by transferring funds through a terminal.

No Right to Stop-Payment for Terminal Transactions: Transfers made by terminal may be executed immediately. This means that a cash withdrawal or other debit transaction is immediately deducted from your account; there is no "float" time and therefore there is no effective way of stopping the transaction.

LIABILITY FOR UNAUTHORIZED USE. Tell us AT ONCE if you believe your ATM or Debit Card or any of your access codes have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.

You will not be liable for any amount unless we can prove that you were negligent in the handling of your card. If you write your PIN on your Card or otherwise keep the PIN with the Card, you may be negligent.

Under no circumstances, however, will you be liable for more than $50 if you tell us within 2 business days after you learn of the loss or theft of your card or access code and someone used your card or access code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or access code, and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as $500.

You should always save your terminal receipts, keep a record of your transactions, and reconcile your receipts with your periodic statements. If your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you

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had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

You are liable for all transfers or purchases made via your card(s), access code(s) or passwords that you authorize or allow. If you give your card, access code, or password to someone else, you are responsible for all transfers or purchases that that person makes with your card or via the service that he or she accesses, even if that person uses the card or code in a way that you did not anticipate or intend. You may revoke your permission for the other person to use your card by notifying us in writing, and allowing us reasonable time to act on your notification.

If you believe your card or access code has been lost or stolen, call: 334-270-9011 during normal business hours or write: ASE Credit Union, PO Box 231150, Montgomery, AL 36123. You should also call this number or write to this address if you believe a transfer has been made using the information from your check without your permission.

BUSINESS DAYS. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

DISCLOSURE OF YOUR INFORMATION. We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders; or
4. If you give us your written permission.

RIGHT TO RECEIVE DOCUMENTATION

PERIODIC STATEMENTS. Transfer and withdrawal transactions made through any card, Online Banking or Bill Pay service, telephone access system, or preauthorized transfer will be reflected on your periodic statement. You will receive a monthly statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

TERMINAL RECEIPTS. You can get a receipt at the time you make any transaction (except inquiries) to or from your account using an ATM, Point-of-Sale terminal, or Debit Card transaction with a participating merchant. However, we are not required to provide you with terminal receipts for transactions of $15.00 or less. You should keep your statements and receipts, as they may be admissible evidence in legal proceedings if a dispute should arise and shall constitute prima facie proof that such transfer was made.

PREAUTHORIZED EFTS. If you have arranged to have a direct deposit or preauthorized debit or credit made to your account at least once every 60 days from the same person or company, you can call us at 334-270-9011 or use telephone access or Online Banking to find out whether or not the deposit has been made.

RIGHTS REGARDING PREAUTHORIZED PAYMENTS

Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 334-270-9011, or write us at ASE Credit Union, PO Box 231150, Montgomery, AL 36123 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. (If you want to stop a payment being made through Bill Pay, you should follow the instructions within Bill Pay). If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please see the Rates & Fees Schedule for any fees charged for stopping payments.

Notice of Varying Amounts. If preauthorized recurring payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for Failure to Stop Payment of Preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer.
- If the funds in your account are pledged as collateral for a loan or frozen because of a delinquent loan or other reason.
- If the transfer would go over the credit limit on your overdraft line.
- If you used your card or access code in an incorrect manner.

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- If the ATM where you are making the transfer does not have enough cash.
- If the error was caused by a system of any participating ATM network.
- If the ATM, POS terminal, telephone access system, Online Banking or Bill Pay system or other electronic service was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- Any other exceptions stated in any of our agreements with you or which may be amended in the future.

BILLING ERROR RESOLUTION *(does not apply to international remittance transfers)*:

In case of errors or questions about your electronic transfers, contact us at the number or address listed below as soon as you can and include the information listed below. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

By Telephone: 334-270-9011
By U.S. Mail: PO Box 231150, Montgomery, AL 36123

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

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. So that we may fully investigate your complaint, we may ask you to provide additional information to the extent allowed by law. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45* days to investigate your complaint or question. If we decide to do this, we will credit your account within 10** business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If a notice of error involves an unauthorized transaction on your Visa debit card, other than a cash disbursement at an ATM, we will provide provisional credit to your account within 5 business days of your notification so you will have use of the money during the time it takes us to complete our investigation.*** However, we may delay providing provisional credit if the circumstances or account history warrants the delay, in which case we will provide provisional credit within ten (10) business days. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will reverse the provisional credit to your account and send you a written explanation. You may ask for copies of the documents that we used in our investigation. See the Rates & Fees Schedule for any fees associated with such copies.

*For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. ** For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. *** Does not apply to Non-Visa PIN-less transactions.

Termination. You may terminate this agreement by (1) notifying us in writing; and (2) destroying or returning your Card(s). We may terminate this agreement by notifying you in writing. Termination does not affect any party's rights under this agreement regarding any transactions made before termination.

IMPORTANT SAFETY TIPS REGARDING THE USE OF ATM MACHINES. The following is a list of safety precautions that you should follow when using an ATM machine or night depository:

- Be aware of your surroundings, particularly at night;
- Consider having someone accompany you when using an ATM or Night Depository after dark;
- If the ATM facility is equipped with a door, close it tightly before beginning your transaction, and do not allow anyone you don't know into the facility with you;
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction;
- Refrain from displaying your cash - place it in your pocket or purse as soon as the transaction is completed. Count your cash in the safety of a locked enclosure such as a car or home;
- Use a different ATM or return at a later time if you notice anything suspicious while using or approaching the ATM. If you are in the middle of your transaction, cancel the transaction, take your card or deposit envelope, and leave;
- If you are followed after completing your transaction, go to the nearest public area where people are present;
- Do not write your personal identification number or code on your ATM card; and
- Report all crimes immediately to the operator of the automated teller machine or to local law enforcement officials. If emergency assistance is needed, call the police from the nearest available public telephone. If you have complaints or concerns about the security of the ATM, contact the operator of the ATM, or the state banking department.

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Online Banking and Bill Payment Agreement

Effective Date: August 1, 2026

Online Banking Department:
334-270-9011
P.O. Box 231150
Montgomery, Alabama 36123

PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.

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1. Scope of this Agreement

This Agreement between you and ASE Credit Union P.O. Box 231150 Montgomery, Alabama 36123-1150 governs your use of our Online Banking, Electronic Funds Transfers (EFT), Bill Payment, and External Transfer 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.

2. Accepting the Agreement

After you have carefully read this Agreement in its entirety and the 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 Online 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 CANCEL BUTTON.

3. Definitions

Affiliates – means a company related by common ownership or control.

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

Authorized User – is any individual or agent 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.

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 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 2:00 p.m. CT on the same Business Day. Transactions completed after 2:00 p.m. CT 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 ASE Credit Union and who uses the Service primarily for personal, family, or household purposes.

Direct Check – is a check drawn on the Bill Payment Service Provider. Billers should receive Direct Checks no later than the Scheduled Payment Date. Funds remitted to the Biller are deducted from your Payment Account on the scheduled payment date.

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 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.

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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.

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.

Receiver – is a person or entity that is sent a payment through the Online Banking Service.

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 unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

Sender – is a person or entity that sends a payment through the Online Banking Service.

Service – means the Online Banking, EFT, Bill Payment, External Transfer and Delivery services offered by ASE Credit Union through its Service Providers.

Service Provider – includes any agent, licensor, independent contractor or subcontractor that ASE Credit Union may involve in the provision of Online Banking, Bill Payment, and electronic Bill Delivery services.

Site – means the Online Banking website.

Transaction Account – means the transaction account from which your payment as a Sender will be debited.

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 ASE Credit Union and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee that ASE Credit Union may involve in the provision of the Service.

4. Basic Online Banking Services

The basic features currently available through the Service include:

- Up to 24 months of complete online transactional detail and history
- Account Inquiries for balances, rates, etc.
- Account Statements and Notices
- Transfers between your accounts at ASE Credit Union
- Execute external transfers.
- Complete cross account transfers
- Secure e-mails via the Service's messaging system
- Advance funds from your Credit Union Line of Credit
- Pay bills using your Credit Union checking account with the Bill Payment Service
- Update your mailing address, email address and contact information.
- View loan and/or credit card balances
- Payments to loans at ASE Credit Union
- View images of cleared checks
- Online check reorders
- Transaction downloads into Quicken®, Microsoft® Money.
- Mobile deposit of checks.
- Apply for an additional account, loan or skip a payment.

Online Check Stop Payments and 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 Online 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.

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5. Other Basic Online Banking Features

(A) Check Reorders, Check Stop Payments, Address Change, Order Documents, Secure E-Mail & Secure File Delivery Services

Additional features within the Service include check reorders and stop payments, address & contact information changes, and secure emails for document requests. The submission of requests, such as those for document requests, will generate a secure email to ASE Credit Union. Generally, requests received through the Service's secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact our Online Banking Department.

We also offer check stop payments and a direct link for check reorders. The check reorder link will securely submit your reorder request directly to the check printer. There may be additional fees associated with some of these services, such as when you place a stop payment on a check or reorder checks through the Service. Fees will be disclosed in our fee schedule and/or at the time of your request.

6. Fees

The same fees that apply to account transactions conducted by other means will apply to transactions initiated using Online Banking or Bill Payment Services. For example, if a bill payment transaction is returned unpaid due to insufficient funds, you will pay our standard checking/share draft NSF fee. Fees are subject to change. Fee schedules can be requested by contacting us at 334-270-9011 or by a request in writing at P.O. Box 231150, Montgomery, Alabama 36123-1150.

You are responsible for any and all fees assessed by your Internet service provider, telephone or mobile device carrier.

7. Requirements for Enrolling in the Service

In order to enroll in the Service:

- You must have an Eligible Account with ASE Credit Union.
- 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 128-bit encryption or a compatible mobile device.
- 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 external email address for the delivery of electronic notices and disclosures.
- You must maintain fully updated anti-virus protection on your computer at all times.

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 advanced 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. Continued use of the Service will constitute acceptance of the changes.

8. Enrollment Process

You must complete the enrollment process to use the Service. You can enroll for the Service on the Internet.

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.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Online Banking Department will verify the information you submit for accuracy and proper authorizations.

9. Linked Accounts

When you first enroll for the Online Banking Service, we will link all 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 334-270-9011 or send us a secure email message through the Service.

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 using your Access ID and Passcode are authorized unless we have been notified to cancel 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

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through the Service. Any Authorized User must be authorized individually to make electronic transfers and online Bill Payments. We may only grant view privileges to your Eligible Accounts through the Online Banking Service.

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 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 2:00 p.m. CT for transactions to be processed the same Business Day
3. You may edit a pre-scheduled (future dated/automatic) transaction anytime before 2:00 p.m. CT 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 back to the original account.

For Business Customers, additional guidance on creating, canceling and editing ACH is available within the Service and from our customer service department. Business Customers may edit, delete, or un-approve 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 timeframes for submitting and making changes to these types of transactions.

For assistance, you can send us a secure e-mail through the Service or call our Online Banking Department.

If you need our assistance on making edits to automatic/future dated transfers, you can send us a secure email 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. If you need to edit a pending or approved transaction after-cut-off time, please contact us immediately, although in these situations, we may not have sufficient time to stop the Online transfer from further processing.

13. External Transfers

You acknowledge that transfers from your ASE Credit Union account will not be completed until the estimated delivery date displayed on the Transfers Screen, dependent on the time of day your transfer is initiated plus the internal procedures of the sending/receiving financial institution.

You hereby authorize ASE Credit Union to electronically transfer funds from your accounts at ASE Credit Union to another financial institution except in the case of unavailable funds or other restrictions. ASE Credit Union may, when necessary, and without prior notice to you, make adjustments to any errors. ASE Credit Union will transfer funds in accordance with this authorization and shall not be liable for any loss due to inaccurate information. Once a transfer is made to another financial institution, ASE Credit Union will have no responsibility or liability for the deposit of such funds.

You acknowledge that the origination of ACH transactions from your account must comply with the provisions of U.S. laws and regulations. You certify that you are an owner and are authorized to conduct transactions on all accounts involved in the transfer.

You understand this authorization is in full force and effect until you inactivate or delete the account from your accounts transfer list.

You understand that if corrections to your requested transaction amount are necessary after it is posted to your account that you are authorizing ASE Credit Union to make adjustments to any errors, in accordance with ASE Credit Union's Agreement and Disclosures terms and conditions. You understand that these adjustments may involve a deposit or withdrawal to your account(s).

Transfer Limits

You acknowledge that the maximum dollar limit of any External Transfer from an ASE Credit Union account is currently $5,000 per day, $10,000 per week and a maximum of $20,000 per any 30-calendar day period. ASE reserves the right to change these limits at any time without notice except as may be required by law.

You acknowledge that you can only add personal accounts where you are the owner to your ASE Credit Union Online Banking. You certify that you are the owner of those personal accounts, and you further acknowledge that you can only transfer to those accounts from your ASE Credit Union Online Banking. Commercial accounts are not eligible for transfers

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from your account. The External Transfer service cannot be used for making bill payments.

You understand that this agreement applies to all electronic transactions occurring after your consent to this agreement. This authorization may be unilaterally terminated by ASE Credit Union.

14. 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 ASE Credit Union. 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.

We will also allow member to member transfers provided that both members are ASE Credit Union members. In order to process a member-to-member transfer, you must have the recipient's last name, member number and suffix. If you have not provided the Credit Union with the correct payment, account information, or other information, the Credit Union shall have no liability for completing the transaction.

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. Federal regulations currently place no limits on the number of transfers or Bill Payments from your Share Draft Accounts; therefore, this fianancial institution currently limits the Bill Payment Service to only Share Draft Accounts.

15. 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, ASE Credit Union 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 or an electronic to check payment (Direct Check) 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.

(F) Bill Payment Stop Payment Requests

The ability of ASE Credit Union and its Service Provider to process a stop payment on a Bill Payment request will depend on the payment method and whether the Direct Check 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 Member Service department at 334-270-9011.

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Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We mayalso 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.

If we complete a stop payment request on your behalf, Bill Payment privileges may be suspended pending recovery of funds by our Service Provider(s).

(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. Youmay receive notification from the Service of returned payments.

(H) Bill Payment Information Authorization

Requests for Bill Payment privileges may not be fulfilled if ASE Credit Union 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 ASE Credit Union 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 ASE Credit Union 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

Taxpayments 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 ASE Credit Union 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. Youwill reimburse our Service Provider immediately upon demand for 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. Youwill 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.

16. 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.

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(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

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, ASE Credit Union 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 ASE Credit Union, nor its Service Providers are responsible for the accuracy of your electronic bill(s). ASE Credit Union 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.

17. 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.
- In order to comply with a governmental agency or court order; or
- If you give us your written permission.

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

18. Internet Security

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, our Online Banking Department will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Service.

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.

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- Keep your Passcode safe. Passcodes should not be shared with anyone, even Authorized Users.
- 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 Online banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Cookies – During your use of the Service, our Online banking Service Provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide an Access ID and Passcode for each individual transaction. Users must accept this cookie to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Online banking product. The cookie is stored on your computer's hard drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, 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 is 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.

19. 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 people 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 334-270-9011 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.

You agree that we may send notices and other communications, including passcode change confirmations, 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.

20. 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:

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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.
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, ASE Credit Union 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.

21. Documentation and Verification of Payments and Transfers

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

22. 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 334-270-9011 during customer service hours.
- Contact us by using the secure messaging feature within the Service; or
- Write to us at

  P.O. Box 231150

  Montgomery, Alabama 36123

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.

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(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.

23. Additional Provisions Applicable Only to Business Customers

(A) Protecting Your Account

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. ASE CREDIT UNION 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.

THE 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 ASE CREDIT UNION 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 ASE CREDIT UNION 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 COMMERCIALLY 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 COMMERCIALLY 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.

ASE CREDIT UNION 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 COMMERCIALLY REASONABLE. YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU

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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 ASE CREDIT UNION 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 ASE CREDIT UNION, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALLY 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 334-270-9011 during customer service hours.

Send a secure message through the online banking service.

Write us at: ASE Credit Union P.O. Box 231150 Montgomery, Alabama 36123-1150

(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, ASE 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.

ASE 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

ASE CREDIT UNION 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. ASE CREDIT UNION 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 THE ALABAMA STATE EMPLOYEES' CREDIT UNION AND THIRD PARTIES, OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL.

IF ASE CREDIT UNION 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 ASE CREDIT UNION FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

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

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(F) Indemnification

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless ASE 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 ASE 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.

24. Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such an event, we will provide notice to you. Any use of the Service after we provide you with 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.

25. Electronic Disclosures

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 7.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER ONLINE 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: contactus@yourasecu.com or 334-270-9011

In addition, you can request paper copies of 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.

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 related its related online disclosures. We may ask you to confirm by sending us a secure message through the Service.

26. 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 Online Banking and Bill Payment matters and/or changes to this Agreement. You must provide us with 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 User Services menu or by contacting our Online Banking Department at 334-270-9011.

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 an accurate Payment Account or contact information.

27. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, please contact our Online Banking Department or send us a secure email 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, unlawful or prohibited use,

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 Online Banking or Bill Payment activity for a period of 12 consecutive months, accessibility will automatically terminate.

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 Online Banking Department.

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We will make all reasonable efforts to ensure the availability of Online Banking; however, we are in no way liable for the unavailability of the Services or any damage that may result. You agree that your use of Online Banking and all related information and content (including that of third parties) is at your own risk and that these services and materials are 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 noninfringement. We make no warranty that the Service will meet your requirements, that it will be uninterrupted, timely, secure, or error-free, that results that may be obtained from the Online Banking service will be accurate or reliable, or that any errors in the Services or technology will be corrected,

Access to Online Banking may be unavailable at certain times for the following reasons:

- Scheduled Maintenance - Periods when systems require maintenance or upgrades.
- Unscheduled Maintenance - Periods when unforeseen maintenance is necessary; or
- System Outages - Major unforeseen events, such as severe weather, etc.

28. 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 ASE CREDIT UNION 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. WE ARE NOT RESPONSIBLE AND YOU AGREE TO HOLD US HARMLESS FOR SECURITY BREACHES CAUSED BY OR ARISING FROM A BREACH OF YOUR COMPUTER SYSTEM, INTERNET PROVIDER OR YOUR MOBILE DEVICE CARRIER.

THE FOREGOING SHALL CONSTITUTE ALABAMA STATE EMPLOYEES' CREDIT UNION AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL ALABAMA STATE EMPLOYEES' 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.

29. 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.

30. No Waiver

ASE Credit Union 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.

31. 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.

32. 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 ASE Credit Union and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

33. 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.

34. 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 Alabama State Employees' Credit Union and/or is 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.

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35. Governing Law and Relation to Other Agreements

Accounts and services provided by ASE Credit Union 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 of Alabama , without regard to its conflicts of law 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 Alabama, without regard to its conflicts of law provisions.

Proceed with Enrollment for the Service.

Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the restriction of the foregoing, you may not use the service in any anti-competitive manner, for any purpose which would be contrary to the Credit Union's business interest, or to the Credit Union's actual or potential economic disadvantage in any aspect.

By clicking on the "I agree" button below you represent that you are the owner of an Eligible Account to be enrolled in the Service and/or have been authorized by the owner to enroll for the Service. Clicking on the "I Agree" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

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

If you click "cancel" you can still enroll at a later time by completing an application in one of our offices. You will still be asked to accept the terms and conditions of this Agreement.

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