

## Incoming Payment Transfer Terms & Conditions

This disclosure pertains to a Funds Transfer Service which is a part of Landmark Credit Union's Digital Banking platform and constitutes a part of the Landmark Credit Union Digital Banking User Agreement.

**A. Incoming Loan Payments - Overview.** You may use the Incoming Loan Payment service to make one-time funds transfers from accounts that you maintain with third-party financial institutions ("Third-Party Accounts") to apply to payment obligations on Landmark Credit Union loan-related Accounts ("Incoming Loan Payments"). You agree to follow any applicable instructional material we provide to schedule and initiate Incoming Loan Payments.

1. **Service Providers.** You acknowledge and agree that from time-to-time, and at any time, with or without notice to you, we may make the Landmark Credit Union Incoming Loan Payment service available through or using one or more unaffiliated third-party service providers. You agree that we have the right to delegate to such service providers all of the rights and performance obligations that we have under this Agreement, and that such service providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.
2. **Service Charges.** We may charge you a fee for each Incoming Loan Payment, as disclosed in the applicable Service application. You agree to pay these fees and all other fees and charges applicable to a Funds Transfer. You authorize us to deduct any fees and charges due from you from your applicable Account. We reserve the right to change fees and charges applicable to Funds Transfers from time-to-time.

Access to Your Third Party Accounts. When you use the Landmark Credit Union Incoming Loan Payment to transfer funds from Third-Party Accounts, you authorize us to initiate a transaction on your behalf with the financial institutions that maintain such Third- Party Accounts and to retrieve information, and you hereby appoint us as your agent for this limited purpose. You hereby represent to us that you are a legal owner of each Third-Party Account and that you have the right and authority to designate us as your agent in connection with your use of the Incoming Loan Payment service. If any Third-Party Account is owned by you jointly with other persons, you represent and warrant that each other joint owner has consented to your use of Landmark Credit Union's Incoming Loan Payment service in connection with that Third-Party Account. You are solely responsible for all fees and charges associated with your Third-Party Accounts and for compliance with all terms and conditions governing or related to such Third-Party Accounts. You acknowledge and agree that we are in no way responsible or liable for your Third-Party Accounts or any products or services related to your Third-Party Accounts, or for any acts or omissions by the financial institutions that maintain such Third-Party Accounts, including (without limitation) any modification, interruption or discontinuance of any Third-Party Account or any related product or service by such financial institutions. For all purposes related to Landmark Credit Union's Incoming Loan Payment service, you hereby grant us a limited power of attorney, and you hereby appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to initiate transactions with the financial institutions that maintain your Third-Party

Accounts, to retrieve information, and to use such information, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person or otherwise. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE INITIATE TRANSACTIONS WITH AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that our third party service providers and contractors shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

**C. Accuracy of Information You Provide.** You agree to provide true, accurate, current and complete information about yourself and your Third-Party Accounts, and you agree not to misrepresent your identity or information related to your Third-Party Accounts, which information may include user names, passwords or other access devices for such Third- Party Accounts. You agree to keep all of such information up to date and accurate. You acknowledge that we will rely on the information provided by you, and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. We are not obligated to take any further steps to confirm or authenticate such instructions and may act upon them without further confirmation. You acknowledge and agree that financial institutions receiving requests for the release of Third-Party Account information may rely and act upon such requests. If instructions identify a financial institution and/or a Third-Party Account by name and number, Landmark Credit Union may execute those instructions by reference to the number only, even if the number does not correspond to the name. You acknowledge that financial institutions may not investigate discrepancies between names and numbers. We shall have no liability for any losses resulting directly or indirectly from any of your errors, duplications, ambiguities or misrepresentations in the information that you provide.

1. **Verification of Instructions.** You acknowledge and agree that any financial institution maintaining a Third-Party Account may contact us to verify the content and authority of instructions and any changes to those instructions. You agree that we, as your agent, may provide to such financial institution such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such Third-Party Account. You agree to allow us to authorize any financial institution that maintains a Third-Party Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed to by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Third-Party Account information based solely on these communications.
2. **Communications.** You authorize us to select and use any means we deem suitable to provide instructions to any financial institution that maintains a Third-Party Account. These means may include banking channels, electronic means, mail, courier, or telecommunications services, intermediary financial institutions and other organizations. You agree to be bound by the rules and regulations that govern applicable systems and networks, including (but not limited to) the rules and regulations of the Clearing House

Interbank Payments System (CHIPS) and the National Automated Clearing House Association (NACHA).

- 3. Information from Third Party Accounts.** We have no responsibility to review Third-Party Account information provided by you for accuracy, legality, or non-infringement, or for any other purpose. We will not be liable for technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings, or other Service interruptions. We assume no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications, or personalization settings. We make no representation or warranty that any Third-Party Account information displayed through Landmark Credit Union's Incoming Loan Payment Service is the most complete, timely, current, or up to date information relating to the Third-Party Account that is available from the financial institution that maintains such Third-Party Account. You should contact the financial institution that maintains your Third-Party Account for verification and confirmation of any information relating to the Third-Party Account. Not all types of Third-Party Accounts are accessible through the Incoming Loan Payment Service, and we reserve the right to qualify and disqualify any types of Third-Party Accounts in our discretion. It is your responsibility to check with the financial institutions that maintain your Third-Party Accounts for restrictions regarding your retirement (401k, IRA, etc.), savings, trust, loan, custodial, business, corporate, and other account types. You agree that we shall not be liable for any costs, fees, losses, or damages of any kind incurred as a result of (i) our access to your Third-Party Accounts, (ii) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the Third-Party Accounts, or the untimeliness of any such information, (iii) any charges imposed by any financial institution that maintains any Third-Party Account, (iv) the actions or inaction of any financial institution that maintains any Third-Party Account, and/or (v) any action or inaction by you in reliance on any information obtained by you from or through Landmark Credit Union's Incoming Loan Payment Service.

**Use of Submitted Information; Promotion of Products and Services.** By submitting information about your Third-Party Accounts, data, passwords, usernames, PINs, other log-in information, materials and other content you submit to us through Landmark Credit Union's Incoming Loan Payment Service, together with information that we create or compile about your use of the Incoming Loan Payment Service ("Submitted Information"), you acknowledge and agree that we may use, copy, modify, display, store, create new material from, and distribute such Submitted Information (i) to provide the Incoming Loan Payment Service to you, (ii) to contact you regarding the Incoming Loan Payment Service status and usage and to inform you about other matters relevant to the Incoming Loan Payment Service and/or the information collected by or through the Incoming Loan Payment Service, (iii) to provide information to you about enhancements to the Incoming Loan Payment Service, (iv) to respond to your questions or comments about the Incoming Loan Payment Service, (v) to conduct surveys about the Incoming Loan Payment Service, (vi) to improve the operation of the Incoming Loan Payment Service, and (vii) as otherwise provided in the Agreement. You hereby grant us a license for the foregoing purposes, without any obligation on our part to pay fees and without any limitations beyond those expressly provided in the Agreement, and you acknowledge that we may assign such license to any third party in connection with our assignment of the Agreement and/or any or all of our rights

hereunder, or our delegation of any or all of our responsibilities hereunder. You represent and warrant that you have the right to provide Submitted Information to us and to grant us a license for the use thereof as provided in the Agreement. You acknowledge and agree that we may use Submitted Information as a basis for communicating information about our products and services to you. You agree that we may display advertisements and promotions of all kinds within the Service application and interface, and you agree not to disable any technology required or utilized to serve or display such advertising. For more information about how we use collect, use, share and protect information, and about your options, please see the Landmark Credit Union Privacy Policy at <http://www.landmarkcu.com/privacy-policy>

**D. Timing of Incoming Loan Payments and Related Information.** Because of the time required to process transactions, an Incoming Loan Payment that you initiate may or may not be reflected in the balances of your affected accounts in Digital Banking before the transfer is actually processed and posted in our official records for the accounts. Subject to the requirements of applicable law, you agree that we shall have a reasonable opportunity and time to complete the posting of the Incoming Loan Payments. An Incoming Loan Payments must be entered before any applicable Business Day cutoff time (3 pm CST) for the transfer to be processed and may take up to three (3) Business Days to post the debit and credit transactions to your accounts. It is your responsibility to schedule each Incoming Loan Payments far enough in advance to ensure that we have sufficient time to receive and process your request by the time you require the movement of the funds and the posting of the transaction. Please refer to any applicable additional instructional material for additional information on Incoming Loan Payment options. Future-dated transfers may be canceled or changed through the Platform at any time prior to the cutoff time of the transmit date. Funds will be applied to your loan Account according to the loan terms and conditions.

1. **Scheduling Incoming Loan Payments.** When scheduling an Incoming Loan Payment, you must select a Payment Date that is three (3) business days before the actual date that your payment is due as reflected on your loan statement (the “Due Date”). If the actual Due Date falls on a non-Business Day, you must select an Initiate Payment Date that is at least three (3) Business Day before the actual Due Date. Initiate Payment Dates must be prior to any late date or the end of any grace period. You are responsible for any late charge, finance charge, penalty or default or other consequence that may result from your selecting an Initiate Payment Date less than three (3) Business Days prior to the Due Date. The Incoming Loan Payment Service may let you choose an Initiate Payment Date that is not a Business Day.
2. **Canceling and Changing Funds Transfers.** You may cancel or change any Incoming Loan Payment you have initiated or scheduled by following the instructions within Online Banking. You may not cancel or change an Incoming Loan Payment after the Platform has begun processing the transaction and/or after applicable cutoff times as displayed in the Platform. You should refer to other sections of the Agreement for additional terms regarding the cancellation or stopping of payments. Otherwise, we shall have no obligation to cancel, change, or stop payment on any payment that you have initiated through the Incoming Loan Payment Service, except as required by applicable law.