

REALTIME PAYMENT (RTP) DISCLOSURE AGREEMENT

Introduction

These terms and conditions (these “**Terms**”) are applicable to you in connection with your use of Real Time Payment (RTP) (the “**Service**”). These Terms form a part of your customer agreement (the “**Agreement**”) with First Trust Credit Union (“**First Trust**,” “**we**,” “**us**,” or “**our**”); provided, that in the event of a conflict between these Terms and this Agreement, these Terms shall control with respect to the Service and your use thereof. **By not returning payments received through the Service, you agree that you accept and will comply with these Terms.** If you wish to return a payment received through the Service, you must contact First Trust at 1.800.276.6161 or 219.879.6161.

Definitions

As used in these Terms, the following terms shall have the corresponding meanings set forth below.

Payment Amount means the Service Transfer Amount plus any fees payable by you to us in conjunction with the applicable Service Transfer.

Person means a natural person or a business, government, or nonprofit entity.

RTP System means the real-time payment system that is accessed through the Service.

Sender means a Person that sends a payment through the Service.

Sending Financial Institution means the financial institution that holds the Sender’s account, when you are the Receiver.

Service Participant means a financial institution that participates in the RTP System.

Service Transfer means a payment from a Sender to a Receiver through the Service.

Service Transfer Amount means the amount of funds that the Sender directs the Sending Financial Institution to transfer to the Receiver.

Receiver means a Person that receives a payment through the Service.

Receiver Addressing Information means the name of the Receiver and the Receiver’s mobile number, email address, or routing and account number, as applicable.

Receiving Financial Institution means us, when you are the Receiver.

About the Service

The Service enables you to receive electronic real-time payments from Service Participants.

Access to the Service; Modifications to Terms

We may suspend or terminate your access to the Service at any time, including if we determine that you have used the Service in a manner that violates these Terms. In addition, we may discontinue or modify the Service at any time in our sole discretion.

We may modify these Terms from time to time and will notify you of any such modifications. Your continued use of the Service (not returning a payment sent to you) following such notice constitutes your acceptance of the Terms as modified.

Receiving Payments

You are not obligated to accept a payment that is sent to you through the Service. If you wish to reject a payment sent to you, please contact us at 1.800.276.6161 or 219.879.6161. In addition, if you do not wish to receive any payments through the Service, please contact us as previously provided.

A Sender may request that you return funds sent to you through the Service. If we receive a return request, we will contact you.

Incoming payments to you through the Service cannot exceed \$100,000.00 per Service Transfer (the “**Per-Transaction Receive Limit**”). If you are expecting a Service Transfer, it is your responsibility to advise the Sender of the Per-Transaction Receive Limit.

If you receive funds through the Service that you believe were sent to you in error, fraudulently, or without authorization, you agree to notify First Trust immediately.

If First Trust reasonably believes that funds in your account were transmitted in error, as the result of fraud, or in violation of applicable law, you authorize First Trust to place a hold on such funds and, to the extent permitted by law, return the funds to the Sending Financial Institution. Failure to cooperate in the return of such funds may result in restriction or termination of your account and access to the Service.

Fees

No applicable fees apply. First Trust reserves the right to impose fees in the future upon prior notice as required by law.

Requests for Payment

You may not use the Service to initiate or submit requests for payment.

Risks Associated with this Service

- Any dispute between you and a Sender must be resolved directly between you and the Sender. **First Trust has no responsibility for and shall not be liable to you or the Sender.** You should only accept payments from people you know and trust. If you believe a payment you received is related to a scam, you should contact First Trust immediately.

- You acknowledge and agree that First Trust may suspend or terminate your ability to access the Service in the event that First Trust reasonably suspects you have failed to comply with these Terms.

Failed Service Transfers

A Service Transfer may fail if:

- the Sending Institution suspects or determines that the Service Transfer does not comply with these Terms or the rules of the RTP System,
- the Receiver's account is closed, invalid, ineligible to receive Service Transfers, or is being monitored for suspected fraudulent or other illegal activity,
- the Receiving Institution otherwise declines to process the Service Transfer for risk-management, legal, or regulatory reasons, or
- the Service is unavailable.

In addition, completion of a Service Transfer may be delayed if the Service Transfer is subject to review by the Receiving Institution for fraud, regulatory or compliance purposes. Service Transfer Requests are typically completed within 15 seconds of transmission of the Service Transfer Request by the Sender, unless the Service Transfer fails or is delayed as described above.

First Trust CU may monitor Service Transfers for fraud, suspicious activity, or compliance with applicable laws and regulations. We may delay, reject, or block any Service Transfer if we reasonably suspect that the transaction involves fraud, illegal activity, or a violation of these Terms. You acknowledge that such monitoring and review may delay the processing or availability of certain Service Transfers.

As the Receiver, we will not communicate to you that the Service Transfer has failed. If you have not received a Service Transfer that you were expecting, you must contact the Sender.

Availability of Funds

Funds transferred through the Service will be credited to the Receiver's account by First Trust immediately upon completion of the Service Transfer Request, and will be available for withdrawal by the Receiver immediately. Funds are available 24 hours per day, 7 days per week, including weekends and state and federal holidays.

Prohibited Payments

You agree that you shall not use the Service to receive any of the following types of payments (each, a "**Prohibited Payment**"): Payments that violate or appear to violate any local, state, or federal law or regulation, including all regulations of the Office of Foreign Assets Control or payments to accounts domiciled outside the United States.

You acknowledge that you are permitted to use the Service solely for the purpose of receiving payments to your account consistent with the terms of use of the account set forth herein. In addition, to the extent you are receiving a payment through the Service for another person and that other person must be a resident of or domiciled in the United States of America. You acknowledge that any payment that violates the foregoing restrictions is a Prohibited Payment.

Transaction Errors; Unauthorized Transactions; Lost or Stolen Credentials

If you believe that your account or that your account credentials have been lost, stolen, or otherwise compromised, please contact us immediately.

Liability

BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS OFFERED ON AN AS-IS, WHERE-IS BASIS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, FIRST TRUST DISCLAIMS, TO THE MAXIMUM AMOUNT PERMITTED BY LAW, ALL WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FIRST TRUST DOES NOT GUARANTEE THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. EXCEPT AS REQUIRED BY LAW, INCLUDING AS SET FORTH IN SECTION(S) – MEMBER LIABILITY AND BILLING ERRORS OF THE ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURE OR OTHERWISE PROVIDED HEREIN. FIRST TRUST'S LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF YOUR USE OF THE SERVICE SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR \$500.00 WITHOUT LIMITING THE FOREGOING, FIRST TRUST SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGE.