

NASA Federal Credit Union Electronic Alert (*eAlert*) Service Agreement

By accessing the NASA Federal Electronic Alert Service (*eAlert* Service), you agree to this Electronic Alert Services Agreement (the Agreement) as well as the terms as identified in the NASA Federal Member Services Agreement you received when you opened your account. A copy of the NASA Federal Member Services Agreement can be obtained by visiting nasafcu.com/agreements, by e-mailing NASA Federal at support@nasafcu.com, by visiting a branch office or by calling 301-249-1800 or toll-free 1-888-NASA-FCU (1-888-627-2328).

As used in this Agreement, the words "we", "our", "us" and "Credit Union" mean NASA Federal Credit Union. "You" and "your" refer to the account owner(s) entitled to use *eAlerts* and *eBranch* Online Banking. "Account" or "accounts" means your share and/or loan accounts at the Credit Union.

***eAlerts* Enrollment**

You must enroll in the ***eAlert* Service**. By enrolling in the ***eAlert* Service**, you agree to receive *eAlerts*, which are notifications via e-mail regarding account activity, such as balance status, posting of a specific check number or transaction amount.

Joint Accounts: If your share account is joint with another person, any one of you may subscribe to *eAlerts*.

Electronic Delivery of *eAlerts*

By clicking "Yes" on the *eAlerts* Agreement screen, you request us to provide *eAlerts* in accordance with the preferences you indicate in *eBranch* Online Banking. ***eAlerts* are informational and should not be relied upon to maintain and balance your account.** You are fully responsible for maintaining an accurate and up-to-date accounting of your account.

Change of E-mail Address

You agree to notify us immediately of any change in your e-mail address. You may change your e-mail address while logged in to *eBranch* Online Banking or notify the NASA Federal by fax to 301-249-0587 or mail: NASA Federal Credit Union, P.O. Box 1588, Bowie, MD 20715-1588.

Security

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. Data transferred via the ***eAlert* Service** is not encrypted. 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. We cannot and do not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others. You also acknowledge and understand that *eAlerts* will be accessible to anyone who has access to the e-mail address you designate.

Disclaimer of Warranty and Limitation of Liability: We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose or accuracy, about *eAlerts*. There is no warranty that this information, our efforts or this system will fulfill any of your particular purposes or needs. We do not and cannot warrant that *eAlerts* are accurate or that the *eAlert* system will operate without error, or that the ***eAlert* Service** will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that the credit union and our officers, directors, employees, agents and contractors are not liable for any punitive, indirect, incidental, special or consequential damages under or by reason of any services or products provided under this agreement or by reason of your use of *eAlerts*, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

Additional Terms and Conditions of Your Electronic Alert Agreement

The terms and conditions of your Membership and Account Agreement for each of your Credit Union accounts as well as your other agreements with the Credit Union, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of Maryland, except that the Maryland Uniform Computer Information Transactions Act does not apply to this Agreement or the **eAlert Service**. If any provision of this Agreement is found to be unenforceable, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. You may not assign or transfer this Agreement. This Agreement is binding upon your heirs and the Credit Union's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive the termination, cancellation or expiration of this Agreement.

Change in Terms

We may change any term of this Agreement at any time. If you do not wish to accept the change, you may terminate this Agreement by removing your request for eAlerts.

Our Right to Terminate: You agree that we can terminate our **eAlert Service** at any time.