



ELECTRONIC SERVICES DISCLOSURE

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Please read the disclosures carefully before accepting the terms and conditions.

GENERAL

The following Service Terms and Conditions govern the manner in which Coca-Cola Federal Credit Union (us, we, our) will provide Online Banking Services and other Online Services to you. The Terms and Conditions of Services shall be governed by the Bylaws of the Credit Union and construed in accordance with Federal and State of Georgia laws and regulations and local clearinghouse rules, as amended from time to time. You agree to be bound by and comply with the requirements of the Terms and Conditions

for Services. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

1. Services

You authorize us to utilize the following to provide Services to you on our behalf upon notification from you:

- to provide Online Banking
- to provide Bill Pay
- eStatements to provide electronic statements
- eNotices to provide electronic notices
- Mobile Banking
- Mobile Deposit

2. Fee Schedule

Account access via Online Banking, bill pay, electronic statement copies via eStatements, Mobile Banking and Mobile Deposit, are FREE services.

3. Electronic Communications

A. General Consent; Categories of Records. These Services are electronic, Internet based services. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information (“Communications”) may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of funds transfers and other transactions through the Services, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Services, including without limitation those required by federal or state law.
- Any Member Service communications, including without limitation communications with respect to claims of error or unauthorized use of the Services.
- Any other communication related to the Services.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format are considered to be in writing. You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use Services.

- B. Update Your Records. You agree to properly maintain your Online Banking profile or registration records with an accurate email address or other information changes and notify the credit union whenever your email address or other information changes. Failure to do so may result in your Online Banking access and other service privileges being revoked without prior notification.

4. Errors and Questions

In case of Errors or Questions about Online Banking or other Services, call or write us at the telephone and address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than (60) sixty days after we sent the FIRST statement on which the problem or error appeared. If your statement contains transfers that you did not make, notify us IMMEDIATELY. If you do not notify us within (60) sixty days after the statement was mailed to you, you may not get back any of the money you lost if we can prove that we could have prevented unauthorized access to your account(s) if we were advised within the specified timeframe. If a good reason (such as a hospital stay or a long trip) prevented you from telling us, we may at our discretion, extend the time.

- Tell us your name and account number.
- Describe the error or the transfer amount you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. Provide a copy of the receipt whenever possible.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within (10) ten business days.

We will determine whether an error occurred and report back to you within (10) ten business days ((20) twenty business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to (45) forty-five days ((90) ninety days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within (10) ten business days ((20) twenty business days if the transfer involved a new account) 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) ten business days, we may not credit your account. Your account is considered a new account for the first (30) thirty days after the first deposit is made.

We will tell you the results within (3) three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents that we used in our investigation.

Coca-Cola Credit Union

Attn: Member Services

PO Box 1734, Atlanta, GA 30301

5. Virus Protection

Coca-Cola Federal Credit Union is not responsible for any electronic virus or viruses that you may encounter. We encourage our members to routinely scan their PC and file storage media using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

6. Termination

You may terminate the use of Online Banking or any service within Online Banking by contacting Coca-Cola Federal Credit Union in writing by mail, e-mail, or personal delivery. If your account is closed or restricted for any reason, Online Banking accessibility may automatically terminate. This Agreement may be terminated any time with or without notice.

7. Liability

You understand and agree that we are not responsible to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including without limitation acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

8. Indemnification

You agree to indemnify, defend and hold harmless Coca-Cola Federal Credit Union, third party service providers, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising directly or indirectly from; (a) your use of the Service; (b) our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, (c) your negligence or intentional conduct; (d) your violation or breach of the terms under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via Coca-Cola Federal Credit Union's Online Banking service and/or (e) your infringement, or infringement by any other user of your account(s) at our web site, of any intellectual property or other right of any person or entity.

9. No Unlawful or Prohibited Use

As a condition of using the Services, you will not use the Services for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Online Banking

Care of Your Security Code and Security

You create your own Logon ID and Security Code and you may change them in Online Banking portal any time you choose. You agree that you will not give your Security Code or make it available to any other person. If you believe that your Security Code has been lost or stolen, or that someone has made transfers using your Security Code without your permission, notify us IMMEDIATELY by phone any time during business hours or send an electronic message through Online Banking.

New or Revised Services and Service Terms and Conditions

We may, from time to time, introduce new services or revise the existing Services. We shall notify you of the existence of these new or revised services. By using these services when they become available, you agree to be bound by the obligations concerning these services.

These Service Terms and Conditions, Online Banking User Guide, and applicable Services, fees and charges may only be altered or amended by us. In such event, we shall send notice to you at your listed address or transmit notice of the alteration or amendment over Online Banking. Your use of Online Banking following receipt of such notice constitutes acceptance of such alterations and amendments.

Limitation

Under no circumstances will we be liable if we are unable to complete any transfers initiated in a timely manner via Online Banking because of the existence of any one or more of the following circumstances:

- You do not obtain a confirmation number at the time you initiate a transfer.
- The designated account does not contain sufficient funds to complete the transfer.
- We have placed a "hold" on your account or remitted funds to another party with your knowledge, pursuant to reasonable business procedures, or in compliance with legal process such as garnishments, tax levy, court order, etc.
- Online Banking, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you execute the transaction.

- The designated account is closed.
- We have terminated or suspended your use of banking, in whole or in part, at any time without prior notice.
- Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.
- The computer system is updating, therefore, we treat and record all transactions received after our “daily cutoff time” on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

Liability

We are not responsible for any other loss, damage or injury, whether caused by your equipment or software, Online Banking, or any technical or editorial errors contained in or omissions from any user guide/brochure related to Online Banking. We shall not be responsible for any direct, indirect, special or consequential damage arising in any way out of the installation, use or maintenance of your equipment, software or Online Banking, except where the law requires a different standard.

In the event you wish to discontinue using Online Banking, contact us by phone, in writing or send us an electronic message through Online Banking.

Bill Pay Agreement

Payment of taxes, court directed payments and payments to payees outside the United States via the Service are prohibited.

We reserve the right to refuse to make any payment and/or transfer.

Funds will arrive at your targeted merchant and/or Account as close as reasonably possible to the date designated by You in Your payment and/or transfer instruction (Payment Date). Subject to the terms and conditions of this Agreement, You authorize Us, and any third party acting on Our behalf, to choose the most effective method to process Your payment and/or transfer, including, without limitation, electronic, paper or some other draft means. For each properly instructed payment to an eligible Merchant and/or transfer to a targeted Account You will receive a transaction confirmation number (Confirmation Number). The Payment Date indicated by you must always be a Business Day (as defined below). If it is not, the Payment Date will be deemed to be the first Business Day after the date indicated.

UNLESS YOU RECEIVE A CONFIRMATION NUMBER, WE SHALL NOT BE LIABLE FOR ANY FAILURE TO MAKE A PAYMENT AND/OR TRANSFER, INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED AS A RESULT. IT IS IMPORTANT THAT THE SELECTED PAYMENT DATE BE BEFORE THE MERCHANT DUE DATE, NOT THE LATE DATE. ALSO, SINCE THE TIME FOR US TO PROCESS YOUR PAYMENT VARIES ACCORDING TO THE PARTICULAR MERCHANT, YOU MUST BECOME FAMILIAR WITH THE PAYMENT PROCESSING TIME FOR

EACH MERCHANT YOU DESIRE TO PAY, AND ALLOW THE APPROPRIATE NUMBER OF BUSINESS DAYS BETWEEN THE PAYMENT DATE AND THE MERCHANT DUE DATE. SUBJECT TO THE LIMITATION DISCUSSED BELOW, IF YOU FOLLOW THE PROCEDURES DESCRIBED IN THIS AGREEMENT FOR PAYMENTS, AND YOU ARE ASSESSED A PENALTY OR LATE CHARGE, WE WILL REIMBURSE YOU FOR THAT LATE CHARGE UP TO A MAXIMUM OF FIFTY DOLLARS (\$50.00). IN THE EVENT THAT YOU DO NOT ADHERE TO THE OBLIGATIONS SET FORTH IN THIS AGREEMENT, OR YOU SCHEDULE A PAYMENT LESS THAN THE NUMBER OF BUSINESS DAYS BEFORE THE DUE DATE REQUIRED FOR A PARTICULAR MERCHANT, YOU WILL BEAR FULL RESPONSIBILITY FOR ALL PENALTIES AND LATE FEES AND WE WILL NOT BE LIABLE FOR ANY SUCH CHARGES OR FEES. THE SERVICE ASSUMES NO LIABILITY FOR THE LATE POSTING OR MISAPPLICATION OF PAYMENT ONCE FUNDS ARE RECEIVED BY MERCHANTS. THIS ABSENCE OF LIABILITY, HOWEVER, DOES NOT PRECLUDE SERVICE /ALEC FROM WORKING TO RESOLVE THESE TYPES OF ISSUES WHEN THEY ARISE. IF REQUIRED WE WILL BE RESPONSIBLE FOR PROVIDING PROVISIONAL CREDIT IF PAYMENT DISPUTES THIS ACTION.

WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT OR SOFTWARE, THE SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY PUBLICATION OR ON-LINE HELP GUIDE RELATED TO THE SERVICES. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE OR THE SERVICES, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD.

Payment Cancellation / Modification

Except for those transfers which are completed immediately, you may cancel or modify a payment and/or transfer up to 1:59 p.m. Eastern Standard Time (EST) on the day of the scheduled payment and/or transfer.

eStatements

There is NO CHARGE to receive your account statements online via “eStatements.” You can sign up online anytime directly from our web site or via Online Banking. Once you sign up, you will begin to accumulate up to (24) twenty-four months of statement history. The check image in your eStatement is available for only (90) ninety days.

If you choose to continue to receive paper statements you will be assessed a “Paper Statement Fee” on each member account, per statement, delivered to you. If you have a checking account, paper statements are sent to you monthly; otherwise you will receive a statement quarterly. Our members over (65) sixty-five years of age may request an exemption from this fee if you choose to continue to receive paper statements.

Electronic Statement (eStatement) Delivery Agreement

Upon acceptance of this agreement you understand that you will no longer receive a paper statement by regular mail unless you contact the Credit Union to request a paper statement copy. If at any time you require the credit union to send you paper statements monthly or quarterly you must notify the Credit

Union at least (5) five days before the end of the month and authorize the Credit Union to debit your account the posted fee per cycle for statement copies.

You will receive a notification when your eStatement is ready to view at your email address of record. You are responsible for keeping the Credit Union informed of changes to your email address. eStatements will generally be ready for access from the credit union's online website to view, to download, and retain or to print, by the 5th day of the month. You understand that unless you have a checking account, you will only receive statements quarterly.

You may cancel this service and return to receiving paper statements delivered to your mailing address on file at any time by providing a request to the credit union in writing. You understand that you will then be charged a \$3.00 fee per printed paper statement delivered by postage mail, going forward.

You further understand and agree that Coca-Cola Federal Credit Union retains the right, to the extent permitted by law, to amend this agreement in the future by providing you with written notice of such changes sent to your last known mailing address or by providing electronic notice of such changes sent to your last known email address.

You may obtain a copy of this agreement anytime on our web site at creditunion.coca-cola.com or by calling Credit Union member services.

IMPORTANT REMINDER: You are responsible for reviewing your account statements and reporting any discrepancies to the Credit Union in a timely manner. The Credit Union will not be responsible for any forged, altered, unauthorized or unsigned items if you fail to notify the Credit Union within (33) thirty three days of your posted electronic statement date. Your statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify us in writing within the time limit mentioned above. In order to receive such disclosures electronically, you must maintain an internet-capable personal computer or other device with the following minimum standards:

System Requirements

Microsoft Internet Explorer version 10.0 or higher, Mozilla Firefox version 34 or higher, Safari version 6.0 or higher, Google Chrome version 39 or higher, or any browser capable of handling 128 encryption software. Adobe Acrobat 10.0 or higher.

Access Online Banking at creditunion.coca-cola.com. If you forget your User ID or password for Online Banking please contact the Credit Union for assistance at 404-676-2586 within metro Atlanta, or toll free at 877-277-2586 outside metro Atlanta, or email us at creditunion@coca-cola.com*.

** Please do not provide confidential or sensitive information via email.*

eNotices

A notice is simply an announcement or information of something pending. As an eStatement subscriber, notices are presented to you electronically rather than through the mail. These are notices that are triggered because of certain credit union services that are provided to you and are maintained online for (60) sixty days.

Types of notices that may be available electronically include, but are not limited to, Non-Sufficient Funds Notices, Draft Reject Notices, Overdraft Protection Notices, Share Certificate Notices, Delinquent Loan Notices, and Account Status.

While enrolled for electronic delivery, you will no longer receive the above listed statements and notices in the mail. However, you may be sent other paper documents that contain important information about your accounts. You should continue to review correspondence that we mail to you.

When your notices are available online, an e-mail notification will be sent to the email address we have on file. It is your responsibility to update any changes in your e-mail address. You can securely update your contact information by accessing your Online Banking account at creditunion.coca-cola.com.

* A minimum requirement for Online Banking is a 128-bit encrypted browser. If you chose 'Save this program to disk' when you downloaded Acrobat, the program may not be installed correctly. When you download Adobe Acrobat again make sure you choose the 'Open\Run the program from its current location' option instead of the 'Save this program to disk' option. If you are unable to load Adobe on your personal computer, please do not continue with enrollment.

You have the right to revoke this agreement and thereby withdraw consent to receive statements and notices electronically. To withdraw your consent with no cost to you, please submit a cancellation request in Online Banking.

The same terms apply with respect to electronically delivered statements and notices as for those delivered in paper form. The deposit agreements and disclosures that you previously received from Coca-Cola FCU, remain in effect.

We reserve the right to cancel your participation in this program at any time. The most common reason for cancellation is failure to maintain a current email address on file.

Mobile Banking

Credit Union's Right to Investigate

It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or user's access device(s); and to report the Credit Union's findings of such investigation to all owners and/or users.

By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. The Credit Union in its discretion may modify these Terms and Conditions at any time.

Mobile Deposit

This Mobile Deposit Agreement (Agreement) contains the terms and conditions for the use of Coca-Cola Federal Credit Union's ("CCFCU", "Credit Union," "us," or "we") Mobile deposit services (Services). Other agreements you have entered into with the Credit Union, including the Membership Agreement and Electronic Disclosures governing your credit union accounts, as amended from time to time, are incorporated by reference and made a part of this Agreement.

Our "Business Days" are Monday through Friday, Eastern Time, excluding Federal Reserve holidays.

Member Consent to Receive Electronic Disclosures and to Conduct Transactions Electronically. Certain laws require CCFCU to provide information to you about the products and services you use with the Credit Union, and you have the right to receive that information on paper. The Credit Union may provide such information to you electronically if you consent to receive electronic disclosures and to conduct transactions electronically. Your consent includes, but is not limited, to receiving periodic and transaction statements; changes in terms and other related notices; and any regulatory required communications conveyed to you related to the Services; and electronic transactions associated with the use of these services. This consent does not materially change the rights or obligations specific to the Services described below.

Use of Services. The Mobile deposit services is a secure, online service that allows you to deposit checks ("items") into eligible CCFCU accounts from a remote location, by taking images of the check. You will be required to be enrolled in our Online Banking services and have your member number. A check can be scanned with a scanner or photographed with the camera feature on a smartphone device; then the images and associated deposit information are delivered to CCFCU electronically.

Without limiting the foregoing, this Agreement may be terminated if you breach any terms of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a

manner inconsistent with the terms of this Agreement, our Account Agreement or any other agreements with us.

Acceptance of Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, through our app, on our website or by an online secure message. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, CCFCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Service will indicate your acceptance of any such changes to the Services.

User Warranties and Indemnification. Following the approval and your acceptance of this Agreement, you are authorized by CCFCU to remotely deposit paper checks through the CCFCU App to your account with us ("Account") by electronically transmitting to the Credit Union digital images of paper checks.

You warrant to Credit Union that:

- You will only transmit eligible items
- You will not transmit duplicate items
- You will not re-deposit or re-present the original item
- All information you provide to the Credit Union is accurate and true
- You will comply with this Agreement and all applicable rules, laws and regulations
- You are not aware of any factor which may impair the collectability of the item
- You warrant that items submitted by you to the Credit Union do not contain computer viruses or malware.
- You agree not to share your Online Banking account information with any vendor or individual to send a deposit via the Services. You are solely responsible for any loss suffered as a result of sharing your information with any vendor or individual not on your account.
- You agree to indemnify and hold harmless Credit Union from any loss for breach of this warranty provision.

Limitations of Service. When using the Services, you may experience technical or other difficulties. The Credit Union cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. There may be qualification requirements for use of the Services, and we reserve the right to change the qualifications at any time without prior notice.

Hardware and Software Requirements. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union from time to time. The Credit Union is not responsible for any third party hardware or software you may need to use the Services. Any such hardware or software is accepted by you 'as is' and is subject to the terms and conditions of the hardware or software agreement you enter into directly with the third party at the time you used the equipment and/or download and installation.

Equipment. To use the Services, you must have a supported mobile device (e.g., smartphone, iPad, etc.) **"Message and data rates may apply"**; with a supported camera and a supported operating system; have

a data plan for your mobile device, and download the App to your mobile device. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Services.

Fees. We reserve the right to charge a fee for the Services at any time. You are responsible for paying the fees for the use of the Services as disclosed in the Rate and Fee Schedule. The Credit Union may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize the Credit Union to deduct any such fees from any CCFCU account in your name.

Deposit Limitations. When using the Services, we may establish limits on the number of items deposited per day and/or the dollar amount of items deposited. At our discretion, if we permit you to make a deposit in excess of these limits, such deposits will still be subject to the terms of this Agreement, and we will not be obligated to allow a deposit in excess of these limits at other times. The maximum dollar amount per mobile deposit is \$10,000. The maximum total dollar amount per day is \$10,000. These limits may change from time to time without notice. Items transmitted that exceed the established limits at the time of deposit may result in rejection of the item(s) deposited.

Endorsement and Procedures. Prior to scanning or photographing the original check, you must endorse any item transmitted through the Services payable to you or joint owner only as "**Mobile Deposit at CCFCU**" or as otherwise instructed by Credit Union. The Federal Law regarding funds availability requires the Financial Institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings.

Ineligible items. You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that you will **NOT** use the Services to scan and deposit any checks or other items as listed below:

1. Checks or items payable to CCFCU, any person or entity other than the person or entity that owns the account that the check is being deposited into
2. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn
3. Checks or items previously converted to a substitute check, as defined in Reg. CC
4. Checks or items drawn on a financial institution located outside the United States (foreign checks)
5. Bonds
6. Checks or items not payable in United States currency
7. Checks or items dated in the future and presented for cash or deposit (postdated)
8. Checks or items presented for cash or deposit six months or more after the date it was written (stale dated)
9. Checks or items prohibited by CCFCU's current procedures relating to the Services or which are otherwise not acceptable under the terms of your CCFCU account
10. Check or items on which a stop payment order has been issued, drawn on a closed account, or for which there are insufficient funds

11. Checks made payable to CCFCU for member deposits, loans, credit card, and mortgage payments.
12. Checks payable jointly, unless deposited into an account in the name of all payees
13. Check that have previously been submitted through the Services or through a remote deposit capture service offered at any other financial institution
14. Checks that are in violation of any federal or state law, rule, or regulation

Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from CCFCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Funds Availability. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Services is received and accepted before 4:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider the deposit made on the next business day we are open. Items deposited using the Services will generally be made available within two business days from the day of deposit. CCFCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as CCFCU, in its sole discretion, deems relevant.

Credit given for any item is provisional and subject to final approval. Funds you deposit may be delayed for a longer period of time when we have reasonable cause to believe the check is uncollectable. We will notify you if we delay your ability to withdraw funds.

Image Quality. The image of an item transmitted to CCFCU using the Services must accurately and legibly provide all the information on the front and back of the check at the time presented to you. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Credit Union's sole discretion subject to the Membership Agreement governing your account.

Errors. You agree to notify the Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Credit Union account statement is sent. Unless you notify the Credit Union within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Credit Union for such alleged error.

Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. The Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Check Safekeeping Guidelines. Mobile Deposit users are required to retain the original paper items in a secure place. We also recommend you write on the front of the check: "**Mobile deposit on DATE**" (where DATE is the full date you deposited the check by Mobile Deposit) to prevent the check from being accidentally deposited again.

Check Retention Guidelines. Mobile Deposit users are required to retain the original paper items, for a minimum of five (5) calendar days, but no longer than fourteen (14) calendar days, after they have been transmitted to the Credit Union ("Retention Period"). This provides sufficient time if there is an issue with the image quality or if the original item is required for any other reason. After the retention period, the original paper items should be destroyed to ensure they are not accidentally deposited again.

Check Destruction Guidelines. Mobile Deposit users are required to securely and irretrievably destroy the original paper items, after the retention period. Do not leave deposited items lying around, and do not put them in trash or recycle containers unless they have been shredded first.

Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Mobile deposit service in your possession and your records relating to such items and transmissions.

Termination. We reserve the right to terminate this Agreement and/or your use of the Services, at any time, for any reason, without prior notice to you. This Agreement shall remain in full force and effect unless and until it is terminated by us.

Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF MOBILE DEPOSIT SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE DEPOSIT SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT MOBILE DEPOSIT SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE MOBILE DEPOSIT SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN MOBILE DEPOSIT SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE MOBILE DEPOSIT SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF MOBILE DEPOSIT SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CCFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Limitation of Warranty and Liability

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED AS-IS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/ OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. EXCEPT AS EXPRESSLY SET FORTH ON THE WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS: AND, WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Miscellaneous

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability, and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement. The most current version of this Agreement as it appears on our web site, including any amendments that we may make from time to time, constitutes the

entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. This Agreement may be amended, or any of our rights waived, only if we agree in writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by us. All notices to you shall be in writing and shall be made either via email, conventional mail or messages delivered through the Services, at our discretion. Regardless of your receipt of email notification, you agree that our posting of the Amendment on Online Banking constitutes delivery of your amendment notice.

We may assign or delegate certain rights and responsibilities under this Agreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

You may not assign any of your rights under this Agreement, except with the prior written consent of Coca-Cola Federal Credit Union. You are prohibited from any and all assignments of rights under this agreement, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. You may not delegate any performance under this Agreement. Your purported assignment or delegation of any rights of performance are in violation of this agreement and void.

We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments. We may amend or cancel any provision or charge by disclosing the change in writing or electronically, and, at our option, by sending notification to the e-mail address recorded during your Online Banking enrollment.

You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the accounts or services to which these changes relate, at your option. Regardless of your receipt of email notification, you agree that our posting of the Amendment on Online Banking constitutes delivery of your amendment notice. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

Notice of Your Rights and Liabilities

Notify us immediately if your User ID and Password have been compromised, lost, stolen or used without your authorization. Failure to notify and all other financial institutions holding accounts listed in the Service immediately could result in the loss of all money accessible by the Password. Telephoning us at the number listed in the Errors and Questions section is the best way of limiting your possible loss on Accounts.

Disclosure of Account Information to Third Parties

Information to third parties about your account(s) or the transaction(s) you make will only be disclosed if at least one of the following applies:

- It is necessary to complete a transaction.
- To verify the existence and condition of your account to a third party such as a credit bureau or merchant.

- To comply with a governmental agency or court order.
- If permission is given to us by you, which we may require to be in writing.
- To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning the Service.
- It involves a claim by or against us concerning a deposit to or withdrawal from your account.
- Where otherwise required or permitted under state or federal laws and/ or regulations. CCFCU may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process that CCFCU believes (correctly or otherwise) to be valid. CCFCU may notify the undersigned of such process by telephone, electronically or in writing. If CCFCU is not fully reimbursed for record research, photocopying and handling costs to the undersigned's account, in addition to any minimum fee CCFCU charges for complying with legal process

CCFCU may honor legal process that is served personally, by mail, or by facsimile transmission at any of their offices or an office of their agent, even if the law requires personal delivery at the office where the undersigned's account or records are maintained. CCFCU shall have no liability to the undersigned for any action taken or omitted by CCFCU hereunder in good faith.

The undersigned agrees to indemnify CCFCU, third party service providers, and their respective directors, officers, employees, agents and representatives from and against all loss, cost, expenses or liability (including counsel and accountant fees) and claims arising out of compliance with any legal process that CCFCU believes (correctly or otherwise) to be valid, regardless of whether they are incurred before, during or after any litigation or other dispute resolution procedure, regardless of success on the merits.

CCFCU shall have no liability to the undersigned for any action taken or omitted by CCFCU hereunder in good faith.

Third-Party Beneficiaries

This Agreement is for the sole and exclusive benefit of members and is not intended to benefit any third party. Member and Credit Union acknowledge and agree that any party that licenses the Software to Credit Union, directly or indirectly through one or more sub-licensees, is a third party beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.

Entire Agreement

This Agreement, the Exhibits and schedules to this Agreement (as may be amended from time to time), constitutes the entire agreement between Member and Credit Union with respect to the subject matter hereof, supersede any prior agreements between Credit Union and Member with respect to the subject matter hereof, and shall be binding.

Member Services/ Phone Banking

Telephone: (404) 676-2586 inside metro Atlanta

Toll Free: (877) 277-2586 outside metro Atlanta

Fax: (404) 598-2586

Website creditunion.coca-cola.com

Email creditunion@coca-cola.com

cumortgages@coca-cola.com

creditunionloandepartment@coca-cola.com

Physical Address

One Coca-Cola Plaza, NW

Atlanta, GA 30313

Mailing Address

P.O. Box 1734

Atlanta, GA 30301

Federally insured by NCUA