



NASA Federal Credit Union Mobile Banking Services Addendum to eBranch Online Banking Agreement

This is an addendum (“Addendum”) to your eBranch Online Banking Agreement (“Agreement”), and sets forth additional terms and conditions for use of the Mobile Banking Services (“Mobile Banking”) offered through NASA Federal Credit Union to you. Except where modified by this Addendum, the Agreement remains in effect. Terms defined in the Agreement that are not defined in the Addendum have the same meaning here. This Addendum and the Agreement constitute the entire agreement between us and you relating to Mobile Banking, supersede any other agreements relating to Mobile Banking, and may only be amended as provided in the Agreement. If there is a conflict between Agreement and this Addendum, the terms in this Addendum will govern your use of Mobile Banking.

I. ACCEPTANCE OF ADDENDUM

A. Accepting this Addendum.

By using Mobile Banking via Mobile Web, Mobile App, and/or by providing the verification code to complete your enrollment in Mobile Text, you agree to this Addendum.

B. Description of 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”). NASA Federal Credit Union 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.

C. Use of 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, NASA Federal Credit Union may develop additional Mobile Banking Services. When such services are developed, you will have the opportunity to add them to your NASA Federal Credit Union Mobile Banking Service, provided you have a compatible Mobile Device.

D. 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, Alltel, etc.), and that this Addendum 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.

II. MOBILE BANKING SOFTWARE LICENSE AGREEMENT

A. License.

Subject to your compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, 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.

B. License Restrictions / Revocation.

This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with Section V.B of this Addendum; (ii) your deletion of the Software from your Mobile Device; (iii) your noncompliance with this Addendum; 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 Addendum. The provisions of Sections I.A, I.C, I.D, II.B, III, IV and V of this Addendum shall survive revocation of the License.

C. 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 the terms of this Paragraph, (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. The provisions of this Paragraph will survive termination of this Agreement.

III. YOUR OBLIGATIONS

A. Use of Mobile Banking.

You agree that we may send you, by SMS/text, e-mail, 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 calling us at 1-888-NASA-FCU (627-2328), and to cancel immediately your participation in Mobile Banking as set out in Section V.B below if you observe any material errors in the Mobile Banking Services.

B. 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 location-based features of Mobile Banking.

C. 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 Cuba, Iran, North Korea, Sudan, and Syria.

D. 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.

E. 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.

F. 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.

IV. CHARGES AND TAXES

You agree to pay for Mobile Banking in accordance with our current fee schedule and as 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 Mobile Banking. In the future, we may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them in accordance with our [Schedule of Fees](#).

V. ADDITIONAL PROVISIONS

A. Mobile Banking Services Limitations.

1. 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.
2. 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.
3. 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.
4. 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.

B. Changes or Cancellation.

You may cancel your participation in Mobile Banking at any time:

1. To delete a Mobile Device enrolled in NASA FCU Mobile Text, either:

- a. Login to eBranch, choose Mobile Banking from the menu on the left side of the screen and choose the Remove Phone option for the applicable Mobile Device, or
 - b. Select "Mobile Text Settings" from the Mobile Banking menu inside Mobile Web and choose the Remove Phone option for the applicable Mobile Device.
2. To cancel your participation in NASA FCU Mobile Web, clear the cookies from your mobile browser and discontinue your use of Mobile Banking at m.nasafcu.com and through the Mobile Banking link at nasafcu.com or nasafcu.mobi.
3. 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 1-888-NASA-FCU (627-2328), ext. 805 or email 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.

C. Use of Data.

We and our service providers will use information you provide for purposes of providing Mobile Banking 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 Mobile Banking in a month).

D. Third Party Beneficiary.

You agree that our service providers may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries to this Addendum, with the power to enforce its provisions against you.

E. Limitations and Warranty Disclaimers.

We and our service providers disclaim all warranties relating to Mobile Banking or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised of, or had reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential 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 Mobile Banking Services or otherwise under this Addendum exceed \$5,000.