

CAROLINA TRUST FEDERAL CREDIT UNION DIGITAL BANKING AGREEMENT AND DISCLOSURE

INTRODUCTION

This Agreement is the contract, which covers your and our rights and responsibilities concerning the Digital Banking services offered to you by Carolina Trust Federal Credit Union ("Credit Union"). Our Digital Banking Platform service permits you to electronically initiate account transactions involving your accounts and communicate with the Credit Union. In this Agreement, the words "You", "Your", and "Member" mean those who request and use Digital Banking and the other services offered through the platform, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "We", "Our", "Us", and "Credit Union" shall mean Carolina Trust Federal Credit Union, its employees, directors, officers, representatives, and agents. The word "Account" or "Accounts" shall mean the individual loan account(s) and/or checking and/or savings share(s) you have with the Credit Union. The term "Service" or "Services" includes Digital Banking and any electronic service(s) accessed, authorized or initiated within the Digital Banking platform and includes the terms "Online Banking," "Mobile Banking" and/or "Mobile App" service. By requesting and using the Online and Mobile Banking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. In addition to the terms herein, you acknowledge the receipt and incorporation herein of the terms of your [Membership, Account and Account Services Agreement](#) with the Credit Union, which shall also govern our relationship with you. To the extent that the terms of a specific provision this Agreement vary from the terms set forth in the Membership Agreement, the specific terms and conditions of this Agreement will govern our relationship with you with regard to the services specially described herein.

MINIMUM HARDWARE AND SOFTWARE REQUIREMENTS

In order to use these services, you need a computer or a smart phone (in this agreement(s), your computer and the related equipment are referred to together as your "Computer") that is installed with your hardware's currently supported operating systems. Please visit our [Supported Browsers](#) details for minimum requirements and options. In addition, a PDF Reader Software, such as Adobe Acrobat Reader or similar will be required if you select to view electronic disclosures and/or statements (eDocs).

We may update these requirements at any time at our sole discretion. You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. You are also responsible for any and all fees relating to communication carriers (e.g. telephone, cable, DSL or satellite), software providers (other than software that we may provide you) and/or internet service fees that may be assessed by your communications carrier and/or internet provider. We are not responsible for any errors or failures from any malfunction of your Computer, the browser, or the software. Carolina Trust FCU is also not responsible for any Computer virus or related problems that may be associated with the use of a digital system. We recommend disabling any pop-up blocking software while using the Service or adding our Digital Banking site to your exceptions. Other requirements include enabling your browser cookies and running the most recent version of JavaScript.

In order to access and use Digital Banking via a mobile device, you must have a compatible and supported mobile phone served by a certified mobile carrier, be enabled to receive and transmit data, and must include texting functionality. Our Mobile Banking Apps are free applications available for

download on the App Store® and Google Play™. You are responsible for any applicable text message and/or data fees assessed to you by your wireless provider.

THE DIGITAL BANKING SERVICE

To use Digital Banking, you must have at least one Credit Union account. Through the Service, you will have access to any of your share and/or loan accounts, including those on which you are a Joint Owner/Co-Borrower. The Credit Union reserves the right to deny access to a share or loan account or to deny transactions under certain circumstances.

Your ability to transfer funds from certain Accounts is limited by [Federal Regulation D](#) and the Membership, Account and Account Services Agreement (also referred to as the “Disclosure”). Refer to the Disclosure for regulatory limitations and service charges applicable for excessive withdrawals or transfers (see [Fee Schedule](#)). Transfers made using the Service count against the permissible number of transfers described in the Disclosure.

DIGITAL BANKING SETUP AND SECURITY

New users may enroll in Digital Banking at any time during their membership at the Credit Union. Once you have provided the required enrollment information, you will be prompted to select your username and password. Your Digital Banking username and password are required to access the Credit Union’s Digital Banking services. You agree not to give or make available your password to any unauthorized individual. If you believe your password has been lost or stolen, someone has attempted to use the Digital Banking Service without your consent, your share or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify us immediately by calling 843-448-2133 or visiting any of our branches. We do not maintain a record of your password. If you lose or forget your password, you may follow the password recovery link prompts in Digital Banking to have it reset.

Users may reset and/or retrieve their password and/or username at any time through Digital Banking.

PAYEE LIMITATION

Carolina Trust FCU reserves the right to impose a frequency or dollar limit on or refuse to make any payment you have directed. The Credit Union is obligated to notify you promptly if we decide to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement.

CHANGES TO AND/OR TERMINATION OF AGREEMENT

The terms of this Agreement, applicable fees, and service charges may be altered or amended by the Credit Union from time-to-time. In such an event, we shall send notice to you either to your address as it appears on our records, via email, or by digital notice through the Service. Any continuation of Digital Banking after we send you a notice of change will constitute your agreement to such change(s). Further, the Credit Union may, from time-to-time, revise or update the program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material(s) and limit access to the Credit Union more recent versions and updates. The use of Digital Banking does not require dis-enrollment on your behalf; therefore, termination of the Service by you is done by not accessing or using the Service within a 365-day time period. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

OWNERSHIP AND ASSIGNMENT RIGHTS

You may not assign this Agreement to any other party. The Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND AGREEMENT

By acknowledging your acceptance of this Agreement or by using the Credit Union's Digital Banking Service, you agree to be legally bound by and to adhere to all of the terms and conditions of the Agreement and of any other documents, whether in written or electronic form, which we may provide to you from time-to-time and which contain additional provisions or instructions applicable to the Service, and to any amendments made thereto.

DATA RECORDING

When you access Digital Banking to conduct transactions, the information you enter may be recorded. By using the Service, you consent to such recording.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password 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 the Service at once by calling 843-448-2133 during normal business hours.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your Account or transfers you make:

- a. When it is necessary to complete the transfers;
- b. In order to verify the existence and conditions of your Account for a third party, such as a credit bureau or merchant;
- c. In order to comply with a government agency or court orders; or
- d. If you give us written permission.

NO SIGNATURE REQUIRED

When using the Service to conduct transactions, you agree that the Credit Union may debit your account to complete the transactions or honor debits for which you have not signed.

ADDRESS CHANGES

You agree to promptly notify the Credit Union, in writing, online or by phone, of any address change. Failure to do so may result in undeliverable material regarding account statements, updates, fees, changes or related material to Digital Banking.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

You are required to notify us AT ONCE if you believe your account information, Username and/or Password has been lost or stolen. If you tell us within two (2) Business Days after you discover your password, PIN or other credentials whereby you 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 credentials to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution 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.

ERRORS AND QUESTIONS

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

- Call us at 843-448-2133 during normal business hours;
- Contact us by using Digital Banking's secure message feature; and/or,
- Write to us at:

Carolina Trust Federal Credit Union
PO Box 780004
Myrtle Beach, SC 29578-7804

If you think your statement is incorrect or you need more information about a Service 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:

- Tell us your name and Member account number;
- 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,
- 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 Payment 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 Payment Account. 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.

DISPUTES

In the event of a dispute regarding the Service, you and the Credit Union agree to resolve the dispute by looking to this General Agreement and Service Agreement. You agree that these Agreements are the complete and exclusive statement of the agreements between you and the Credit Union, which supersedes any proposal or prior agreement, verbal or written, and any other communications between you and the Credit Union relating to the subject matter of this Agreement.

Contact us by via one of the following options:

- Call us at 843-448-2133 during normal business hours;
- Contact us by using Digital Banking's secure message feature; and/or,
- Write to us at:

Carolina Trust Federal Credit Union
PO Box 780004
Myrtle Beach, SC 29578-7804

THIRD PARTY WEBSITES

The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service or any other services provided in connection with it is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification, or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

INAPPROPRIATE TRANSACTIONS

You warrant and agree that you will not use any Digital Banking or any other Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

OWNERSHIP AND ASSIGNMENT RIGHTS

You may not assign this Agreement and or any other Service Agreement to any other party. The Credit Union may assign this Agreement and or any other Service Agreement to any present or future, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement and or Service Agreement to independent contractors or other third parties.

ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION

You understand and agree to indemnify and hold Carolina Trust FCU, its affiliates, officers, employees and agents, harmless against any and all claims, actions, suits, proceedings, demands, including claims of another financial institution, business entity or governmental authority, damages, losses, liabilities, fines, penalties, costs, and expenses, including court costs and reasonable attorneys' fees and expenses

arising from your use of the Services and/or breach of this Agreement and Disclosure. You understand and agree that this paragraph shall survive the termination or expiration of this Agreement.

You understand and agree to indemnify our technology partners and our other Service Providers and their affiliates, officers, employees and agents from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Carolina Trust FCU or your use of the Services unless such claim directly results from an action or omission made by the Service Provider in bad faith. You understand and agree that this paragraph shall survive the termination or expiration of this General Agreement and applicable Service Agreement.

TERMINATION OF THE DIGITAL BANKING PLATFORM SERVICE AND OTHER SERVICES

You agree that we may terminate this Agreement and your use of the Digital Banking Platform service and other services if you or any authorized user of your account or access credentials breaches this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or access code. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflicts of laws provisions. To the extent that the terms of this agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

ELECTRONIC SIGNATURE

This Agreement is an electronic contract that sets out the legally binding terms of your use of the Service. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by clicking on the "Accept" button below in connection with your enrollment. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "Accept" button, you accept the Agreement, and agree to the terms, conditions and notices contained or referenced therein. When you click on the "Accept" button, you also consent to have the Agreement provided to you in electronic form. You have the right to receive the Agreement in non-electronic form, upon request.

ESIGN - CONSENT FOR ELECTRONIC DISCLOSURES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT

Please read this Agreement and Disclosure carefully and print a copy and/or retain this information electronically for future reference.

INTRODUCTION

You are submitting a request for Carolina Trust Federal Credit Union's Digital Banking account opening services. In order to do this, we need you to consent to our giving you certain disclosures electronically. This document informs you of your rights when receiving legally required disclosures, notices and information ("Disclosures") from the Credit Union. By completing and submitting an application through us, you acknowledge receipt of this document and consent to the electronic delivery of such Disclosures. All agreements with the Credit Union are subject to the terms and conditions of your Credit Union Membership Agreement

ELECTRONIC COMMUNICATIONS

Any disclosures related to your request will be provided to you electronically through www.carolinatrust.org. However, if you wish to obtain a paper copy of any of the Disclosures, you may write to us at: PO Box 780004, Myrtle Beach, SC 29578-7804, with the details of your request. Paper copies will be provided to you at no charge.

SCOPE OF CONSENT

Your consent to receive disclosures and to do business electronically, and our agreement to do so, only applies to this Request.

ACCESS REQUIREMENTS

To access and retain the disclosures electronically requires a standards-compliant web-browser installed on a computer or mobile device, which supports the HTTPS protocol, HTML, and cookies. Viewing PDF documents requiring additional software such as Adobe Reader® or similar. Please refer to the [Minimum Hardware and Software Requirements](#) section of the Digital Banking Agreement and Disclosure for additional information.

WITHDRAWING CONSENT

You may withdraw your consent to do further business electronically with us at no cost to you. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic disclosures will not be affected.

CHANGES TO YOUR CONTACT INFORMATION

You should keep us informed of any change in your electronic or mailing address. You may notify Carolina Trust Federal Credit Union at: PO Box 780004, Myrtle Beach, SC 29578-7804 regarding any such changes.

YOUR ABILITY TO ACCESS DISCLOSURES

BY COMPLETING AND SUBMITTING YOUR REQUEST, YOU ACKNOWLEDGE THAT YOU CAN ACCESS THE ELECTRONIC DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE.

CONSENT

BY COMPLETING AND SUBMITTING YOUR REQUEST, I/WE CONSENT TO HAVING ALL DISCLOSURES PROVIDED OR MADE AVAILABLE TO ME/US IN ELECTRONIC FORM AND TO DOING BUSINESS WITH CAROLINA TRUST FEDERAL CREDIT UNION ELECTRONICALLY. I/WE AGREE TO THE SAME TERMS THAT APPLY TO A SIGNED APPLICATION OR AGREEMENT; AND I/WE AGREE THAT SUBMITTING THIS CONSENT OR ACCEPTING THESE TERMS CONSTITUTES MY/OUR SIGNATURE AS THOUGH SAME WERE PHYSICALLY SIGNED BY ME/US. IF THERE IS A CO-APPLICANT OR USER, I/WE REPRESENT AND WARRANT, THAT SUCH CO-APPLICANT OR USER HAS AUTHORIZED THE SUBMISSION OF THIS APPLICATION. THIS ELECTRONIC

SUBMISSION/CONSENT QUALIFIES AS MY/OUR SIGNATURE FOR ALL PURPOSES AND USES WHATSOEVER.

TOUCH AND/OR FACE ID TERMS AND CONDITIONS

The following information will be provided to members when enrolling in Touch and/or Face ID with the Carolina Trust FCU Mobile Application upgrade.

Touch and/or Face ID allows you to use your fingerprint or facial recognition to login securely instead of entering your username and password.

By enabling Touch and/or Face ID you agree to the following additional terms to your existing agreements with us:

Every person with a fingerprint or facial recognition saved on this device will have access to your account. Therefore, you should only enable Touch and/or Face ID if you're the only person who is registered on your device. If you share a device, you accept the risk of doing so and we suggest reviewing the enrolled fingerprints and facial recognitions to make sure that each person is authorized to access the personal and financial information available within the Mobile Application. Fingerprints and facial recognitions are only stored on your device and Carolina Trust Federal Credit Union does not see or store your fingerprint or facial recognition information during this authentication process.

We discourage anyone from enabling Touch and/or Face ID for your mobile device if the device is shared or someone else has access to it for any reason. Remember, under your account and service agreements you are responsible for safeguarding your device(s) and access to your account. You are also responsible for any transactions that you make or authorize another person to make even if authority is exceeded. We remind you that pursuant to the terms of your agreements with us that any person to whom you give access to your device(s) is deemed an authorized user and you are responsible for any transactions they make.

MONEY MOVEMENT SERVICE (EXTERNAL TRANSFERS) AGREEMENT AND DISCLOSURE

INTRODUCTION

This Money Movement Service Agreement (“Agreement”) is a contract that governs your ability to use a digital money movement service provided to you by Carolina Trust Federal Credit Union (“the Credit Union”) and our service provider, Alkami (“Service Provider”). The External Transfers service allows you to transfer funds to or from your eligible Carolina Trust FCU accounts and other accounts held by you at other U.S. financial institutions (“Accounts”), assuming that the transfer is permitted by the relevant financial institution and by law. In this Agreement, the words “You”, “Your”, and “Member” mean those who request and use this Service offered through the Digital Banking Platform, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words “We”, “Our”, “Us”, and “Credit Union” shall mean Carolina Trust Federal Credit Union, its employees, directors, officers, representatives, and agents. By using the Service, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement.

ACCEPTANCE OF TERMS

When you accept the “Terms & Conditions”, you agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. You will then enroll online for the Service. To use the

Service, you must be at least eighteen (18) years old and be a resident of the United States. If you do not accept and agree to all the Terms, you will not be entitled to use the Service. Your use of the Services shall also constitute your agreement to the Terms.

VERIFICATION OF INFORMATION

By accepting the “Terms & Conditions”, you understand that we and our Service Provider reserve the right to obtain such additional information from time to time as we deem reasonably necessary to ensure that you are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent “money laundering” or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

Once you are enrolled in the Service, we may verify your Accounts that you add to the Service from time to time. You authorize us to validate the Accounts through the use of a minimal test transfer amount, in which one or more low value payments will be both credited to and debited from the Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your Accounts will never be less than the actual balance. Once the test transfer is complete, we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify Accounts by requiring you to enter information you ordinarily use to access the Account provider’s website, or by requiring you to submit proof of ownership of the Account. Other Account verification methods may also be employed at the sole discretion of Carolina Trust FCU and/or our Service Provider.

USER CONTENT

Subject to Carolina Trust FCU’s [Privacy Policy](#), you agree that the Credit Union and our Service Provider may use, copy, modify, display and distribute any information, data, materials or other content (the “Content”) you provide to us for the purpose of using the Service, and you hereby give us a license to do so. By submitting Content, you represent that you have the right to license such Content to us for the purposes set forth in this Agreement.

ACCOUNTS

You acknowledge that in order to complete External Transfers, it is necessary for us and our Service Provider to access the websites and databases of the Credit Union and other financial institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Service, you represent and warrant to us that:

- a) You have the right to authorize and permit us to access your Accounts to effect such External Transfers, Money Movement or for any other purpose authorized by this Agreement
- b) By disclosing and authorizing us to use such information you are not violating any third-party rights
- c) The information you are providing us is true current, correct, and complete
- d) You are who you claim to be, and
- e) You are the rightful owner of all Content and of the Accounts linked for the purposes of the Service.

You hereby authorize and permit us and our Service Provider to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

For as long as you are using the Service, you give to us and our Service Provider a limited power of attorney and appoint us and our Service Provider as your true and lawful attorney-in-fact and agent, with full power of substitution, for you, in any and all capacities, to access the Accounts and effect funds transfers as described in this Agreement. As your attorney-in-fact and agent, we shall have full power and authority to perform each and every act necessary to be done in connection with effecting funds transfers, as fully as you could do in person, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts. Once the Credit Union and/or our Service Provider has actual knowledge that you wish to cease using the Service and has a reasonable opportunity to act on such knowledge, this limited power of attorney shall be automatically revoked; provided, however, that any act done by Carolina Trust FCU and/or our Service Provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. You understand and agree, that, at all times your relationship with each Account provider is independent of Carolina Trust FCU and your use of the Service. We will not be responsible for any acts or omissions by any other financial institution or any other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such financial institution or provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE CREDIT UNION AND OUR SERVICE PROVIDER IS EFFECTING EXTERNAL TRANSFERS OR LOAN PAYMENTS FROM OR TO ANY OF YOUR ACCOUNTS, CAROLINA TRUST FCU AND OUR SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT CAROLINA TRUST FCU AND ITS SERVICE PROVIDER SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU. YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF: (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR EXTERNAL TRANSFERS OR LOAN PAYMENTS INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY EXTERNAL TRANSFERS OR LOAN PAYMENTS LIMITATION SET BY CAROLINA TRUST FCU OR OTHER FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

You acknowledge that not all types of accounts are eligible for the Service. It is your responsibility to check with Carolina Trust FCU and your other financial institutions regarding which accounts are eligible and regarding restrictions on transfers among your retirement accounts (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses that you may incur from transfers that are not permitted under such restrictions by the provider of your Account or restrictions imposed by applicable law.

BUSINESS DAYS

The Service will process requests for transfers on business days. As used in this Agreement the term "Business Days" means Monday through Friday, but excludes Federal holidays, bank holidays, and days on which Carolina Trust FCU is closed.

ELECTRONIC COMMUNICATIONS

General Consent; Categories of Records. The Service is an electronic, Internet based service. 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 Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although the Credit Union reserves 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 will be considered “in writing.” You acknowledge that you should print a paper copy of 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 the Service.

How to Withdraw Consent. If you have registered for the Service and you wish to withdraw your consent to have Communications provided in electronic form, you must cancel any pending transfer requests (within the time period permitted by the Service cancellation policies) and stop using the Service. There are no fees to cancel a pending transfer request (as long as such cancellation is made within the time period permitted by the Service cancellation policies).

How to Update Your Records. You agree to promptly update your registration records if your email address or other information changes. You may update such records through Carolina Trust FCU’s Digital Banking Settings page.

Delivery of Electronic Communications. Communications may be posted on the pages of the Service website or other website disclosed to you and/or delivered to the email address you provide. Any electronic Communication sent by email will be deemed to have been received by you when Carolina Trust FCU or our Service Provider sends it to you, whether or not you received the email. An electronic Communication by email is considered to be sent at the time that it is directed by Carolina Trust FCU or Service Provider’s email server to the appropriate email address. If the Communication is posted on the Service, then it will be deemed to have been received by you no later than five (5) Business Days after Carolina Trust FCU or our Service Provider posts the Communication on the web pages of the Service, whether or not you retrieve the Communication. You are responsible for notifying Carolina Trust FCU and the Service Provider(s) with any changes to your email address or contact information. An electronic Communication made by posting to the web pages of the Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

Electronic Signature. You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing.

PRIVACY POLICY AND CONFIDENTIALITY

We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain from you, certain personal information about you, your Accounts, and your transactions (“User Information”). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our Privacy Policy.

All of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent “cookies” on the browser to store any personal information. We have multiple levels of security that have been designed especially for us.

TRANSFER TYPES AND LIMITATIONS – TYPES OF TRANSFERS

EXTERNAL TRANSFERS. You may use the External Transfers service to transfer funds between any two of your Accounts about which you have provided us the necessary information. You may schedule transfers to occur one time, for a future date, or on a specified recurring basis.

ADDITIONAL SERVICES

We may from time to time make available additional or new features to the Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion, and additional terms and conditions may apply.

FREQUENCY OF TRANSFERS

We do not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Service.

DOLLAR AMOUNT OF TRANSFERS

You may not make funds transfers in excess of limits described on the Transfers page, “External Transfer Limits”. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Service. You must have sufficient funds to effect any funds transfers from your Accounts. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided herein (see “Suspension and Reinstatement of the Service” below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

TAXES

We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

TRANSFERS SUBJECT TO THE RULES OF THE ACCOUNTS

All External Transfers and Loan Payments are also subject to the rules and regulations governing the relevant Accounts. You agree not to effect any funds transfers from or to an Account(s) that are not allowed under the rules or regulations applicable to such Account(s) including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of the Bank Secrecy Act and/or OFAC regulations. We may at any time decline to effect any funds transfer that we believe may violate applicable law or the rules and regulations governing the relevant Accounts.

REJECTION OF TRANSFERS

We reserve the right to refuse to: (1) effect any External Transfers and Loan Payments; (2) submit funds transfer instructions or orders; or (3) to carry out change or cancellation requests. Without limiting the foregoing, we may at any time refuse to effect any transfers that we believe may violate applicable law, or where there are not sufficient funds in your Account to effect any requested transfer.

YOUR AUTHORIZATIONS

You authorize us to select any means to execute your External Transfers and Loan Payments instructions. You understand that to effect your funds transfer instructions we utilize the Automated Clearing House (ACH). In accordance with applicable ACH Rules, we debit one of your Accounts and credit another of your Accounts. If the debit side fails or the debited funds are returned for any reason and the credit side has been released and cannot be collected, you authorize us and/or our Service Provider to collect the amount of the debit from the Account to which the funds transfer was credited. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original External Transfers and Loan Payments or a portion of the debit. You are responsible for any and all fees associated with such collection that may be imposed by the financial institution holding the Account. You understand and agree that we may from time to time impose additional fees or charges in connection with your External Transfers and Loan Payments transactions. We will notify you of such fees or charges in advance of the transaction.

If you choose to proceed with the transaction, you authorize us to debit your Account in the amount indicated in our notification. In the event that a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We will not notify you in such event, other than by posting any such transfer or transfers to the applicable Account(s) in accordance with this Agreement (see "Documentation" below).

SUSPENSION AND REINSTATEMENT OF THE SERVICE

In the event that we at any time incur a problem with your use of the Service, including without limitation a failure in attempting to debit any of your Accounts or to collect with respect to any of your External Transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect us from loss. In the event of such suspension, you may request reinstatement of your service by emailing us at webcomments@carolinatrust.org, or by writing to

Carolina Trust Federal Credit Union, PO Box 780004, Myrtle Beach, SC 29578-7804, or by calling us at 843-448-2133. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, Carolina Trust FCU in its sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see “Dollar Amount of Transfers” above).

DOCUMENTATION

You may access a statement of all funds transfers effected or pending at any time by clicking on the Transactions tab. If a transfer cannot be completed, Carolina Trust FCU and/or our Service Provider, upon learning that the External Transfers has failed, will make a reasonable effort to complete the transfer again.

YOUR RESPONSIBILITY FOR ERRORS

You understand that we must rely on the information provided by you, and you authorize us to act on any instruction that has been or reasonably appears to have been sent by you to submit External Transfers instructions on your behalf. You understand that financial institutions receiving the External Transfers instructions may rely on such information. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without obtaining further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, the Credit Union reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

PROPRIETARY RIGHTS

You acknowledge and agree that the Credit Union and/or our Service Provider own(s) all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Service or any of Carolina Trust FCU’s and/or our Service Provider’s services or technology.

NO UNLAWFUL OR PROHIBITED USE

As a condition of using the Service, you represent and warrant to us that: (a) you will not use the Service for any purpose that is unlawful or is not permitted including payments that violate any law, statute, ordinance, expressly or implicitly, by the terms of this Agreement, or by your Account Disclosures, or by any applicable law or regulation; (b) you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party’s use and enjoyment of the Service; and (c) you will not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

SERVICE CHANGES AND DISCONTINUATION

We may modify or discontinue the Service or your Account(s) with us, with or without notice, without liability to you, any other user or any third party, to the extent permitted by our Account Disclosures,

this Agreement, and applicable law. We reserve the right, subject to applicable law, to terminate your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of Carolina Trust FCU and/or our Service Provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Service. We reserve the right to charge a fee(s) for the use of the Service and any additional services or features that we may introduce (See "Service Fees" below). You understand and agree that you are responsible for paying all fees associated with the use of the Service. You may terminate your Account with the Credit Union at any time by contacting us at 843-448-2133. Once your Account with Carolina Trust FCU has terminated for any reason, you will have no further right or access to use the Service for that Account. The Credit Union will not access your Accounts thereafter for any reason.

SERVICE FEES

There may be fees associated with the use of External Transfers. See our [Credit Union Fee Schedule](#). Other financial institutions may impose their own fees and charges for transfers that you make through the Service, and you are responsible for any and all of such fees and charges. You also understand and agree that you are responsible for any telephone, including mobile telephone, and Internet service provider charges and any and all other fees and charges that you may incur by accessing and using the Service.

SECURITY PROCEDURES

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of External Transfers and Loan Payments instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions in accordance with the security procedures established under the rules governing such Account.

DEVIATING FROM SECURITY PROCEDURES

You agree to allow us to authorize any financial institution at which you have an Account to accept funds and transfer 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 by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to charge and debit your Accounts based solely on such instructions.

ACCOUNT NUMBER POLICY

You agree that if External Transfers instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if the number does not correspond to the name. You acknowledge that such financial institutions may not investigate discrepancies between names and account numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and account numbers.

JOINT ACCOUNT HOLDER

By using the Service, you confirm that if any of your Accounts is a joint or other multiple party Account, your joint or other account holder of the Account has consented for you to use the Account for the Service.

MEANS OF TRANSFER

You authorize us to select any means we deem suitable to provide your External Transfers instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, including without limitation Automated Clearing House (ACH) rules as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the standard period of three (3) Business Days.

OUR LIABILITY

If we do not provide External Transfers instructions on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account or intended Recipient's account. Carolina Trust FCU is not responsible or liable if your financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, Carolina Trust FCU shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of Carolina Trust FCU under this Agreement.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft service. You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making External Transfers or Loan Payments or if our website was not working properly and you knew about the malfunction when you started the External Transfer.

LIMITATION OF WARRANTY AND LIABILITY

YOU UNDERSTAND AND AGREE THAT OUR 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 ONLINE MONEY MOVEMENT SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONLINE MONEY MOVEMENT 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 OUR WEBSITE 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 NON-INFRINGEMENT 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 ONLINE MONEY MOVEMENT 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 ONLINE MONEY MOVEMENT 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.

DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING 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 ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE 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 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 ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

GENERAL PROVISIONS

Service Provider Disclaimer - You understand and agree that our Service Provider is not a bank, a broker-dealer firm, or any other kind of financial institution.

Representations and Warranties - In addition to your other representations and warranties in this Agreement, you represent and warrant that: (a) you are who you claim to be; (b) you are the rightful owner of all Content and the Accounts linked for the purposes of the Service; and (c) you are rightfully authorizing us to access the Accounts.

Termination - If at any time you wish to discontinue your use of the Service, you can cancel the Service by emailing us at webcomments@carolinatrust.org, or by writing to Carolina Trust Federal Credit Union, PO Box 780004, Myrtle Beach, SC 29578-7804, or by calling us at 843-448-2133. Once your Account with us has terminated for any reason, you will have no further right or access to use the Service for that Account. We may terminate your access to and use of the Service at any time for any reason without notice to you, to the extent permitted by law.

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 Terms.

No Waiver - 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 Credit Union will not be deemed to have waived any of its rights or powers under this Agreement unless such waiver is in writing and such writing is signed by an authorized representative of the Credit Union. No delay, extension of time, compromise, or other indulgence that may occur or be granted from time to time by the Credit Union under this Agreement will impair our rights or powers under this Agreement.

Amendment - We reserve the right to change the fees, charges or other Terms from time to time without notice, except as may be required by law. However, we will email or deliver a written notice to you at least twenty-one (21) days in advance of the effective date of any additional or increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers, or stricter limits on the type, amount or frequency of transactions. In addition, if an immediate change is necessary to maintain the security of the system and it can be disclosed without jeopardizing the security of the system, we will provide you with written notice within thirty (30) days after such change. In most cases you will receive the notice online through the Service; however, Carolina Trust FCU reserves the right to notify you by email or by U.S. Postal Service mail, in its discretion. You may decline a change by notifying us at 843-448-2133 prior to the change's effective date to discontinue the Service. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. However, if you fail to terminate your Service and you use it on or after the effective date of the change, you will be deemed to have accepted and agreed to the changes, and they and the Agreement, as amended, will become legally binding upon you.

Notices - All notices to you shall be in writing and shall be made via either email, U.S. Postal Service mail or messages delivered through the Service, at our discretion. Any written notice that we give to you will be effective when it is deposited in the U. S. mail or delivered to you to the email address in our records or posted for you online through the Service. If your Account is a joint or multiple party Account, notice from us to any one of you is notice to all of you. Unless otherwise provided in this Agreement, any notice from you must be in writing. Any written notice that you give us will be effective when it is actually received by us, provided we have reasonable opportunity to act on it. See the section of this Agreement above entitled "Delivery of Electronic Communications" for further provisions regarding electronic notices.

Assignment - This Agreement is personal to you and you may not assign any of your rights, duties and obligations under this Agreement to any other party. Carolina Trust FCU may assign this Agreement to any future, directly or indirectly, affiliated company. Carolina Trust FCU may also assign or delegate its rights and responsibilities under this Agreement to independent contractors or other third parties.

Disputes - If either of us has any dispute or disagreement with the other regarding this Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then current rules and procedures of the American Arbitration Association.

Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflicts of laws provisions. To the extent that the terms of this agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Enforcement - You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs and expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we will be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions.

Severability - If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Agreement in all jurisdictions, will not in any way be affected or impaired, and the remainder of the Terms will continue in full force and effect.

Taxes - It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

ELECTRONIC SIGNATURE

This Agreement in conjunction with the Digital Banking Agreement is an electronic contract that sets out the legally binding terms of your use of the Service. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by clicking on the "Accept" button below in connection with your enrollment. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "Accept" button, you accept the Agreement, and agree to the terms, conditions and notices contained or referenced therein. When you click on the "Accept" button, you also consent to have the Agreement provided to you in electronic form. You have the right to receive the Agreement in non-electronic form, upon request.