

## NASA Federal Credit Union eBranch Online Banking Service Agreement

By accessing the NASA Federal Credit Union's eBranch Online Banking Services (the Services), you agree to all of the terms of this eBranch Online Banking Agreement (the Agreement) as well as the terms and conditions of the NASA Federal Credit Union Member Services Agreement, which terms and conditions are incorporated into and treated as a part of this Agreement unless the context in this Agreement requires otherwise. A copy of the Member Services Agreement can be obtained by visiting [nasafcu.com/terms](https://nasafcu.com/terms) or by visiting a branch.

As used in this Agreement, the terms "we," "our," "us," and "Credit Union" mean NASA Federal Credit Union. The terms "you" and "your" refer to the account owner(s) entitled to use the Services. "Account" or "accounts" means your share and/or loan accounts at the Credit Union that you have linked to eBranch. "eBranch" means eBranch Online Banking (the Services).

Our eBranch Online Banking Service is an electronic banking service that permits you to perform many finance-related functions on accounts linked to the Services through the use of your Internet connected device. **When you use any of the Services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.**

Some paragraphs of this Agreement apply only to Consumer Accounts. Some paragraphs apply only to Business Accounts. A "Consumer Account" means any account for personal, family, or household purposes established by an individual. A "Business Account" means any account except a Consumer Account.

### A. General Terms

The following terms apply to all of the Services, except where indicated otherwise.

- 1. Enrollment.** An account holder must enroll an account for access to eBranch. If there is more than one account holder, any account holder may enroll. You must separately enroll for certain of the Services accessible through eBranch, such as Bill Pay, eStatements, eAlerts, Remote Deposit, and Mobile Banking. Separate terms apply as indicated below. To the extent permitted by applicable law, you are liable for all transactions you make or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify us in writing (see the "Notices" section below). All joint owners can view and access all accounts linked to eBranch.
- 2. Service Availability.** Generally, you can use the Services 24 hours a day, 7 days a week. It is necessary to suspend access to eBranch on a regular basis to perform maintenance tasks. We try to schedule maintenance during non-business hours, like weekends or at night. We and our service providers are not responsible for any errors or failures caused by the malfunction of the Services. We also are not responsible or liable for any computer virus caused by use of the Services. We and our service providers are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. In any event, we and our service providers are not liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Services, even if we and/or our service providers have knowledge of the possibility of them. We and our service providers are not liable for any act, failure to act, or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.
- 3. Security.** The online/Internet browser you use for eBranch must meet the level of security we require from time to time. You must supply and use virus protection programs to scan your Internet connected devices and related materials for viruses and remove them. You must regularly update your online/Internet browser and virus protection programs. We and our service providers are not responsible for any viruses you may encounter. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. Data transferred via eBranch is encrypted. Requests with personal information, such as your account number, should only be sent to us through your eBranch eMailbox. We cannot and do not warrant data transfers utilizing the open Internet. For the security of your accounts, we recommend changing your password at least every 90 days. Some of the Services may allow you to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your

exposure to, and responsibility for, unauthorized transfers. eBranch uses security codes sent to predefined contacts (email, phone call, or SMS). Randomly or at specific times, eBranch may require you to enter a security code to verify your identity. You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine the statements for each of your accounts as soon as you receive them or are notified of availability. You agree to protect the confidentiality of your account and account number, and your personal identification information, as well as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account.

4. **Available Funds.** You agree to have available and collected funds on deposit in your account sufficient to pay for all bill payments and other transactions requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a bill payment or other transactions if you fail to comply with this requirement or any other term of this Agreement. If you do not have sufficient funds in the account and we have not exercised our right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You agree that we, at our discretion, may charge any of your accounts to cover such payment obligations.

5. **Problems, Inquiries, and Contact Information in Event of Unauthorized Transfer.** NASA Federal Credit Union representatives will be available to assist you Monday through Friday, from 8:00 a.m. to 6:00 p.m and from 9 a.m. to 2 p.m. on Saturday. You can contact us through your eMailbox inside of eBranch or by email at [support@nasafcu.com](mailto:support@nasafcu.com) or as described below in the "Notices" section.

6. **Your Liability for Unauthorized Transfers.** Tell us immediately by calling us or by writing to us as described below in the "Notices" section if you believe your account number and/or password has been lost, stolen, or compromised, or that someone to whom you have granted authority to use your account number and/or password has exceeded such authority or if someone has transferred or may transfer money from your accounts without your permission. Calling us is the best way to reduce possible losses. Also, if your statement shows transactions that you did not make, including those made by card, code, or other means, tell us at once. You could lose all the money in your accounts (plus your maximum overdraft line of credit). **The following provisions apply only to Consumer Accounts:** If you tell us within 2 business days, you can lose no more than \$50 if someone used your account number and/or password without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your account number and/or password, and we can prove we could have stopped someone from using your account number and/or password without your permission if you had told us, you could lose as much as \$500. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If good reasons (such as long trips or a hospital stay) kept you from telling us, we will extend the time periods to a reasonable limit.

7. **Errors or Questions About Your Electronic Transactions.** If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, please call us as soon as possible as described below in the "Notices" section. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

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

**The following provisions apply only to Consumer Accounts:** We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within 3 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 the documents that we used in our investigation.

**The following provisions apply only to Consumer Accounts:** Liability for Failure to Make Payments. If we do not make a transfer on time or in the correct amount according to your instructions given in accordance with this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable if:

- You have not properly followed the instructions on how to make a transfer contained in this Agreement
- Your computer, the phone lines, or our computer systems were not working properly or were temporarily unavailable, and the problem should have been apparent to you when you attempted the transfer
- We have placed a "hold" on funds in your account with your knowledge or in accordance with reasonable business procedures
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer
- A court order such as a garnishment or other legal process prevents us from making a transfer
- We have a reasonable basis for believing that unauthorized use of your account number and/or password or designated account has occurred or may be occurring or if you default under this Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement
- If, through no fault of ours, you do not have enough money in your account to make the transfer or payment
- If the transfer or payment would go over the credit limit on your overdraft line
- A payee mishandles or causes delays in handling payments sent by us
- You have not provided us with the correct payee name, address, account information, or payment amount circumstances beyond our control prevent the proper completion of the Transaction despite reasonable precautions by us to avoid these circumstances. Such circumstances include, but are not limited to, fire, flood, delay in U.S. mail, interruption in your electrical power, telephone, or internet access, the disconnection of your telephone line or internet access by your local telephone company or internet service provider or from deficiencies in your line quality, or any defect or malfunction of your PC, operating software, modem, router, or telephone line.

8. **Our Liability For Transfers. The following provisions apply to Consumer Accounts and Business Accounts:** We will not be liable for negative balances on accounts caused by the non-payment of checks due to insufficient funds, delays in the mail service, or for any action by you or an authorized user of the account that results in the reversal of a deposit on the account. In no event will we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages. Without liability, we may not effect a transaction if we are unable to obtain authentication of such transaction satisfactory to us, if there is any inconsistency between a transaction and information previously supplied to us, if such transaction is not initiated in conformity with the terms of this Agreement, or if we reasonably believe that execution of the transaction might result in an unauthorized or erroneous transfer of funds or might otherwise cause us to suffer a loss.

**The following provision applies only to Business Accounts:** You are solely responsible for the security of your account number and/ or password. You agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you, if it includes your account number and password or is otherwise processed by us in accordance with our security procedures. All transactions made with your password are conclusively presumed to have been authorized by you. We shall have no liability to you for any unauthorized Transaction made using your password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We have no liability for failing to complete a transfer to or from your account in time or in the correct amount under any circumstance listed for Consumer Accounts above. In other cases, if we fail or delay in making a transfer pursuant to your instructions, or if we make a transfer in an amount which is less than the amount in your instructions, then (unless otherwise required by law) our liability shall be limited to interest on the amount which we fail to timely pay or transfer, calculated from the date on which the transfer was to be made until the date it was actually made or you notify us of the problem, whichever occurs first, but in no event to exceed 30 days' interest. We may pay such interest either to you or to the intended recipient of the transfer, but in no event shall we be liable to both parties and our payment to either party shall fully discharge any obligation to the other. If we make a transfer in an amount which exceeds the amount in your

instructions, or if we permit an unauthorized transfer after we have had a reasonable time to act on notice from you of possible unauthorized use, then (unless otherwise required by law) our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest on that amount from the date of the transfer to the date of the refund, but in no event to exceed 30 days' interest. If we become liable to you for interest under this Agreement or applicable law, such interest shall be calculated based on the lowest interest rate we are then paying on our deposit accounts. In no event shall we be liable for interest compensation unless we are notified of a discrepancy within 30 days from the date of the first periodic statement reflecting the discrepancy. Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Services. You waive any statutory right you may have to recover your attorneys' fees from us. You will defend, indemnify, and hold us harmless from and against any and all claims, demands, costs, expenses (including attorneys' fees), loss, or damage arising out of our acting or refusing to act upon any Transaction in accordance with the terms of this Agreement.

9. **Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your account or the transactions you make as described in the Member Services Agreement.

10. **Termination.** At any time, we may terminate your right to use all or any of the Services. We may give notice of termination, but we are not obligated to do so. Your password may not be used after we terminate it, or after your accounts are closed. You may terminate your right to use eBranch by giving us at least 4 business days' advance notice. Termination by one account owner terminates eBranch for all account owners. Termination will not affect any liability incurred by you prior to termination.

11. **Fees.** You agree to pay for the Services that you enroll in and are approved to use in accordance with our current Schedule of Fees, as it is amended from time to time. We will advise you of any fee changes prior to implementing them. You authorize us to automatically charge your account for all such fees incurred in connection with your use of the Services. In the future, we may add to or enhance the features of the Services. By using such added or enhanced features, you agree to pay for them in accordance with our Schedule of Fees.

12. **Periodic Statements.** You will get a monthly statement for any account that has a transaction that month. In any event, you will get a statement at least quarterly.

13. **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments from your account, you can stop any of these payments. You may make the change in eBranch (before 10:00 PM on the business day before the date the transfer is scheduled to be made), by contacting us by telephone, or by writing to us. You must do so in time for us to receive your request (for telephone and written stop payment requests, 3 business days or more before the payment is scheduled to be made). You may also request a stop payment for a check that you have written through eBranch, in person at one of our branch offices, by contacting us by telephone, or by writing to us. There is a charge for stopping payment on a check (see our Schedule of Fees). If you make a stop payment request orally, within 14 days, you must put your stop payment request in writing. **The following provision applies only to Consumer Accounts:** if you order us to stop a payment from your account 3 business days or more before the transaction is scheduled, and we do not do so, we will be liable for your losses or damages as provided under law.

14. **Terms of Particular Online Banking Services.** In addition to additional terms applicable to specific Services described elsewhere in this Agreement, the following terms apply to the Services.

a. **(i) Transfer Services.** See your Member Services Agreement for additional terms and conditions that apply to Transfer Services. You may transfer funds between your accounts, from other financial institutions to your accounts and from your accounts to deposit and investment accounts in other financial institutions. A "Transfer from Another Institution" moves funds into an account at NASA Federal Credit Union or to a NASA Federal Credit Union installment loan or mortgage from an account outside NASA Federal Credit Union. A "Transfer to Another Institution" moves funds from an account at NASA Federal Credit Union to an account outside NASA Federal Credit Union. You will need to register each of the non-NASA Federal Credit Union accounts that you wish to use for these transfers. You agree that you will only register accounts for which you are an owner and have the authority to transfer funds. It may take up to five (5) business days to establish

a connection with other financial institutions. Note: Some accounts outside of NASA Federal Credit Union cannot be set up to receive funds. The following types of transfers can be processed:

- Transfers from an account are immediately deducted from the account's available balance.
- Immediate or scheduled one-time transfers and recurring transfers can be made from a NASA Federal Credit Union checking, savings, money market, or line of credit to most NASA Federal Credit Union accounts.
- Transfers can be made from a NASA Federal Credit Union checking, savings, money market, or line of credit account to some deposit and investment accounts outside of NASA Federal Credit Union.
- Payments to mortgages may only be made on a one-time basis.
- Other transfers can be made on a one-time or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, \$100 transfers from a checking to a savings account that occurs every 2 weeks.

**(ii) Scheduled and Recurring Transfers.** Transfers scheduled for a weekend or a non-business day will be processed at the beginning of the next business day. All other scheduled and recurring transfers that have been requested in advance will be processed from the funding account at the beginning of the business day requested. For Account to Account transfers to and from other financial institutions, the submission cut-off time is 11:00 AM. Transfers submitted after the cut-off time may not be initiated until the next business day. Single future-dated and recurring transfers from another institution will be processed from the account you own at the other financial institution at the end of the business day requested.

**(iii) Transfers to Credit Accounts.** Payments to a mortgage account may be credited on the business day of the date the transfer request is submitted. Updates to account balances, funds availability, and transaction posting may take up to 2 business days after payment is applied.

**(iv) Restrictions on Transfers.** Transfers and withdrawals may not be made from Certificate and IRA deposit accounts. We reserve the right to deny transfers between certain types of accounts under certain circumstances. Federal Reserve Board Regulation D limits the number of electronic transfers or withdrawals that may be made from a share savings or money market account to other accounts to 6 per month. Transfers and withdrawals made through eBranch count toward this total. Refer to the Member Service Agreement for more information.

**(v) Limitations on Dollar Amounts for Transfers.**

- One-time transfers, scheduled, and recurring transfers between accounts within NASA Federal Credit Union can be for any amount but not more than the available balance in the account.
- For Security reasons, limitations are placed on the number of and dollar amount of ACH deposits or payments you make. This includes ACH transfers made to your NASA FCU account or to your account at another financial institution. If your membership has been open 6 months or more, the maximum you are allowed to transfer to your NASA FCU account is \$5,000 per day, and \$25,000 per rolling 30-day period. If your membership has been open 6 months or less, the maximum you are allowed to transfer to your NASA FCU account is \$500 per day, and \$5,000 per rolling 30-day period. In addition, regardless of the age of your account, the amount of the deposit or payment will not be available to you for up to five (5) business days following the date of the transfer. Limitations may change from time to time.
- All transfer limits are subject to temporary reductions and/or suspensions to protect the security of member accounts and/or the transfer system.

b. **Bill Pay Service.** eBranch users with a linked checking account (referred to as your Bill Pay account) may separately enroll in Bill Pay. All bill payments you make will be deducted from your Bill Pay account. Refer to the eBranch Online Bill Pay Agreement for terms and conditions.

c. **Electronic Communications.** You may elect to receive notices and disclosures electronically, in lieu of paper, including your account statements for deposit and loan accounts. Refer to the Electronic Communications terms below for additional terms and conditions.

d. **eAlert Services.** By enrolling in basic eBranch, you will receive certain automatic alerts and may enable additional eAlert Services. The eAlert Services enable you to:



- Receive account alerts via email or mobile device (see the "Information Changes; Consent to Receive Calls/Texts" section below)
- Monitor account activity eAlerts are informational and should not be relied upon to maintain and balance your account. You are responsible for maintaining accurate and up-to-date bookkeeping of your account.

e. **Mobile Banking Services.** Mobile Banking is a personal financial account management service that allows you to view balances and recent account activity, and conduct certain transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices. Refer to the Mobile Banking Services terms referenced below for additional terms and conditions.

15. **Information Changes; Consent to Receive Calls/Texts.** You will notify us of any change in your name, address, telephone number, or email address within 15 days of the change. By providing us with your mobile telephone number in connection with any accounts, products, or the Services, you consent to us (or others on our behalf) contacting you at that number. Your consent permits us to use automatic dialing technology, artificial/pre-recorded voice messages, and/or text messaging to deliver informational messages to you concerning any of your accounts, products, or the Services. You understand and agree that you are not required to provide this consent in order to obtain any accounts, products, or the Services and that you may revoke this consent at any time by calling us at 1-888-NASA-FCU (627-2328), submitting your request via eBranch, or any other reasonable method that gives us a reasonable opportunity to update our records.

16. **Notices.** Except as noted below or as specified in connection with a particular service or feature, any notice, request or other communication you are required or permitted to give under this Agreement must be in writing and sent by certified or registered United States mail, return receipt requested, postage prepaid, to NASA Federal Credit Union, P.O. Box 1588, Bowie, MD 20717-1588. Notices will be effective when we receive them. At our discretion we may give notice to you by mail or by email. We may give notice of changes in terms or we may revise the terms and conditions in this Agreement and make it available in our branches or posted online. Any notice that we mail is considered given 48 hours after we place it in the mail, postage paid, for delivery to your address as shown on our records. Any notice delivered electronically is considered given 24 hours after it is first made available through the Services. If a specific notice period or type of notice is required by applicable law, the notice will be binding in accordance with such law. Either party may change the address to which notice is to be delivered to it under this Agreement by giving notice to that effect to the other party in the manner provided herein. If you change your email address or telephone number, you may communicate with us by emailing [ebbranch@nasafcu.com](mailto:ebbranch@nasafcu.com) or by calling 301-249-1800 or toll-free 1-888-NASA-FCU (1-888-627-2328).

17. **Disclaimer of Warranty and Limitation of Liability.** We do not and cannot warrant that the Services will operate without error, or that the Services will be available at all times. We will not be liable to you for any loss, damage or expense of any kind or nature caused, directly or indirectly, by the Services or by any interruption of service or loss of use thereof or for any loss of business, howsoever caused. You agree that we will have no liability if information is intercepted by an unauthorized person, either in transit or at your place of business, or if your use of the Services is interrupted, lost or delayed. THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY SOFTWARE AND/OR APPLICATION RELATED TO AND/OR USED TO ACCESS THE SERVICES, IS PROVIDED "AS IS". THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE, AND NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE SERVICES AND ANY SOFTWARE AND/OR APPLICATION RELATED TO AND/OR USED TO ACCESS THE SERVICES. THERE IS NO WARRANTY THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE INFORMATION CONTAINED IN AND/OR ACCESSED THROUGH THE SERVICES OR AGAINST INFRINGEMENT. YOU ASSUME ALL RISKS OF THE USE, RESULTS AND PERFORMANCE OF THE SERVICES. THE CREDIT UNION IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THE CREDIT UNION WILL NOT BE LIABLE FOR DIRECT DAMAGES EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. ANY LIABILITY the CREDIT UNION MAY HAVE (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE AMOUNT YOU PAID THE CREDIT UNION UNDER THIS AGREEMENT FOR THE 30 CALENDAR DAYS PRIOR TO THE TIME THE CREDIT UNION INCURRED THE LIABILITY. YOU MAY NOT BRING ANY ACTION AGAINST THE CREDIT UNION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION. Some states/jurisdictions do not allow the exclusion or limitation

of incidental, consequential, or other damages, so the above limitation or exclusion may not apply to you. Except to the extent prohibited by applicable banking regulations, under no circumstances will the total liability of us or our service providers to you in connection with the Services or otherwise under this Agreement exceed \$5,000.

18. **Use of Data.** We and our service providers will use information you provide for purposes of providing the Services and to prepare analyses and compilations of aggregate member data that does not identify you (such as the number of members who signed up for the Services in any given month).

19. **Indemnity; Third Party Beneficiary.** You will indemnify the Credit Union and its service providers against and hold them harmless from all claims, demands, losses, liabilities or expenses (including reasonable attorney's fees and expenses) resulting from or arising out of (a) this Agreement, the Services, (b) any breach of any of your representations, warranties or agreements in this Agreement, (c) your improper operation, mechanical failure or failure to properly service or maintain any personal computer(s) in connection with your use of the Services, or (d) any misconduct or negligence of your officers, employees or agents in performing any of your duties or functions hereunder. You agree that our service providers may rely upon your agreements and representations in this Agreement, and such service providers are third party beneficiaries to this Agreement, with the power to enforce its provisions against you.

20. **Governing Law; Complete Terms.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Maryland. The parties agree that this Agreement and the Member Services Agreement between the parties constitute the complete and exclusive expression of the terms of the agreement between the parties regarding the Services, and supersede all other proposals, whether oral or written, understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement controls to the extent of any inconsistency between this Agreement and the Member Services Agreement. The parties agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealing between the parties or by any prior performance between the parties pursuant to this Agreement or otherwise. You authorize us to procure such credit reports and other financial information regarding you as we may desire from time to time during the term of this Agreement, in accordance with applicable law.

21. **Force Majeure.** Except for your obligations to pay the Credit Union hereunder, neither party will be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control, including, but not limited to, restrictions of law, regulations, orders or other governmental directives, labor disputes, acts of God, third-party mechanical or other equipment breakdowns, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, storms or other similar events (each a "Force Majeure Event").

22. **Compliance with Law.** You will comply with all laws, rules and regulations that apply to banking transactions, including the rules of the National Automated Clearing House for ACH transactions. You agree to use the Services for lawful purposes and in compliance with all applicable laws, rules and regulations.

## **B. Terms Applicable to Specific Services**

1. **Electronic Communications**
2. **Hardware and Software Requirements**
3. **eBranch Services**
4. **Mobile Banking Services**
5. **Remote Deposit Service Terms and Conditions**

**Electronic Communications.** If you consent to Electronic Communications, you agree that we may give you in electronic form all disclosures, information, communications, agreements, and all other documents that are required or may be provided now or in the future in connection with your membership in NASA Federal Credit Union, share accounts you may establish with us, electronic funds transfers we may perform for you, loans we may make to you, and all other services we may provide to you, including, but not limited to, initial disclosures, periodic statements, change in terms notices, and privacy notices ("Records"). Please read through the below terms and conditions before consenting to receive Records in electronic form. These

terms and conditions contain important information, including information that we are required by law to provide to you. You should keep a copy for your records. If you have any questions about receiving information in electronic form, please feel free to contact us as described in the "Notices" section of our eBranch Online Banking Service Agreement.

- a. **Consent to Delivery of Electronic Records.** Consent to Delivery of Electronic Records. By consenting to Electronic Communications, you agree to receive all Records electronically. If you print or download any confidential Records, be sure to store them securely just as you would with a paper-based Record from a financial institution. If your account is joint with another person, one of you may consent to receive disclosures electronically and you agree that person's election to receive electronic Records will apply to both of you. In this case, we will send the notice regarding the availability of your electronic Records to the email address of the Primary Member instead of providing paper Records.
- b. **Paper Records and Paper Copies.** If you do not consent to electronic delivery of Records, you will have the option of receiving Records in paper form. In addition to electronic delivery, you may also request paper copies of this Agreement and other electronic Records. There may be a fee for paper copies and paper Records. Please refer to our current Schedule of Fees. Requests for paper copies can be made by contacting us as described in the "Notices" section of our eBranch Online Banking Service Agreement. Electronic Records are available in paper form for up to 5 years after they are created.
- c. **Your Right to Withdraw Consent.** You have the right to withdraw your consent to receive Records electronically, in which case Records will be provided in paper form. You can elect to withdraw your consent only for electronic account statements or for all electronic Records. You must specify in any notice revoking your consent if you intend to only revoke consent to receive electronic account statements or all electronic Records. If you do not specify, we may treat your notice as a revocation that applies to all electronic Records. You can contact us as described in the "Notices" section of our eBranch Online Banking Service Agreement if you wish to withdraw your consent to electronic delivery, or you can email us a specific withdrawal request at [ebranch@nasafcu.com](mailto:ebranch@nasafcu.com). These are the only methods that you may use to revoke your consent to electronic delivery. **NOTE THAT UNSUBSCRIBING TO EMAILS FROM US USING ANY THIRD PARTY EMAIL PROVIDER TOOLS OR APPLICATIONS WILL NOT BE ACTED ON TO WITHDRAW YOUR CONSENT TO RECEIVE ELECTRONIC RECORDS.** After we receive your withdrawal request (as provided hereunder) and have a reasonable period of time to act on it (but not longer than 30 days), you will receive future Records in paper form. There may be a fee for paper Records. Please refer to our current Schedule of Fees.
- d. **Duty to Review Electronic Statements.** Duty to Review Electronic Statements. Your electronic periodic account statements (eStatements) will be dated the last day of preceding month. You must promptly access/review your eStatements and any accompanying items and notify us in writing within the applicable time period specified in your Member Services Agreement or Loan Agreement, whichever is applicable, of any error, unauthorized transaction, or other irregularity (also see the "Errors or Questions About Your Electronic Transactions" section in our eBranch Online Banking Service Agreement). If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or other irregularities. Any applicable time periods within which you must notify us of any errors on your account statements will begin on the statement date regardless of when you receive and/or open your eStatements.

**Hardware and Software Requirements.** To access RECORDS, you will need a personal computer that has the capability of running software that can access the internet and that can send and receive electronic mail. For accessing the internet we recommend that you use either the current versions of Chrome OR Safari or Microsoft® Internet Explorer 11.0 or higher. If you are reading this online, you have the necessary hardware and software to access RECORDS. To open and view any electronic Record we send, your computer system must be equipped with Adobe Acrobat DC or higher. You may download Adobe Acrobat for free at [www.adobe.com](http://www.adobe.com). For maximum performance, we recommend that you use either the current versions of Chrome OR Safari or Microsoft® Internet Explorer 11.0 or higher. To retain a copy of a RECORD, you will need a printer attached to your computer capable of printing web pages. To save your documents on your computer's hard drive or to some other media, such as a CD-Rom, you can use the "Save" feature of your internet software. You are responsible for configuring your system (i.e., installation, maintenance, and



operation of the hardware and software) to accommodate these REQUIREMENTS. We are not responsible for any errors, failures, or malfunctions of your hardware or software, nor are we responsible for any computer virus or related problems that may be associated with the use of an on-line system. In the event of any conflict between THESE TERMS and any instructional material provided with the hardware or software regarding our obligations to you, THESE TERMS will apply. If we change the minimum hardware or software requirements needed to access or retain RECORDS, then before the change takes effect we will notify you of the new requirements via email to your email address in our records OR BY POSTING NOTICE OF THE NEW REQUIREMENTS ON OUR WEBSITE.

### **eBranch Services.**

**In General.** You may use eBranch to:

- View current balance information and history of your accounts
- Transfer funds between your accounts (see General Terms in our eBranch Online Banking Service Agreement for more details about the types of transfers)
- View check copies online
- Download account history to Quicken
- Make a withdrawal by check from an account
- Open and fund certain new share accounts
- Request to skip a payment on eligible installment loans
- Apply for an installment or mortgage loan
- top payments on checks
- Perform self-service account maintenance, such as re-ordering checks, ordering copies of paid checks, stopping payment on checks, changing address and telephone number, and changing your eBranch Online Banking password
- Communicate with us using secure online email messages.

Some eBranch services may not be available for all accounts

**Electronic Alert Services.** After you enroll in basic eBranch, we will send you automatic email alerts (unless you revoke your consent for such automatic informational alerts as described in the "Information Changes; Consent to Receive Calls/Texts" section of our eBranch Online Banking Service Agreement). You also may separately enroll to receive eAlerts for other types of activity. Both automatic alerts and eAlerts:

- Will be sent to the email address you have provided as your primary email address for eBranch Online Banking. You can choose to have alerts sent to other addresses including a mobile device that accepts text messages.
- May be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.
- Are unencrypted. We will never include your password or full account number. However, alerts may include your name and some information about your accounts. Depending upon which alerts you select, information such as your account balance or the due date for your credit card payment may be included. Anyone with access to your email will be able to view the contents of these alerts.

**Mobile Banking Services.** Mobile Banking requires separate enrollment and approval. If you enroll in Mobile Banking and are approved as a Mobile Banking user, the following terms apply. By using Mobile Banking via Mobile App, you agree to the following terms.

- a. **Description of Mobile Banking Services.** Mobile Banking is a personal financial account management service that allows you to view balances and recent account activity, and conduct certain transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices (collectively, "Mobile Devices"). Mobile Banking includes Short Message Service (SMS)/Text Banking ("Mobile Text"), Wireless Application Protocol (WAP) Banking ("Mobile Web") and Mobile Application Banking ("Mobile App"). We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on our website at [nasafcu.com/mobilebanking](http://nasafcu.com/mobilebanking).

- b. **Use of Mobile Banking Services.** You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and then that you always use Mobile Banking in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Mobile Banking software ("Software"). We may change or upgrade Mobile Banking from time to time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device. From time to time, we may develop additional Mobile Banking Services. When such services are developed, you will have the opportunity to add them to your Mobile Banking Service, provided you have a compatible Mobile Device. Visa Lock/Unlock feature: When you place a lock on your credit or debit card via mobile banking, it will prevent most types of card transactions from being processed until you unlock the card. The lock will not stop existing recurring payments, returns and credits, dispute adjustments, travel notifications, deposits, check writing, PIN changes, in-branch withdrawals, credit card payments, credit card reward redemption or interest charges. Locking your card is not a replacement for reporting your card lost or stolen. This feature is available on the Mobile Banking app. You control the lock/unlock feature and are responsible for any costs or expenses related to the use of the feature. We are not liable or responsible for any harm caused by your use of this feature.
- c. **Relationship to Other Agreements.** You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Mobile Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly (see the "Notices" section of our eBranch Online Banking Service Agreement).
- d. **License.** Subject to your compliance with this Agreement, you are hereby granted a personal, limited, nontransferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the Software on your Mobile Device within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to download and install the Software to that new or different Mobile Device.
- e. **License Restrictions / Revocation.** This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking; (ii) your deletion of the Software from your Mobile Device; (iii) your noncompliance with this Agreement; or (iv) written notice to you at any time, with or without cause. In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Mobile Device. We and our service providers (which includes, without limitation, any provider of Software) reserve all rights not granted to you in this Agreement. These Mobile Banking Services terms will survive revocation of the License.
- f. **Software.** The Software shall be used solely in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software, (ii) copy or reproduce all or any part of the technology or Software, or (iii) interfere, or attempt to interfere with the technology or Software. The Software does not include various third party operating systems and applications that will be required to use the Software. You will be solely responsible for such third party software. You acknowledge that the Software contains trade secrets and other proprietary and confidential

information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You (a) will not print, copy, or duplicate any portion of the Software, (b) will not alter any copyright notices on the Software, (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with these terms, (e) only will use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of our procedures and requirements for use of the Software.

- g. **Use of Mobile Banking.** You agree that we may send you, by SMS/text, email, and other methods, communications relating to Mobile Banking, including without limitation welcome messages, information and requests for information relating to use of Mobile Banking. You agree to use Mobile Banking carefully, to keep your password confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by notifying us as specified in the "Notices" section in our eBranch Online Banking Service Agreement, and to cancel immediately your participation in Mobile Banking if you observe any material errors in the Mobile Banking Services.
- h. **Location Based Information.** If you use any location-based feature of Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you must cease using locationbased features of Mobile Banking.
- i. **Export Control.** You acknowledge that the Software is subject to the United States (U.S.)government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country such as Iran, North Korea, Sudan, and Syria.
- j. **Proprietary Rights.** You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.
- k. **User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c)violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);(d)be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f)be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- l. **No Commercial Use or Re-Sale.** You agree that the Mobile Banking Services are for your use only (for personal and business accountholders). You agree not to resell or make commercial use of Mobile Banking.
- m. **Fees.** You agree to pay for Mobile Banking in accordance with our current Schedule of Fees, as amended from time to time (see the "Fees" section in our eBranch Online Banking Service Agreement). Data connection required. Wireless carrier fees may apply. Message and data rates may apply.

- n. **Mobile Banking Services Limitations.** Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information. **YOU MUST NOTIFY US IMMEDIATELY IF YOUR MOBILE DEVICE IS LOST OR STOLEN (SEE "NOTICES" SECTION IN OUR eBranch Online Banking Service Agreement).** Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through eBranch. Information available directly through eBranch may not be available via the Mobile Banking software and may be described using different terminology. The method of entering instructions via the Mobile Banking software also may differ from the method of entering instructions through eBranch. We are not responsible for such differences, whether or not attributable to your use of the Mobile Banking software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.
- o. **Changes or Cancellation.** You may cancel your participation in Mobile Banking at any time. To delete the Mobile App, refer to the instructions for deleting a Mobile Application for your specific Mobile Device. For assistance with Mobile Banking cancellation or lost/stolen Mobile Devices, call 1888-NASA-FCU (627-2328), or email [support@nasafcu.com](mailto:support@nasafcu.com). We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

**Remote Deposit Service Terms and Conditions.** Remote Deposit Service requires separate enrollment and approval. If you enroll in Remote Deposit Service and are approved as a Remote Deposit Service user, the following terms apply. By using Remote Deposit Service via Mobile Web, Mobile App, and/or through Mobile Banking, you agree to the following terms.

- a. **Remote Check Deposit.** We will provide the Remote Deposit Service that permits you to submit electronic check images and associated information ("Check Images") to us via a TWAIN compliant scanner from your desktop or laptop computer ("Scanner") or an approved mobile device ("Mobile Device") for deposit to your account(s) in lieu of certain original checks ("Original Checks"). The Remote Deposit Service is only available if you enroll for it separately and you are enrolled in our eBranch electronic banking services (to use a Mobile Device with Remote Deposit Service, you also must enroll in Mobile Banking). In providing the Remote Deposit Service, we may utilize and rely upon one or more third party service providers to provide file acknowledgement, file transmission, database storage, database access, data communications and other services to the Credit Union. The Credit Union may change the service provider at any time. You waive any and all rights or recourse, directly or indirectly, against any service provider. You may submit Check Image deposits to us or our service provider only with respect to Original Checks that are acceptable for deposit into your account(s) and as further described in this Agreement. Check Image deposits are subject to all provisions of the account agreements between you and us that apply to check deposits. The total amount of Check Images we will accept on any one (1) day cannot exceed the amount set forth on the Remote Deposit Service home page. This amount may be modified by us from time to time without any prior notice to you. Notwithstanding the foregoing, we may choose in our sole discretion to process Check Images that exceed this limit.
- b. **Software Application.** The Remote Deposit Service includes the Software Application ("Application"). The Application resides on servers located at the Credit Union's service provider, and is made available to Credit Union members by means of the Internet. We grant you a limited, non-exclusive, and non-assignable right and license to have access to, and use of, the Application in accordance with the terms of this Agreement. Upon our acceptance of this Agreement, we will provide you with login access to the Application. The Application may be used solely in connection with the Remote Deposit Service and may not be used by you for any other reason. You may not grant any sublicenses to the Application. You agree that you will not (i) modify, change,

alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Application, (ii) copy or reproduce all or any part of the technology or Application, or (iii) interfere, or attempt to interfere with the technology or Application. The Application does not include various third party operating systems and applications that will be required to use the Application. You will be solely responsible for such third party software. You acknowledge that the Application contains trade secrets and other proprietary and confidential information, whether or not the Application contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Application. You (a) will not print, copy, or duplicate any portion of the Application, (b) will not alter any copyright notices on the Application, (c) will not make the Application available in any form to anyone except your employees and agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Application to inform them of the confidential nature thereof and to obtain their compliance with the terms herein, (e) only will use the Application for your internal business use or personal use and not for the benefit of any other person or entity, and (f) will comply with all Credit Union procedures and requirements for use of the Application. These provisions will survive termination of this Agreement.

- c. **Equipment and System Requirements.** At your sole expense, you must acquire a Scanner, Mobile Device and all other equipment, computer software and telecommunication services necessary for the Remote Deposit Service, furnish necessary electrical connections and surge protection to the equipment, and supply necessary electrical current for the operation of the equipment. Your Scanner or Mobile Device must be compatible with the Remote Deposit Service. Detailed descriptions of the types of equipment, devices and software compatible with the Remote Deposit Service are listed at [nasafcu.com/remotedeposit](https://nasafcu.com/remotedeposit). You will arrange with established telecommunication companies for the transmission of data between you and the Credit Union, and we will have no responsibility with respect to such companies or their services.
- d. **Check Image Requirements.** You will submit Check Images to the Credit Union in such format, with such information, as we may require from time to time. Without limiting the foregoing, you agree that:
- Check Images only may be submitted for Original Checks payable to you and drawn on financial institutions located in the United States. Exception items must be deposited in person at a branch location.
  - A Check Image may not be submitted for an Original Check drawn from the same account into which you are depositing the Check Image.
  - Check Images may not be submitted for "substitute checks" as defined by federal law.
  - Only one Check Image may be submitted for each Original Check.
  - Check Images may not be submitted for any Original Check that: is stamped with a "nonnegotiable" watermark; contains evidence of alteration to the information on the Original Check; is incomplete; is "stale dated" or "post-dated," or that has been returned not payable as a result of insufficient funds, stop payment or other reasons.
  - Prior to imaging, you will properly endorse each Original Check with the following: your name (i.e., signature); date of deposit (mm/dd/yy), and the words "NASA FCU for deposit via Remote Deposit only."
  - Before transmitting a Check Image to the Credit Union, you will (i) inspect the Check Image, (ii) compare the Original Check with the Check Image, (iii) verify that the Check Image clearly and accurately displays the payee, the drawer's signature, the date, the Original Check number, the amount, the MICR encoded information and all other information on the Original Check, and (iv) correct any errors.
- e. **Service Availability.** Generally, the Remote Deposit Service may be used 7 days a week, 24 hours a day (the "Service Hours"), provided, however, that Check Images only will be posted to your account as provided below in the "Acceptance and Rejection of Check Images" section. Access to the Remote Deposit Service may be unavailable on a regular basis for maintenance. Credit Union will use commercially reasonable efforts to cause the Remote Deposit Service to be accessible to you during the Service Hours, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of, or not reasonably foreseeable by, Credit Union, including, but not limited to, any Force Majeure Event as described in the "Force Majeure" section in our eBranch Online Banking Service Agreement. In the event of any interruption or failure of the Remote Deposit Service during Service Hours, other than as permitted herein, you will



promptly notify the Credit Union by contacting us as provided in the "Notices" section in our eBranch Online Banking Service Agreement. In the event that the Services are unavailable, you acknowledge that you can deposit an Original Check at our branches or through our ATMs or by mailing the Original Check to the Credit Union: NASA Federal Credit Union, P.O. Box 1588, Bowie, MD 20717-1588.

- f. **Acceptance and Rejection of Check Images.** Check Images are generally posted to your account the same day we accept them for deposit to your account (but we may delay posting in certain circumstances). A Check Image is accepted by us for deposit to your account when the Check Image transaction appears as "deposited" in your Deposit History in our eBranch electronic banking services. You are responsible to determine whether a Check Image has been accepted by us and deposited to your account by checking your Deposit History. We are not required to send you notice of acceptance. If a Check Image has a status of "pending," "submitted," or "held for review" in your Deposit History, the Check Image has not been accepted by us for deposit to your account. In our sole discretion, we may reject any Check Image. You agree that Check Images transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Availability of funds may vary and you may view availability timing for mobile deposits online. When we delay the availability of a deposit, the length of the delay is determined by counting the business days from the date of your deposit. For the purpose of this service, every day is a business day, except Saturday, Sunday, Federal and Credit Union Holidays.

We reserve the right to impose limits on the amounts or the number of deposits you transmit using the Services, and to modify such limits from time to time without any prior notice to you.

- g. **Retention and Disposal of Original Checks.** After we accept a Check Image for deposit, you will mark each Original Check "processed." You will retain each Original Check in a secure location for 45 days or for any longer period of time during which any dispute concerning such Original Check may exist (or for any longer period we notify you of). Upon our request at anytime or from time to time, you will deliver to us within one day all Original Checks in your possession. You will be responsible if any person receives presentment or return of, or otherwise is charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make a payment based on an Original Check that it already has paid. To reduce the risk of a second presentment, you will use a commercially reasonable method (e.g., shredding) to destroy Original Checks promptly after your retention period has expired (subject to your obligation to retain an Original Check for any longer period of time during which any dispute concerning such Original Check may exist, or for any longer period we notify you of). *You acknowledge that the Check Image thereafter will be the sole evidence of the Original Check.* You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of Original Checks.
- h. **Duplicate Presentment Return Checks and Corrections.** You acknowledge that if Check Images are dishonored and returned unpaid for any reason, including but not limited to duplicate presentment, we may charge back the Check Image to your account. We may correct the amount of any deposit by debiting or crediting your account(s) within a reasonable time after discovery of an error. Applicable fees will apply. Please refer to our Schedule of Fees. You will cooperate with us to investigate unusual transactions or poor quality transmissions. An image of a check submitted for deposit to the Credit Union using the Services must be legible, as determined in the sole discretion of the Credit Union. Without limiting the foregoing, the image quality of the check must comply with the requirements established by the American National Standards Institute/ANSI, the Board of Governors of the Federal Reserve Board and any other regulatory agencies, clearing house or associations. You agree that we will not be liable for any damages resulting from a check's poor image quality including those related to rejection for any reason it may be, or the delayed or improper crediting of a check as a result of the inaccurate information supplied by you regarding the check. All Check Images must meet any other requirements that we impose.
- i. **Your Representations Warranties and Covenants.** You warrant that you will only transmit Check Images that are acceptable for deposit and that you have handled the Original Checks in accordance with applicable laws, rules and regulations. For **Consumer Accounts**: you represent that you have duly executed and delivered this Agreement. For **Business Accounts**: you represent that you have taken all necessary action to authorize the execution, delivery and performance of this Agreement. For both **Consumer Accounts** and **Business Accounts**: with respect to each Check Image, you represent, warrant and agree that:

- Each Check Image transmitted to us is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the Original Check has no defense against payment of the Original Check;
  - The person on whose account the Original Check is drawn authorized the issuance of the Original Check in the amount stated on the Original Check and to the payee stated on the Original Check;
  - You are authorized to enforce each Original Check or are authorized to obtain payment of each Original Check on behalf of a person entitled to enforce such Original Check;
  - You will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the Original Check, or a paper or electronic representation of the Original Check) such that the person will be asked to make payment based on an item it has already paid; and
  - You make to the Credit Union all representations and warranties that the Credit Union makes or is deemed to make to any party pursuant to law, regulation or clearinghouse rule, including, without limitation, all warranties as defined in the Check Clearing for the 21st Century Act made by the Reconverting and Truncating Credit Union.
- j. **Privacy and Security.** Any security procedures required in connection with the Remote Deposit Service are strictly confidential. You will ensure the safety and integrity of deposited items from the time of receipt until the time of destruction of the Original Checks. You will take reasonable measures to safeguard your computer systems or Mobile Devices. At our request, you will perform a security assessment and/or review with Credit Union. If warranted in Credit Union's reasonable judgment, Credit Union reserves the right to monitor you, and you agree to cooperate with Credit Union to permit such monitoring, to confirm that you have satisfied your obligations. You are responsible for keeping all users' names and passwords secret and confidential, and for any communications or transactions that are made using your user names and passwords and any other obligation which may result from such use. You are responsible for requesting a new user name and password if you believe that any of your user names or passwords have been stolen or might otherwise be misused. You shall take appropriate actions to address incidents of unauthorized access to information concerning Original Checks and Check Images maintained by you, including notifying Credit Union as soon as possible of any such incident and fully informing Credit Union of the details of any such incident. You will report any breach of confidentiality promptly to Credit Union. See the "Notices" section of our eBranch Online Banking Service Agreement.
- k. **Securing Images on Mobile Devices.** Check Images captured using your Mobile Device are stored on the Mobile Device only until the associated deposit has been successfully transmitted to us. You agree to promptly complete each transmission. In the event that you are unable to promptly complete the transmission, you will ensure that your Mobile Device remains securely in your possession until the transmission has been completed or delete the Check Image from the Mobile Device.
- l. **Fees.** You agree to pay for Remote Deposit Services in accordance with our current Schedule of Fees, as amended from time to time (see the "Fees" section in our eBranch Online Banking Service Agreement).
- m. **Business Accounts. The following additional terms and conditions apply to Remote Deposit Service provided to members holding Business Account(s).**
- You will limit access to the Remote Deposit Service and the Original Checks to your employees involved in the submission of Check Images to the Credit Union. You will ensure that none of these employees are a national of a designated blocked country or "Specially Designated National," "Blocked Entity," "Specially Designated Terrorist," "Specially Designated Narcotics Trafficker," or "Foreign Terrorist Organization" as defined by the United States Office of Foreign Assets Control. Information that will help you make this determination is located at <http://www.treas.gov/offices/enforcement/ofac/>. Security procedures required in connection with the Remote Deposit Service will be disclosed only to those of your employees and agents who are required to know them.
  - You will adhere to all privacy and data protection laws and regulations applicable to you and/or the Credit Union with respect to gathering, processing, storing, using and disposing of non-public

personal information of consumers. Your information security program shall be designed to and implemented so as to ensure the security and confidentiality of such information, protect against any anticipated threats or hazards to the security or integrity of such information, protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer, and ensure the proper disposal of such information.

You agree from time to time, upon our request, to provide the Credit Union with current financial statements showing your financial condition, assets, liabilities and stockholder's equity and your current income and surplus and such other information regarding your financial condition, your business and your employees as we may reasonably request. We may monitor your compliance with this Agreement and you will cooperate with us. You agree to make your staff available for reasonable training at Credit Union's request. You will tell us immediately of any change of your address or any adverse change to your financial condition.