



NASA Federal Credit Union eBranch Online Banking Service Agreement

By accessing the NASA Federal Credit Union's eBranch Online Banking Service (the Service), you agree to this eBranch Online Banking Agreement (the Agreement) as well as the terms and conditions identified in 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 or by visiting a branch.

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

NASA Federal's eBranch Online Banking Service is an electronic banking service that permits you to perform many finance-related functions on accounts linked to the Service through the use of your Internet connected device. Unless indicated otherwise, "accounts" refers to all of your share and loan accounts with us that you have linked to eBranch.

Accepting the Agreement: When you use any of the eBranch Online Banking 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. Enrollment

An account holder must enroll the account for access to eBranch. If there is more than one account holder, any account holder may enroll. You must separately enroll for certain eBranch Services, such as Bill Pay, eStatements, and Mobile Banking. To the extent allowed by 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. All joint owners can view and access all accounts linked to eBranch.

B. eBranch Services

1. By enrolling in basic eBranch you may:

- View current balance information and history of your accounts.
- Transfer funds between your accounts on either a one-time or recurring basis, including payments to a NASA Federal Credit Union installment loan or mortgage
- Transfer funds from your accounts to other NASA Federal Credit Union share accounts for which you have cross-account access
- Transfer funds from your accounts to deposit and investment accounts in other financial institutions
- Transfer funds from deposit and investment accounts in other financial institutions to your accounts and to NASA Federal Credit Union installment loans and mortgages.

- View check copies online
- Download account history to Quicken or Microsoft Money
- 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
- Stop 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 phone, and changing your eBranch Online Banking password
- Communicate with us using secure online e-mail messages.

Some eBranch services may not be available for all accounts

2. Terms and Conditions that Apply to all eBranch Services

a. Service Availability. Generally, you can use eBranch 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 PROVIDE eBRANCH ONLINE BANKING "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We are not responsible for any errors or failures caused by the malfunction of eBranch. We also are not responsible or liable for any computer virus caused by use of eBranch. We 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 are not liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or eBranch Online Banking, even if we have knowledge of the possibility of them. We 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

b. Security. The Online 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. We 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 our Online Banking 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 "challenge questions" to which you supply answers known only to you. Randomly or at specific times, eBranch will ask you to supply an answer to one or more of your pre-selected questions to verify your identity.

c. Electronic Alert Services. After you enroll in basic eBranch, we will send you Automatic e-mail Alerts. Basic eBranch sends Automatic Alerts following certain changes made to your account using basic

eBranch, such as a change in your e-mail or home address, telephone number, or password. You also may separately enroll to receive eAlerts for other types of activity. See eAlert Enrollment below. Both Automatic Alerts and eAlerts (Alerts):

- Will be sent to the e-mail address you have provided as your primary e-mail address for 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 e-mail will be able to view the contents of these Alerts.

d. 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.

e. 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. You can contact us through your eMailbox inside of eBranch or by e-mail at support@nasafcu.com or as described in the Member Services Agreement under "Notices."

f. Your Liability for Unauthorized Transfers. Tell us immediately by calling us as directed in the Member Services Agreement under "Notices" 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).

This paragraph applies 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.

This paragraph applies only to Consumer Accounts. 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.

g. 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 directed in the Member Services Agreement under "Notice." 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.

This paragraph applies 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.

h. This paragraph applies 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 the Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Online Banking Arrangement or the 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 or telephone, the disconnection of your telephone line by your local telephone company or from deficiencies in your line quality, or any defect or malfunction of your PC, operating software, modem, or telephone line

i. Our Liability For Transfers

This paragraph applies 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.

This paragraph 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.

j. 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.

k. Termination. At any time, we may terminate your right to use eBranch. 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.

l. Fees. See our [Schedule of Fees](#).

m. 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.

n. 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. Make the change in eBranch or contact us by telephone in time for us to receive your request 3 business days or more before the payment is scheduled to be made. Within 14 days, you must put your stop payment request in writing (if you called us). You may also put a stop payment on a check through eBranch, in a branch office or by telephone. There is a charge for stopping payment on a check.

This paragraph 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.

C. Terms of Particular Online Banking Services

1. 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 have the authority to transfer funds. It may take up to three (3) 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.

a. Processing

- 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 credit cards and mortgages only may be made on a one-time immediate 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.

b. 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 will be processed from the funding account at the beginning of the business day requested.

For all transfers to and from other financial institutions, the submission cut-off time is 10:00 PM. Any transfer submitted after the cut-off time will be initiated 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.

Future-dated and recurring transfers may be canceled prior to 10:00 PM on the business day before the date the transfer is scheduled to be made. All cancellations must be submitted within eBranch and are the sole responsibility of the account owner.

c. Transfers to Credit Accounts. Payments to a credit card or mortgage account will be credited on the business day following the date the transfer request is submitted. Updates to account balances, funds availability, and transaction posting may take up to 2 business days.

d. 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.

e. Limitations on Dollar Amounts for Transfers.

- One-time transfers, scheduled, and recurring transfers between accounts with NASA Federal Credit Union can be for any amount between \$.01 and \$9,999,999.99, but not more than the available share balance.
- Transfers to another institution are limited to \$10,000.00 per day, but not more than the available "to account's" share balance, including any overdraft protection limits that apply to the "transfer from" account.
- All transfer limits are subject to temporary reductions to protect the security of member accounts and/or the transfer system.

2. 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.

3. Electronic Statement Services (eStatements)

You may enroll to receive electronic statements (eStatements) in lieu of paper, including your account statements for deposit and loan accounts (except credit card statements). Refer to the Electronic Statement (eStatement) Service Agreement for additional terms and conditions.

4. eAlert Services

The eAlert Services enable you to:

- Receive Alerts via e-mail or mobile device
- Monitor specific account activity more closely
- Customize your Alerts with account nicknames
- Customize the exact mix of Alerts you would like to receive

You are not required to enroll in eBranch to enroll in eAlerts. eAlerts are informational and should not be relied upon to maintain and balance your account. You are fully responsible for maintaining accurate and

up-to-date bookkeeping of your account. Refer to the Electronic Alert (eAlert) Service Agreement for additional terms and conditions.

5. 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 Addendum to this Agreement for additional terms and conditions.