

Online Access Agreement and Disclosure Statement

What this Agreement Covers

Please read this Agreement and Disclosure Statement carefully and keep it for your records. When you first access Online Banking (including access via cell phone or other handheld mobile device, or streaming device collectively referred to as "Mobile Device"), check to confirm that each online account is an account that should be included in your subscription to Online Banking at NavyArmy. This agreement states the terms and conditions that apply when you open qualifying account(s) on the Internet, Internet-enable qualifying account(s), access account information over the Internet, or transfer funds between qualifying Internet-enabled accounts. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement.

Explanation of Certain Terms

- "We", "us", "our", "Newgen", "Bank" and Credit Union" means Newgen Bank / Credit Union
- "You", and "your" mean an individual person or business entity that we permit to use the Internet banking services subject to the terms of this agreement.
- "Company representative" means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our online banking service.
- "Internet-enable" your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.
- "Online Banking" means the services provided under this agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.
- "Online" means through the Internet by use of a personal computer or other screen-based electronic device.
- "Account" means a deposit, loan or other account for which transactions may be performed using our Online Banking service.
- "Consumer account" means an account established primarily for personal, family, or household use.
- "Business account" means an account established primarily for purposes other than personal, family, or household use.
- "Access codes" include the member identification number, log-in, password and any other means of access to our Online Banking service we establish or provide for you.
- "Mobile Device" includes cell phone or other handheld mobile device, or streaming device.

We do not have joint agreements for our Online Banking service. If you are an individual or sole proprietor, you are the only member under this agreement. However, any of the accounts to which you have access through our Online Banking service may be jointly owned with, or joint obligations with, others.

Online Banking E-Sign Disclosure and Consent

This agreement governs notifications provided through Online Banking, and informs you of your rights and responsibilities and the terms and conditions associated with the service you have requested. This statement requests your consent to permit Navy Army Community Credit Union to provide communications and information to you in secure electronic form rather than in paper form for your selected accounts. Before you decide whether or not you wish to give your consent to receiving electronic notices and records, you should read and consider the following information. Then, if you decide to consent, you can click the "Agree" button at the bottom of this statement. The words "the Service" refers to electronic disclosure service.

Scope of Communications to Be Provided in Electronic Form

When you use a product or service to which this disclosure applies, you agree that we may provide you with any communications in electronic format, and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

All legal and regulatory disclosures and communications associated with the product or service available through the Online Banking for your Account.

- Notices or disclosures about a change in the terms of your Account.
- Privacy policies and notices.

Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available.

How to Withdraw Consent

You may withdraw your consent to receive communications by contacting us by telephone at 800-622-3631 and/or write us at: Navy Army Community Credit Union PO Box 81349 Corpus Christi, TX 78468-1349. No fees will be imposed to process the withdrawal of your consent to receive electronic communications; however your access and use of the Service will be terminated. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records

It is your responsibility to provide and maintain a current e-mail address. You can update information by contacting us by telephone at 800-622-3631 and/or write us at: Newgen Bank / Credit Union PO Box 33634 Tampa, FL 78468-1349.

Hardware and Software Requirements

In order to access, view, and retain electronic communications that we make available to you, you must have:

- Internet browser that supports 128 bit encryption.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- An e-mail account with an Internet service provider and e-mail software in order to participate in our electronic communications programs.
- An operating system and an Internet connection capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above.

Requesting Paper Copies

We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after

we first provided the electronic communication to you. To request a paper copy, please submit your request to info@navyarmyccu.com.

Communications in Writing

All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this disclosure and any other communication.

Consent

By selecting "Agree" you consent to receive all communications regarding products and services that are offered through our online service. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic communications to you.

Upon receipt of your consent, we will notify you at your registered e-mail address each time we prepare a statement for an account that you have selected. We will send you an email letting you know that the notice or disclosure is available online. You will be required to enter your Log In ID and password to view the electronic communication. You agree it is your sole responsibility to protect your password from unauthorized persons. You agree that it is your responsibility to ensure that the electronic communication cannot be intercepted or viewed by others. You agree that Newgen has no control as to the persons who have access to your personal computer and your password once it is in your possession. Newgen will not be liable for any unauthorized access to your personal computer or your passwords. The terms and conditions of this section of the agreement are in addition to the terms and conditions of any and all other deposit account and credit agreements you have with the Credit Union, including all such disclosures made pursuant to such agreements. You further agree to abide by any terms or conditions, which may be added because of future enhancements to the Service.

Online Account Access

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner/obligor on the account in our records for it to qualify. Any account requiring more than one signature for withdrawal, draw or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying account. Please refer to the online help and instructions on how to use our Online Banking service.

You, or someone you have authorized by giving them your access code (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Transfer funds between qualifying accounts;
- Obtain information that we make available about qualifying accounts; and
- Obtain other services or perform other transactions that we allow.

Security Procedures

A. Access Codes

To use our Online Banking service, you must use the access codes we establish or provide for you. Keep them confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your access codes will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts which are accessed by those access codes, even if those accounts are in your name with another person. None of our employees will contact you via phone or e-mail requesting your access codes. If you are contacted by anyone requesting this information, please contact us immediately at our phone number shown in the section below entitled Notify us IMMEDIATELY for Unauthorized Transactions.

B. Browser Security

Some internet browsers may save users names and passwords. This will automatically complete any login for you and may allow people at your computer or mobile device to use your logins without knowing your passwords. For your security, review your internet browsers "Help" section to clear cookies (cookies are small data files that stay on your computer or other mobile device by the web server when a site is visited) or contact their Customer Support to see if this option is available and how to disable this option.

It is your responsibility to obtain and maintain your internet browser to ensure that your connectivity is secure and is in accordance with applicable requirements, including any requirements of web server companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining and securing our Online Banking service.

C. Your Obligations for Consumer Accounts

In addition to protecting your access codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service.

D. Your Obligations for Business Accounts

You agree that we may send notices and other communications, including Access Code confirmations, to the current address for your business shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

In order to prevent unauthorized access to your Online Accounts and unauthorized use of the Services, you agree to maintain the confidentiality and security of the Access Codes, and to instruct all Administrators and Authorized Users also to maintain the confidentiality and security of the Access Codes. You agree to notify us immediately if you believe your Access Codes may have become subject to unauthorized use. We will have no liability to you for any unauthorized payment or transfer made using your Access Codes that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your Access Codes even without receiving such notice from you if we suspect your Access Codes are being used in an unauthorized or fraudulent manner. You recognize that anyone possessing the Access Codes can access your Online Accounts and initiate transactions on those Accounts. You agree that you are responsible for maintaining the confidentiality and security of all Access Codes, and for implementing the necessary internal controls, balancing and reconciliation functions, and audit procedures to protect your Online Banking subscription and all your Online Accounts from theft or misuse.

E. Commercially Reasonable Security Procedures for Business Accounts

By entering into this agreement and using our Online Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or

our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

Liability Provisions for Consumer Accounts

A. Your Liability for Consumer Accounts

Your Liability for Authorized Transactions. You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person.

Notify us IMMEDIATELY for Unauthorized Transactions. Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit). You may call or write:

- Telephone us at 800-622-3631 or 361-986-4500 during Member Service hours;
- Write us at:
Navy Army Community Credit Union
PO Box 81349
Corpus Christi, TX 78468-1349

If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

Your Liability for Unauthorized Transactions. If you tell us within 2 business days after you learn of the loss or theft of your access codes involving a consumer account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, if your statement for a consumer account shows transfers covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money 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 a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

Transfers Involving Insufficient Funds. If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee (Returned Item fee) under the terms governing the account from which you made, or attempted to make, the transfer.

B. NavyArmy's Liability for Consumer Account

If we do not complete a transfer from a consumer account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.
- If any transfer would go over the credit limit of any account.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
- If you do not instruct us soon enough for your transfer to be received and credited.
- If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

C. Error Resolution for Consumer Account

In Case of Errors or Questions About Transactions Involving Consumer Accounts. This section applies only to transactions covered by this agreement and that involve consumer accounts. As soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement call or write us at:

- Telephone us at 800-622-3631 or 361-986-4500 during Member Service hours;
- Write us at:
Navy Army Community Credit Union
PO Box 81349
Corpus Christi, TX 78468-1349

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 (if any).
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error and/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 so that we receive it within 10 business days.

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 provisionally 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 are not required to provisionally 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 provisionally credit your account for the amount you think is in error. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Liability Provisions for Business Accounts

A. Your Liability for Business Accounts

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted access codes yourself. You may call a branch representative for assistance with terminating an authorized user or company representative. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes. This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you

can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.)

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

B. NavyArmy's Liability for Business Account

We will make every reasonable effort to provide full performance of our Online Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C. Error Resolution for Business Account

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial Institutions may send or make available to you. You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care.

You may call or write:

- Telephone us at 800-622-3631 or 361-986-4500 during Member Service hours;
- Write us at:
Navy Army Community Credit Union
PO Box 81349
Corpus Christi, TX 78468-1349

As soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

Online Banking Services – These sections provide information and additional terms and conditions for use of NavyArmy's Online Banking services whether the service is provided directly through NavyArmy or by one or more Service Providers that we have engaged to render the services to you on our behalf.

A. Payments and Transfers

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the right to limit or suspend access to our Online Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

If any qualifying accounts are money market deposit accounts or savings (share) deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any specified period. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, order or instruction.

- Transfers Within Credit Union

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers.

Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online Banking cut-off time on any business day, will be considered made on the following business day. Information you obtain about your accounts using our Online Banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

- Transfers to External Accounts

You may use this Consumer ACH Payment Service, which may also be referred to as the Transfer to External Account Service, to send payments via the Automated Clearing House network ("ACH") to a deposit account that is held at a financial institution other than NavyArmy. You may request the Consumer ACH Payment Service and designate certain types of consumer NavyArmy Online Accounts, including checking, savings and certain money market accounts, from which these payments will be made (the "ACH Account"). By completing and submitting an ACH Request Form or permitting anyone to initiate a payment via ACH from the ACH Account, you agree to the terms and conditions of this Section.

This Section incorporates: (a) the designations and other information you provide in each ACH Request Form you complete and submit; (b) any instructions or additional information that may be provided to you regarding the Consumer ACH Payment Service by us or through Online Banking; and (c) the Entry Settlement Limit that we may separately communicate to you. Unless otherwise defined in this Agreement, all capitalized terms shall have the meaning given to them in the NACHA Operating Rules and Guidelines. This Section covers only ACH credit entries (which are transfers from your ACH Account to a deposit account held at another financial institution), and does not apply to the processing and transmission of ACH debit files, batches or items or other ACH credit entries, which may not be initiated under this Section or this Agreement.

Explanation of Certain Terms

- "We", "us", "our", "NavyArmy" and "Credit Union" means Navy Army Community Credit Union
- "You", and "your" mean an individual person or business entity that we permit to use the Internet banking services subject to the terms of this agreement.
- "Access codes" include the member identification number, log-in, password and any other means of access to our Online Banking service we establish or provide for you.

- "Account" means a deposit, loan or other account for which transactions may be performed using our Online Banking service.
- "ACH Software" means the software that we use to provide the Consumer ACH Payment Service.
- "Authorized ACH User" means an individual who is an owner of the ACH Account and has access to the ACH Account via NavyArmy Online Banking service.
- "Collected Funds" means "Available Funds" in the ACH Account
- "Company representative" means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our online banking service.
- "Consumer account" means an account established primarily for personal, family, or household use.
- "Corrected Entry" means an Entry submitted to correct an Incorrect Entry.
- "Entry" means an ACH credit entry file (including any batches contained within a file) which is submitted to us for processing under your subscription to Online Banking.
- "Entry Window" means those specific times in each Business Day during which we may collect and process Entries via our ACH systems.
- "External Account" means a deposit, loan or other account for which transactions may be performed using NavyArmy's Online Banking service but is not a NavyArmy account.
- "Fed" means the Federal Reserve Bank, to which all Entries for Recipients to be paid through other financial institutions must be sent.
- "Incorrect Entry" means an Entry for which the ACH file, as determined by us in our sole discretion, fails to conform to the requirements of any and all applicable NACHA Operating Rules and Guidelines or contains a mistake.
- "In-Process Entry" means an Entry initiated through your subscription to Online Banking and in process on any date for which settlement has not occurred.
- "Intended Transmission Date" means the last date on which we may transmit an Entry to the Fed in order for the Entry to settle with the Recipient on the Requested Settlement Date.
- "Last Fed Entry Window" means the last Entry Window during which we may transmit Entries to the Fed. This Entry Window currently is scheduled for 6 PM Central Time.
- "Mobile Device" includes cell phone or other handheld mobile device, or streaming device.
- "NACHA" means the National Automated Clearing House Association.
- "Online" means through the Internet by use of a personal computer or other screen-based electronic device.
- "Online Banking" means the services provided under this agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying

accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.

- "Over limit Prepaid Entry" means an Entry that would cause the aggregate amount of all Entries submitted under your subscription to Online Banking to exceed the Prepaid Entry Settlement Limit.
- "Participating Depository Financial Institutions" means, collectively, NavyArmy and all other financial institutions holding accounts held by you and Recipients which are accessible through an applicable regional clearing house association.
- "Prepaid Entry Settlement Limit" means the maximum aggregate amount of all In-Process Entries that we will permit you to have outstanding at any given time. We will separately communicate the amount of the Prepaid Entry Settlement Limit to you in writing, and may increase or decrease this Limit by written notice to you at any time.
- "Recipient" means the person, entity or other organization holding the account to be credited at a Participating Depository Institution pursuant to an Entry.
- "Requested Settlement Date" means the date you initially request as the date for an Entry to settle with its Recipient.
- "Rules" mean the operating rules and operating guidelines of the applicable regional clearing house association and NACHA.
- "Settlement Date" means, with respect to any Entry, the date on which such Entry is reported to the account of NavyArmy by the applicable Federal Reserve Bank in accordance with the Rules.

You may make payments via ACH through Online through Online Banking, subject to the following restrictions and conditions:

Authorization for Consumer ACH Payment Service

You authorize and direct us to process each Entry submitted through the Consumer ACH Payment Service and in compliance with the Security Procedures described below. You are responsible for generating and authorizing all Entries and delivering the same to us in the form and format specified in this Section and by the system providing the Consumer ACH Payment Service.

Security Procedures

In addition to using the Access codes described in this section you and each Authorized ACH User also must use the security techniques that NavyArmy has established specifically for the Consumer ACH Payment Service, which may include the use of randomly generated numbers and/or tokens or other security devices. These additional security techniques, together with the Access codes, are referred to as the "ACH Security Procedures." NavyArmy may change the ACH Security Procedures as provided herein, and will provide instructions to you about the requirements of the ACH Security Procedures in effect from time to time. You agree that you and each Authorized ACH User will take all actions required to comply with the ACH Security Procedures, including maintaining the confidentiality and security of your Access codes and any security devices, changing your Access codes from time to time, and immediately reporting any suspected loss or unauthorized use of Access codes or a security device. You agree to assume the risk of loss with respect to any ACH transfer initiated by any Authorized ACH User who has

failed to comply with the ACH Security Procedures, and you agree to hold NavyArmy harmless from and against any loss caused by this failure.

Your Agreement to Security Procedures

You agree that the ACH Security Procedures constitute a commercially reasonable security procedure for you and your transactions. You agree to be bound by any Entry (or any request to reverse or cancel an Entry) for a transfer initiated through your Online Banking subscription and accepted by us in compliance with the ACH Security Procedures, regardless of whether or not you or any Authorized ACH User actually authorized the Entry. If an Entry is accepted by us in compliance with the ACH Security Procedures, and the Entry contains any error, to the full extent allowed by law you shall be liable for, and shall indemnify us against, the amount of the Entry and all claims and all of our losses and expenses, including attorneys' fees, relating to the erroneous Entry. Our records demonstrating compliance with the ACH Security Procedures with respect to any Entry will be deemed conclusive proof that the Entry received by us was authorized and you are bound by that Entry.

If an Entry (or any request to reverse or cancel an Entry) received by us was transmitted or authorized by you or any Authorized ACH User, you shall be obligated to pay the amount of the Entry regardless of (i) whether or not we complied with the ACH Security Procedures with respect to that Entry, (ii) whether or not that Entry was erroneous in any respect, and (iii) whether or not that error would have been detected if we had complied with the ACH Security Procedures.

You acknowledge and agree that in the event you, whether acting directly or through an Authorized ACH User, request us to accept any Entry made using any security procedures other than the ACH Security Procedures (which we may accept or refuse at our discretion), then you will be deemed to have chosen other security procedures after we offered and you refused security procedures that were commercially reasonable for you, and you expressly agree to be bound by any Entry, whether or not authorized, issued in your name in accordance with such other security procedures.

Prepayment for Entries

You authorize us, immediately upon our receipt of any Entry, to debit the ACH Account for the Collected Funds required by that Entry. You understand that, because of the automated systems used to provide ACH services, we automatically will debit the ACH Account for that Entry, even if the Entry subsequently will be suspended, as described below in the provision regarding Incorrect Entries, in the provision regarding Entries that contain an ACH debit file, batch or item, and in the provision regarding Overlimit Prepaid Entries and In-Process Entries. You agree that, whenever you submit an Entry to us for processing and transmission, you must have Collected Funds in the ACH Account in an amount equal to or greater than the Entry, or, if more than one Entry is submitted, the aggregate amount of the submitted Entries. You understand that we may debit the ACH Account either by actually deducting funds from the ACH Account or by placing a hold on funds in the ACH Account. In either case, once we have debited the ACH Account for the funds required by the Entry, those funds will not be available to you for any other purpose, including the payment or settlement of other items from that ACH Account.

Timing for Prepayment of Entries

You acknowledge that we transmit Entries to the Fed only during certain Entry Windows. You agree that, regardless of your requests or instructions to us, we have no obligation to transmit any Entry to the Fed on a particular day unless there are Collected Funds in the ACH Account for that Entry before the Last Fed Entry Window for that day. You agree that, in the event the Collected Funds required for any Entry do not become available in the ACH Account until after the Last Fed Entry Window on the Intended Transmission Date, we are authorized to debit the ACH Account for the Collected Funds required for that Entry on the Intended Transmission Date, even though we may not transmit the Entry until an Entry Window on the next Business

Day.

You acknowledge and agree that, if the Collected Funds required for any Entry do not become available in the ACH Account until after the Last Fed Entry Window on the Intended Transmission Date, then the Entry may not settle with its intended Recipient until a date after the Requested Settlement Date.

Prohibited Payments

You agree not to use the Consumer ACH Payment Service to make any payment IAT entries including, but not limited to, using funds that were sent to you from outside the United States if the funds were accompanied by instructions specifying one or more payments to be made with those funds or to make a payment outside the United States or for any payments that violate applicable law or any other agreements with NavyArmy.

Insufficient Collected Funds

If you do not have sufficient Collected Funds in the ACH Account for any Entry, we have no obligation to process or to transmit that Entry, and may suspend processing of that Entry. If you have submitted more than one Entry, we may process and transmit only those Entries for which you have Collected Funds. **You acknowledge and agree that, if you submit an Entry for which there are insufficient Collected Funds in the ACH Account at the time of submission, then**

- The Entry may be deleted from our ACH system and never settle with its intended Recipient, or
- Even if Collected Funds should become available in the ACH Account at a later time, the Entry may not settle with its intended Recipient until a date after the Requested Settlement Date.

Entries Under This Addendum May Not Contain Debit Files, Batches or Items

You agree to include only ACH credit files, batches and items within an Entry submitted under this Agreement. You agree that, if any Entry submitted under this Agreement contains an ACH debit file, batch or item, we have no obligation to process or to transmit that Entry and we may suspend that Entry, even if you have Collected Funds available in the ACH Account for that Entry, and we already have debited those Collected Funds from the ACH Account.

If we receive an Entry that contains an ACH debit file, batch or item, we may attempt to notify you regarding the suspension of that Entry, but you agree that we shall have no duty to correct the Entry by deleting the ACH debit file, batch or item, and no liability to you for failure to provide this notice.

Any Entry that contains an ACH debit file, batch or item will be considered an Incorrect Entry. You understand that any hold on Collected Funds covered by an Entry that contains an ACH debit file, batch or item will remain until earlier of: (i) the Entry Window occurring after you have submitted to us an authorization to delete the Incorrect Entry, and after we have had a reasonable period of time to act on that authorization; or (ii) our completion of nightly system processing on the Requested Settlement Date.

You acknowledge that, if you submit another Entry to replace an Entry that contains an ACH debit file, batch or item, and we receive the Corrected Entry before receiving your authorization to delete the original Entry or we receive both the Corrected Entry and the authorization to delete during the same Entry Window, the Corrected Entry will be processed first, and the Collected Funds required for the Corrected Entry will be debited from the ACH Account before the amount of Collected Funds debited for the original Entry can be credited to the ACH Account.

We make no representation or warranty with respect to the amount of time that may pass before a credit posts to the ACH Account upon the deletion of any Entry. You acknowledge that,

depending on when we receive the authorization to delete an Entry, the credit to the ACH Account for the deleted Entry may not be posted until the next business day following your submission of that authorization.

You acknowledge and agree that, because of the automated systems used to provide ACH services, if you submit any Entry that contains an ACH debit file, batch or item, then:

- The Entry may be deleted from our ACH system and never settle with its intended Recipient; and
- The Entry will be considered an Incorrect Entry.

Overlimit Entries; Entries In Excess Of Entry Settlement Limit

You agree that we have no obligation to process or to transmit an Overlimit Entry. We will treat each submission of an Overlimit Entry as your request for approval of an increased Entry Settlement Limit, which we may grant or deny at our sole discretion. If you submit an Overlimit Entry, we may suspend the Overlimit Entry and any or all In-Process Entries, even if you have Collected Funds available in the ACH Account for the Overlimit Entry and the In-Process Entries, and we already have debited Collected Funds from the ACH Account for any or all of those Entries. For each Entry suspended because your In-Process Entries exceed the Entry Settlement Limit, we will evaluate your request for an increased Entry Settlement Limit and notify you as promptly as practicable, but in no event later than two (2) business days after suspending the Entry, whether we will: (i) process and transmit that Entry; or (ii) reject that Entry and credit the ACH Account for the amount of that Entry.

If you wish to initiate an Entry that would cause the amount of In-Process Entries to exceed the Entry Settlement Limit, you may submit to us your request to initiate an Entry that otherwise would be an Overlimit Entry. You must submit your request at least two (2) business days prior to the date on which you wish to initiate the Entry that otherwise would be an Overlimit Entry. We may require you to provide financial or other information in order to assist us in evaluating your request. We may grant or deny your request in our sole discretion.

You acknowledge and agree that, because of the automated systems used to provide ACH services, if you submit any Overlimit Entry, then:

- The Overlimit Entry and any related In-Process Entry may be suspended and we will determine whether to approve the processing of all of those Entries; and
- Even if we determine to approve the processing of Entries in excess of your Entry Settlement Limit, the Overlimit Entry and related In-Process Entries may not settle on the Requested Settlement Date unless you have allowed an additional two (2) business days for processing those Entries.

Reversing Erroneous Files, Batches or Items and NOC's

If you send an Incorrect Entry, batch or item, you must contact us to request us to initiate a reversal of that file, batch or item within one business day. You agree and acknowledge that if we receive a Notice of Correction ("NOC") file from another financial institution that results from an Entry you submit, the Entry that caused the NOC will be discontinued.

Multiple Entries

If you submit multiple Entries during a single Entry Window, we may process those Entries in any order as determined by us in our sole discretion. If there are insufficient Collected Funds in the ACH Account to pay any Entry, we may suspend that Entry and process any remaining Entries. If you submit one or more additional Entries while a previous Entry remains suspended,

we will process the additional Entries, and then will re-process each suspended Entry to determine whether there are sufficient Collected Funds in the ACH Account for that Entry.

Your Additional Obligations

Delivery. You shall be solely responsible for submitting all Entries within the time periods specified in the Instructional Material and, upon our request, for delivering to us any other data, information, instruments, and documents relating to each Entry submitted through the ACH Payment Service. We may reject any Entry determined by us, in our sole discretion, to have been submitted after or before the time required by any applicable schedule or deadline.

Training Authorized ACH Users. You are solely responsible to assure that each Authorized ACH User shall be trained on and familiar with the systems used to provide the ACH Payment Service and NACHA's Rules.

Scope of the ACH Payment Service

We will process and transmit the Entries submitted through the ACH Payment Service to the Participating Financial Depository Institutions, subject to the Rules and this Agreement. We have no obligation to act on, correct, reverse, adjust, or stop payment or posting of Entries or Entry data that does not comply with the requirements or deadlines of NavyArmy or the Rules. We have no obligation to detect errors with respect to any Entry. However, if we detect an error with respect to an Entry, we will attempt to give you notice of the error, and you agree to furnish to us corrections promptly via the systems that provide the ACH Payment Service or as we shall direct. If you discover that any Entry is in error, you immediately shall give telephonic notice to us of the complete nature of the error and each affected Entry, and immediately thereafter shall confirm your telephonic notice in writing. You have no right to reverse, adjust or stop payment or posting of any Entry after the Entry has been transmitted by us or subsequent to any earlier time as the Rules or we may prescribe from time to time, except in accordance with procedures contained in the Rules, or any other applicable agreement. We reserve the right to limit the nature and amount of the Entries processed under this Agreement and to refuse to process any Entry if, in our sole judgment (a) there is reasonable cause to believe that any Entry will be returned or will not settle in the ordinary course of the transaction for any reason, (b) to do otherwise would violate any limit set by the applicable clearing house association or any governmental authority or agency to control payment system risk, or (c) an Entry would create an overdraft of an ACH Account. If any of the foregoing actions are taken by us with respect to a particular Entry, we will notify you as promptly as practicable, but in no event later than two (2) business days after our decision. We have no obligation at any time to process any Entry that exceeds the Collected Funds in the ACH Account at the time that you initiate the Entry. We have the right, but not the obligation, to refuse to process any Entry for the purpose of determining whether you authorized the Entry, and shall incur no liability for any delay caused by exercising this right. We have no obligation whatsoever at any time to verify any Entry or to confirm that the Entry is initiated to make employee, tax or vendor payments, and we will have no liability for failing to verify any Entry or confirm the purpose of any Entry.

Effect of Rules

You agree to comply with and be bound by the Rules, as they may be amended from time to time, including all limitations and requirements imposed upon you as an "Originator" under the Rules. Any changes in the Rules shall be deemed automatically to amend this Agreement, effective as of the date the changes in the Rules become effective. You agree that no Rule shall be deemed to diminish our rights under this Agreement, except in the case of direct conflict, in which event the Rules shall control. Without limiting the foregoing, we may issue from time to time operating rules and procedures to you describing the operating procedures for the ACH Payment Service. From time to time, we may also issue updates to the operating rules and

procedures. You agree that you will access and utilize the ACH Payment Service in accordance with our operating rules and procedures.

Fees

You agree to pay the fees for the ACH Payment Service as listed herein, in Online Banking and/or in an applicable fee schedule. Applicable fees for this Service will apply, regardless of whether the transfer is completed. You agree to pay any and all applicable fees, and you authorize us to deduct the amount of each fee from the applicable ACH Account. You also agree to pay and reimburse us for all governmental and third party fees or taxes arising out of or related to our providing the ACH Payment Service to you.

Reliance on Your Instructions

You understand and agree that, unless we, in our sole discretion, elect to do so (and even then we will be acting in our own interest and not on your behalf), we will not verify the terms of any Entry submitted through the ACH Payment Service. You are solely responsible for the accuracy and completeness of all data, instructions or other information regarding any Entry that is provided to us. You authorize us to process each Entry submitted through the ACH Payment Service in accordance with the information that we receive from you in accordance with the ACH Security Procedures. We shall have no responsibility for any erroneous information you provide, and no liability for any losses you may suffer that arise from or relate to any erroneous information you provide for any Entry submitted through the ACH Payment Service.

Limitation of Liability

Except as otherwise required by applicable law, neither we nor third party service providers or their affiliates shall be liable, and you release and waive any and all claims against us, our affiliates, third party service providers or their affiliates for any and all losses, damages, claims, judgments, costs and expenses incurred by you or by any other person or entity, whether or not acting as your agent or employee, that arise from or relate to your use of the ACH Payment Service. The limitations on the liability of NavyArmy, third party service providers or their affiliates provided in this Section are in addition to, and shall not diminish, any limitations on this liability contained any applicable Account Agreement or any other agreement between you and us.

The following section provides information and additional terms and conditions for use of a service through a Service Provider that we have engaged to render some or all of the services to you on our behalf.

- **Check Free (Bill Pay) Consumer**

Explanation of Certain Terms

- "ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.
- "Affiliates" are companies related by common ownership or control.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

- "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

GENERAL TERMS FOR EACH SERVICE

Introduction

This Terms of Service document (hereinafter "Agreement") is a contract between you and Navy Army Community Credit Union (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

Service Providers

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Explanation of Terms" Section. Other defined terms are also present at the end of each set of Terms that follows after the General Terms, as applicable

Amendments

We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on

the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

Our Relationship with You

We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

Assignment

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Notices to Us Regarding the Service

Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to:

Navy Army Community Credit Union
PO Box 81349
Corpus Christi, TX 78468-1349

We may also be reached at 866-963-2198 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section "Errors Questions and Complaints" of the General Terms, but otherwise, such telephone calls will not constitute legal notices under this Agreement.

Notices to You

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or member profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for

notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section "Notices to Us Regarding the Service" of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

Text Messages, Calls and/or Emails to You

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

Receipts and Transaction History

You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

Your Privacy

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

Privacy of Others

If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

Eligibility

The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

Prohibited Payments

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- Payments that violate any law, statute, ordinance or regulation; and
- Payments that violate the Acceptable Use terms in Section “Acceptable Use” of the General Terms below; and
- Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- Tax payments and court ordered payments. In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in “Notices to Us Regarding the Service” of the General Terms above of any violations of the General Terms or the Agreement generally.

Acceptable Use

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in “Notices to Us Regarding the Service” of the General Terms above of any violations of the General Terms or the Agreement generally.

Payment Methods and Amounts

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account.

Your Liability for Unauthorized Transfers

Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in “Notices to Us Regarding the Service” of the General Terms above. You acknowledge and agree that time is of the essence such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains

payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

Failed or Returned Payment Instructions

In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

- Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

Address or Banking Changes

It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in “Notices to Us Regarding the Service” of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

Information Authorization

Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

Service Termination, Cancellation, or Suspension

If you wish to cancel the Service, you may contact us as set forth in “Notices to Us Regarding the Service” of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither

termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

Errors, Questions, and Complaints.

In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in “Notices to Us Regarding the Service” of the General Terms above.

If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:

- Tell us your name;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

Intellectual Property

All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or

Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

Links and Frames

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

Password and Security

If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in "Notices to Us Regarding the Service" of the General Terms above. See also Section "Your Liability for Unauthorized Transfers" of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

Remedies

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

Disputes

In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

Arbitration

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

Law and Forum for Disputes

Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this

Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section "Arbitration" of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section "Arbitration" of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

Indemnification

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

Release

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

No Waiver

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Exclusions of Warranties

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING

DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

Limitation of Liability

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS "ARBITRATION" AND "LAW AND FORUM FOR DISPUTES" OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Complete Agreement, Severability, Captions, and Survival.

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections Service Providers, Assignment, Notices to Us Regarding the Service, Notices to You, Privacy of Others, Taxes, Failed or Returned Payment Instructions, Intellectual Property, Remedies, Disputes, Arbitration, Law and Forum for Disputes, Indemnification, Release, No Waiver, Exclusions of Warranties, Limitation of Liability and this section of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

BILL PAYMENT SERVICE ADDITIONAL TERMS

Explanation of Certain Terms

- "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Billing Account" is the checking account from which all Service fees will be automatically debited.
- "Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.
- "Eligible Transaction Account" is as defined in "Explanation of Terms" of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.
- "Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).
- "Payment Instruction" is as defined in "Explanation of Terms" of the General Terms, and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.
- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

Description of Service

The term "Bill Payment Terms" means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.

Payment Scheduling.

The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

The Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Section "Payment Scheduling" of the Bill Payment Terms.

Payment Authorization and Payment Remittance

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee as described in the Bill Payment Terms, shall be void if

the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

Stop Payment Requests

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Service in the manner set forth in Section "Errors, Questions and Complaints" of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

Exception Payments Requests

Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your

scheduling of Exception Payments. The Service Guarantee as described of the Bill Payment Terms does not apply to Exception Payments.

Bill Delivery and Presentment.

The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- Presentation of electronic bills. You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
 - Paper Copies of electronic bills. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
 - Sharing Information with Billers. You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
 - Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.

- Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy (as described in Your Privacy of the

General Terms, in addition to the circumstances set forth in Section “Information Authorization” of the General Terms:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders; or,
- If you give us your written permission.

Service Fees and Additional Charges

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section “Failed Or Returned Payment Instructions” of the General Terms applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

Biller Limitation

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you. as set forth in Section “Prohibited Payments” of the General Terms or an Exception Payment under this Agreement.

Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

Information Authorization

In addition to Section “Information Authorization” of the General Terms , you agree that the Service reserves the right to obtain financial information regarding your account from a Biller

or your financial institution (for example, to resolve payment posting problems or for verification).

Checkfree (Bill Pay) Business

Explanation of Certain Terms

- "Service" means the bill payment service offered by Navy Army Community Credit Union through CheckFree Services Corporation.
- "Agreement" means these terms and conditions of the bill payment service.
- "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments will be debited.
- "Billing Account" is the checking account from which all Service fees will be automatically debited.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

The Service Agreement

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related

charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

Payment Authorization and Payment Remittance

You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

Payment methods

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

Stop Payments Requests

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Member Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Service.

Exception Payments

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

Bill Delivery and Presentation Bill

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

Exclusion of Warranties

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Password and Security

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 866-963-2198 during Member Service hours.

Your Liability for Unauthorized Transfers

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

- Telephone us at 866-963-2198 during Member Service hours;
- Contact us by using the application's e-messaging feature; and/or,
- Write us at:
Navy Army Community Credit Union
PO Box 81349
Corpus Christi, TX 78468-1349

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- Tell us your name and Service account number;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;

- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders; or,
- If you give us your written permission.

Service Fees Additional Charges

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Failed or Returned Transactions

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

- You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
- For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
- You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
- The Service is authorized to report the facts concerning the return to any credit reporting agency.

Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

Address or Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Member Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective

immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact Member Service via one of the following:

- Telephone us at 866-963-2198 during Member Service hours; and/or
- Write us at:
Navy Army Community Credit Union
PO Box 81349
Corpus Christi, TX 78468-1349

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Biller Limitation

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

Information Authorization

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

Disputes

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee

of the Service or Member Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

Assignments

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

The following section provides information and additional terms and conditions for use of a service through a Service Provider that we have engaged to render some or all of the services to you on our behalf.

- **Send Money**

Explanation of Certain Terms

- "Account" or "Accounts" refers to any accounts that may be debited or credited with funds under these Terms of Use.
- "Recipient" means the cardholder to whom the Sender transfers funds.

- “Sender” is the Credit Union Cardholder that transfers funds to another person through the Service.
- “Service” means the P2P service powered by Acculynk that allows a Sender to send funds to Recipient
- “Service Provider” is Acculynk a company that arranges for person-to-person payments to customers of any U.S. financial institution.
- “Site” is the Service Provider’s electronic location accessed by a user through a mobile phone, computer or other access device.
- “Transfer” means an electronic movement of funds from an account at Credit Union to an account of another party by means of the Service.
- “Transfer Instructions” are the information that you provide when using the Service.
- “Us,” “We,” and “Our” means Credit Union.
- “You” and “Your” mean each person who applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

E-SIGNATURE AND ELECTRONIC DISCLOSURES AGREEMENT

You are signing up to use the NavyArmy (“Credit Union”) P2P service powered by Acculynk that allows you to send funds to another person. This E-Signature and Electronic Disclosures Agreement (“E-Sign Agreement”) applies to all communications, documents, disclosures and electronic signatures related to the products, services and transfers offered or accessible through the Service offered by your Credit Union for all cardholders, authorized users, account owners, account signers, applicants, and any other person using this Service as a Sender or Recipient or registering to use this Service.

Agreement to Conduct Transactions by Electronic Means

You agree to conduct the transfers offered through the Service by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use this Service and submit information to the Credit Union you agree to the electronic access, receipt and acceptance of documents, disclosures and forms. You may not use this Service unless you agree to receive documents by electronic means.

You further agree that you intend to electronically contract with us for the Service and that all transactions completed through this Service will result in valid and legally binding agreements. You also agree that you have adequate access to a computer or mobile phone with sufficient internet connectivity to conduct these transactions online. You acknowledge that you meet the hardware and software requirements to access this Service as described below.

Agreement to Use Electronic Signatures

By checking the “I accept the terms of service” check box you are electronically signing this E-Sign Agreement and the Terms of Use related to the Services. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the E-Sign Agreement and Terms of Use documents just as if you had physically signed the same documents with a pen.

Agreement to Receive Disclosures Electronically

You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of this Service through electronic means including web-based electronic interface, mobile phone interface or email.

Availability of Printed Copies

We recommend that you print and retain copies of any of the E-Sign Agreement and Terms of Use, disclosures, or other related documents from your computer, mobile phone or other access device associated with all transactions utilizing the Service. There is no charge for you to download and print these documents.

Contact Information

To use this Service you must provide your current email address so that we can send you important information related to your use of this Service. You may review and update the personal information maintained about you in the "Account Settings" section of the Site at any time to ensure that it is accurate.

Hardware, Software and Operating System

The requirements for accessing our online systems to use this Service and access disclosures are as follows: You must use a computer or mobile device to use this Service. You must have a device that uses a supported version of one of the following browsers: Internet Explorer, Firefox, Chrome, or Safari. You may also use a mobile device application developed for this Service if your mobile device supports it. You are responsible for installation, maintenance, and operation of devices used to access this Service. The Credit Union is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this Service. The Credit Union is also not responsible for viruses or related problems associated with use of these online systems.

Credit Union P2P Service Agreement and Terms of Use ("Terms of Use")

These Terms of Use set forth the terms and conditions under which the Service is offered. The Service allows a Sender to transfer funds to a Recipient through electronic means. These Terms of Use affect your rights, you should read them carefully.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. Credit Union or its Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

Any Account accessed through the Service is also subject to the terms and conditions of your Account ("Account Disclosures"). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service.

Description of Service and Consent

Credit Union debit cardholders may send one-time Transfers to Credit Union members or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a computer or a mobile smart phone. You may register for the Service which will make future Transfers more convenient for you. To use this Service you are providing information to our Service Provider from your mobile phone, desktop, laptop, or other computer. Service Provider is a vendor of Credit Union.

By participating in the Service, you are representing to the Credit Union that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Credit Union or its agent, regarding the Transfers and represent to the Credit Union that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

Eligibility

Individuals aged 18 years and older with a debit card issued by Credit Union are eligible to use this Service to send funds to a Recipient. Any individual age 18 years and older with an account in the United States that may receive POS or ACH transactions may use this Service to receive funds that are transferred by the Sender. The Service is not offered to individuals under the age of 18. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. Credit Union does not knowingly collect any personal information from or about individuals under 18 years of age. Please do not submit such information to the Credit Union, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the Service, you represent that you meet these requirements.

Transfers

You may make one-time Transfers by entering your debit card number and email address. The Sender provides the Recipient's email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer and the fee. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institutions for deposit to the Recipient's account. If the Sender and Recipient are both Credit Union members enrolled in the Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. Credit Union is not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the Credit Union or the third party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize the Credit Union, directly or through third parties, to make any inquires considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

You authorize the Credit Union to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA

Sender Acknowledgment

By using this Service you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting insufficient funded Transfers.

Recipient Acknowledgment

By using this Service you as the Recipient are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide account information including account number and routing information for your financial institution. In this case the funds will be transferred through the Automated Clearing House.

It is important that you enter accurate information. You agree that Credit Union, the receiving financial institution and our Service Provider may rely solely on the instructions you provide. If you enter inaccurate cardholder or account number information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

By using this Service you agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you are not the person to whom the funds are intended then you agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, Credit Union reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

Fees and Limitations on Transfers

The Credit Union may establish an amount and limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day; a separate fee is charged for each Transfer you send. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the account from which the debit card is authorized to transfer funds. Such transfers may overdraw your account and may result in a transfer from another account to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. Your financial institution may also charge a transaction fee.

Timing of Transfers

Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

Issues Affecting the Posting of Transfers

You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the Credit Union to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither the Credit Union nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or

lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

Security

The Sender and Recipient of funds may choose to register for this Service to simplify their future use of the Service. They will be asked to create a username and password and you are responsible for keeping them secure. We will not ask you for your password.

If the financial institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

Cookies, Browser Information and Related Issues

When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on Your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

Access to Information about You

You may review and update the personal information maintained about you in the "Manage Account" section of the Site at any time to ensure that it is accurate.

Once you close your Accounts with the Credit Union or you no longer have a debit card, you may no longer send Transfers. However your Account information will be maintained for a retention period to accommodate any residual issues that may arise.

Amendments

Credit Union may amend these Terms of Use or any other disclosures at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. Credit Union may also provide you with an email notification of such amendments. The Credit Union may require you to affirmatively acknowledge or accept the revised Terms of Use in order to continue using the Service. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

Limitations of Warranties

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OR CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF CREDIT UNION AND ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS.

Limitation on Liability

IN NO EVENT SHALL CREDIT UNION OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

Limitation on Damages

CREDIT UNION'S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Time for Making a Claim

IN NO EVENT SHALL CREDIT UNION OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

Indemnification

You agree to indemnify, defend, and hold Credit Union and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of the Service, our reliance on the Transfer instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your Accounts.

Severability

If any provision of these Terms of Use are found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

This site is created and controlled by NavyArmy in the State of Texas. As such, the laws of the State of Texas will govern these Terms of Use, without giving effect to any principles of conflicts of laws.

Contacting Us

If you have any questions about this Service or this Agreement, you may contact us at the phone number or postal address below:

Navy Army Community Credit Union
Customer Service 800-622-3631
PO BOX
81349
Corpus Christi, TX 78468

Disclosure Access

You may access Navy Army's Privacy Policy at <https://www.navyarmyccu.com> relating to the collection and use of your information.

Credit Union members may access Our Electronic Fund Transfer (EFT) disclosure by viewing our terms and conditions documentation (i.e. Member Account Agreement) at <https://www.navyarmyccu.com> . Non-Credit Union members should consult their financial institution for their EFT disclosures.

B. Other Services

- [Online Account Information](#)

You may use this Service to obtain balances and other information about those of your NavyArmy Online Accounts for which this Service is available ("Online Account Information"), and to download Online Account Information into your Software, subject to the following terms and conditions:

Not all of your Online Account Information can be downloaded into your Software, and the Online Account Information available for download may not reflect all of the activity on your NavyArmy Online Accounts.

Online Account Information is provided as a convenience to you for tracking purposes only. The Online Account Information may not reflect transactions that have not yet been completed or settled, and is not the official record for any NavyArmy Online Account. Because the balance of some NavyArmy Online Accounts is subject to change at any time, the Online Account Information may become quickly outdated.

NavyArmy does not guarantee either (i) the availability or accuracy of any Online Account Information, or (ii) your ability to download and/or store any Online Account Information.

NavyArmy will not be liable for damages of any kind arising from (i) your inability to access any Online Account Information, (ii) inaccurate content in, or your use of or reliance on the contents of any Online Account Information, or (iii) your inability to download and/or store any Online Account Information.

You undertake any downloading and storage of Online Account Information at your own risk. If you download Online Account Information, you are responsible for maintaining the security and confidentiality of that information, and you assume all risk that any downloaded Online Account Information may be accessed by unauthorized third parties, including any person you allow to access your Software. We are not responsible for the security and confidentiality of any Online Account Information that you download using wireless connections, which may permit other persons to access the Online Account Information being downloaded. You accept full and sole responsibility for any damage that might occur to your Internet Computer, your Software, or any other equipment or software in connection with the downloading and storing of any Online Account Information, including the loss or corruption of any data.

- Online Check Images

You may view images of the checks and deposit slips for your NavyArmy Online Accounts that are checking, money market, or savings accounts by accessing Online Banking through NavyArmy's website.

- Online Statements and Electronic Notices

Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them. You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

- Secure Messaging with NavyArmy

You may use this Service to send and receive secure electronic messages to and from NavyArmy. In order to use this Service, you must be logged in to Online Banking, either through your Software or by logging in directly on NavyArmy's website. From time to time,

NavyArmy may send unsecured electronic mail to your email address to notify you that certain information is available. NavyArmy will never ask you to send personal information, such as account numbers and passwords, to NavyArmy in an unsecured email. If you wish to send personal information to NavyArmy, you should send a secure message using this Service. You should never send personal information in an unsecured email. NavyArmy may not immediately receive electronic mail that you send. Therefore, do not rely only on electronic mail if you need to communicate with NavyArmy immediately. If you need to contact NavyArmy immediately, use the contact information provided in this Agreement or on NavyArmy's website. NavyArmy will not take actions based on your electronic mail requests until NavyArmy actually receives your message and has a reasonable opportunity to act.

- Alerts

You may request and receive from NavyArmy any of the alerts made available through this Service by making alert selections within NavyArmy's Online Banking web site. NavyArmy may add new alerts or discontinue existing alerts at any time. According to your selections, we will send alerts to the email address or mobile number you provide to us in Online Banking.

Your receipt of any alert may be delayed or prevented by your internet service provider, telecommunications provider, or other third parties. NavyArmy does not guarantee either the delivery or the accuracy of the contents of any alert. NavyArmy will not be liable for damages of any kind arising from non-delivery or delayed delivery of an alert, the location to which an alert is delivered, inaccurate content in an alert, or your use of or reliance on the contents of any alert for any purposes. Because the balance of some NavyArmy Online Accounts is subject to change at any time, the information provided in any alert may become quickly outdated. Alerts are not encrypted. You acknowledge that, although NavyArmy may show less than the full account number for any of your NavyArmy Online Accounts in an alert, the alert may include your name and some information about your NavyArmy Online Accounts. Depending on where you instruct us to send your alerts, anyone with access to your email or mobile device may be able to view the contents of these alerts. If you request through this Service to be notified when an account is closed, you acknowledge and agree that we may deliver that alert to you when your account is closed. In the event you request that we close an account or your Online Banking profile, you acknowledge and agree that we may continue to send you alerts associated with that account or your Online Banking profile for a reasonable time thereafter until the closure process is completed.

- Text Enrollment

Get your account balance, recent transactions and more through text enrollment through your Online Banking.

By entering your phone number you acknowledge that you agree to the terms of service and are subscribed until you send STOP to Navy Army Community Credit Union Text Banking, provided by Navy Army Community Credit Union. Navy Army Community Credit Union Text Banking works with most carriers but is not compatible with all. Supported carriers include but are not limited to those listed under frequently asked questions (FAQ's) on www.navyarmyccu.com. Message and data rates may apply. You confirm that you hold the account corresponding to the mobile phone number you have entered, or that you have the account holder's permission to use this service. For help, send HELP to 226563 (BANKME). To cancel, text STOP to 226563 at any time. For support, contact info@navyarmyccu.com or call to 361-986-4500 or 800-622-3631 for Member Service.

- Stop Payment Request

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions

as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

You may also call or write us at:

- Telephone us at 800-622-3631 or 361-986-4500 during Member Service hours;
- Write us at:
Navy Army Community Credit Union
PO Box 81349
Corpus Christi, TX 78468-1349

Or by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

The following section provides information and additional terms and conditions for use of a service through a Service Provider that we have engaged to render some or all of the services to you on our behalf.

- Personal Financial Management

This Service is an Internet account aggregation service offered to you by NavyArmy, through our Service Provider MoneyDesktop. The Service allows you to aggregate personal financial and other information from NavyArmy, its subsidiaries and affiliates, third party financial institutions, and/or other third parties that you can access through the Internet, and to view that information at one website through the use of a single username and password. You cannot use the Service to make transactions or transfer funds.

Information about all of your NavyArmy Online Accounts is automatically added to the Service. You may also add information about accounts you maintain at other institutions and that are accessible through the Internet

The Service allows you to view information about NCUA-insured (such as share draft,, share savings and money market accounts), FDIC-insured deposit products (such as checking, savings and money market accounts)and non-FDIC insured products (such as brokerage or 401K accounts). Including information about an account or product in the Service does not mean that the account or product is a NavyArmy account, product or other obligation or that the account or product is insured by the FDIC.

C. Additional Services (Business Only)

- Designating and Managing Users

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of access codes to a company representative. It is your responsibility to ensure that access codes are provided only to persons you authorize. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Online Banking. You represent to us that each company representative and anyone else using your

access codes has general authority from your company to give us instructions to perform transactions using our Online Banking service.

Each person using your access codes will have the ability to:

- Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use those access codes to make transfers or obtain information or other services.

Other Terms and Conditions

Explanation of Certain Terms

- “We”, “us”, “our”, “NavyArmy” and “Credit Union” means Navy Army Community Credit Union
- “You”, and “your” mean an individual person or business entity that we permit to use the Internet banking services subject to the terms of this agreement. .
- “Internet-enable” your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.
- “Online Banking” means the services provided under this agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.
- “Online” means through the Internet by use of a personal computer or other screen-based electronic device.
- “Account” means a deposit, loan or other account for which transactions may be performed using our Online Banking service.
- “Mobile Device” includes cell phone or other handheld mobile device, or streaming device.

A. Charges for Online Banking

There is no fee for our Online Banking service. Applicable usage fee may apply based on your use of a particular online banking service. For example, a usage fee may be based on the number of stop payments you request. Fees are available in the separate Rate and Fee Schedule.

B. Confidentiality of Information about Online Accounts

See our separate "Privacy Policy" for more information about how we use member information and your choices.

C. Information Authorization

We reserve the right to refuse or cancel your enrollment in Online Banking if we cannot verify your identity or confirm information about you. You authorize each Biller to provide us with any information regarding you or your account with that Biller that we may request.

D. Business Days and Hours of Operations

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.

E. Changing This Agreement

We have the right to terminate this agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Banking service for members that have not used the service within the first 30 days after activation or if the service has been inactive for a year.

We also have the right to make changes in this agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

You may terminate this agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

F. Disabling Access

NavyArmy reserves the right to disable your access to Online Banking or to any one or more Services at any time in its sole discretion, without notice and without limitation, except as may be required by law. You may also request to disable your subscription to Online Banking by calling 800-6223631. If you disable Online Banking, you authorize us to continue making any transfers and electronic payments you have previously authorized through Online Banking until such time as we have had a reasonable opportunity to act upon your termination request. Once your Online Banking is disabled, we will make no further transfers or electronic payments from your Online Accounts, regardless of whether you previously have authorized them through Online Banking. If the Credit Union disables your use of Online Banking, the Credit Union reserves the right to make no further transfers or electronic payments from your Online Accounts, including any transfers or electronic payments you previously have authorized through Online Banking. The provisions of this Agreement that relate to any obligation or liability arising prior to disabling or the resolution of any dispute regarding such obligation or liability, shall survive disabling of the Agreement.

G. Changes to Your Contact Information

It is solely your responsibility to assure that the contact information you have provided to us in connection with your use of Online Banking is current and accurate. This includes, but is not limited to, name, address, phone numbers and email address. You may make changes to your email address or some of your other contact information by logging into Online Banking service.

NavyArmy shall have no liability for any payment processing errors or any fees you may incur as a result of inaccurate or outdated contact information for you.

H. General Provisions

Regardless of where you live or work or where you access our Online Banking service, this agreement is subject to the federal law of the United States of America the internal law of the State of Texas. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

No delay or omission by us in exercising any rights or remedies under this agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us. If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

I. Assignment and Service Providers

We may provide you other services through our on-line banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

J. Exclusion of Warranties

All of the Services available through Online Banking are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

K. Consent to Calls

When you give a telephone number directly to us, you consent and authorize us to place non-telemarketing telephone calls to you at that number, regarding any and all accounts you have with us, including accounts you may open in the future. You understand that such telephone "calls" include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our agents. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your accounts. We may also send you text messages to facilitate account transactions (e.g., delivering a one-time PIN to you). By agreeing to receive text messages from us, you are also consenting to receive a final opt-out confirmation text message if and when you choose to opt out of a text message service we provide to you. Calls and messages may incur charges from your wireless carrier. This express consent applies to each telephone number that you provide to us now or in the future. Calls and messages may incur charges from your communications provider. You consent and authorize us to monitor, and to record, telephone conversations and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so. However, we are not obligated to do so and may choose not to in our sole discretion.

L. Mobile Banking

NavyArmy Mobile Banking allows members to obtain most of the services via a "Mobile Device". The NavyArmy Mobile Banking Terms of Use Agreement ("Terms of Use") are supplemental to the agreements above.

NavyArmy may assign or delegate any or all its rights and responsibilities under this "Terms of Use" to one or more independent contractors or other third-party service providers, and any rights or responsibilities so assigned or delegated may be exercised or performed by either NavyArmy or its service provider.

Your use of the Mobile Banking constitutes your acceptance of these Terms of Use. These Terms of Use are subject to change from time to time. We will notify you of any material change as provided herein. We reserve the right, in our sole discretion, to change, modify, add, or remove portions from the Mobile Banking Service. Any change will begin to apply upon the effective date of the change and will apply only to your future use of the Mobile Banking Service. Your continued use of the Mobile Banking Service will indicate your acceptance of any such changes to the Mobile Banking Service. NavyArmy reserves the right to terminate your access to the Mobile Banking Service or any portion of it in its sole discretion, without notice and without limitation, except as may be required by law.

- **Technical Requirements.** In order to access the Mobile Banking Service, you must have a handheld device or streaming device that can send and receive information using the technology that supports this Mobile Banking Service.
- **Mobile Carriers.** NavyArmy Mobile Banking is compatible with any mobile device that is correctly enabled to use an Internet browser. It is NavyArmy's goal to make the Mobile Banking Service available to all members, but service compatibility is decided by the carrier and the type of mobile device in use. NavyArmy makes no guarantees that the Mobile Banking Service will work for everyone.
- **Charges for Mobile Banking.** We do not currently charge you any fee to register for or access the Mobile Banking Service. However, you may incur charges to receive internet, cellular or other data service on your mobile device. You may also incur charges from your telecommunications carrier when sending and receiving information in connection with your use of the Mobile Banking Service. You also agree to pay any applicable fee that is based on your usage of a particular Service. For example, a usage fee may be based on the number of stop payments you request. Fees are available in the Separate Rate and Fee Schedule.
- **Data Collection.** You acknowledge and agree that NavyArmy may collect, transmit, store, and use technical, location, and login or other personal data and related information, including but not limited to technical information about your device, system and application software, and peripherals, and information regarding your location, that is gathered periodically to facilitate the provision of updates and product support, for security reasons, for marketing purposes, and for other service to you (if any) related to, or in connection with, the Mobile Banking Service.
- **Prohibited Uses.** You agree that you will not use the Mobile Banking Service or any services related thereto while driving. You assume all risk associated with the use of the Mobile Banking Service. You agree that you will not use the Mobile Banking Service or any services related thereto for any purposes prohibited by United States law; and shall not use or otherwise export or re-export, except as authorized by United States law and the laws of the jurisdiction in which the Mobile Banking Service was obtained. You hereby represent and warrant (i) you are not located in a country that is subject to a U.S. Government embargo or has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- **Relationship to Other Agreements.** You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (i.e., AT&T, Verizon, 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 (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking, which may include receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the 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 provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

- **Fingerprint Login for Mobile Banking.** Fingerprint login is an optional fingerprint sign-in method for NavyArmy Community Credit Union Mobile Banking that may be available for certain Android® and iPhone® mobile devices that have a built-in fingerprint scanner. To use fingerprint login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and NavyArmy never sees or stores your fingerprint information. You acknowledge that by enabling fingerprint login, you will allow anyone who has a fingerprint stored on your device access to our personal and payment account information within NavyArmy Mobile Banking. NavyArmy reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use fingerprint login for Mobile Banking on multiple devices, you will need to set it up for each device. Android is a trademark of Google Inc. iPhone is a trademark of Apple Inc. and registered in the U.S. and other countries.

Mobile Deposit User Agreement ("Agreement"):

This Agreement contains the terms and conditions for the use of NavyArmy Mobile Deposit, and/or other remote deposit capture services that NavyArmy Community Credit Union ("NavyArmy, NACCU", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with NavyArmy, including the Truth in Savings Agreement and Disclosures governing your NavyArmy account, are incorporated by reference and made a part of this Agreement.

1. **Services.** The mobile deposit capture services ("Mobile Deposit") are designed to allow you to make deposits to your checking or savings accounts from remote locations using a Mobile Capture Device and delivering the images and associated deposit information to NavyArmy or NavyArmy's designated processor. There is currently no charge for Mobile Deposit.
2. **Acceptance of these Terms.** Your use of Mobile Deposit constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. Your continued use of Mobile Deposit will indicate your acceptance of the revised Agreement. Further, NavyArmy reserves the right, in its sole discretion, to change, modify, add, or remove portions from Mobile Deposit. Your continued use of Mobile Deposit will indicate your acceptance of any such changes to Mobile Deposit.
3. **Limitations of Service.** When using Mobile Deposit, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some Mobile Deposit Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue Mobile Deposit, in whole or in part, or your use of Mobile Deposit, in whole or in part, immediately and at any time without prior notice to you.
4. **Eligible Items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to NavyArmy shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Texas. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:
 - a. Checks or items payable to any person or entity other than you.
 - b. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - c. Checks or items previously converted to a substitute check, as defined in Reg CC.

- d. Checks or items drawn on a financial institution located outside the United States.
 - e. Checks or items that are remotely created checks, as defined in Reg CC.
 - f. Checks or items not payable in United States currency.
 - g. Checks or items dated more than 6 months prior to the date of deposit.
 - h. Checks or items dated later than the date of deposit (post-dated).
 - i. Checks or items prohibited by NavyArmy's current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your NavyArmy account.
5. **Image Quality.** The image of an item transmitted to NavyArmy using Mobile Deposit must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through Mobile Deposit as "For deposit only, NavyArmy member # _____" or as otherwise instructed by NavyArmy. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as NavyArmy may establish from time to time.
7. **Receipt of Items.** We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, without liability. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from NavyArmy that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
8. **Availability of Funds.** You agree that items transmitted using Mobile Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using Mobile Deposit will be available after NavyArmy receives payment for the funds submitted. NavyArmy may make such funds available sooner as provisional credit, based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as NavyArmy, in its sole discretion, deems relevant.
9. **Depositor Liability.** You agree that you shall be solely responsible if any Item for which you have been given provisional credit is subject to return or reversal, and neither NavyArmy nor its subcontractors shall be liable or responsible for same. You acknowledge that all credits received for deposit are provisional, subject to verification and final settlement. Any dishonored Items will be returned as an image of the original or a substitute check as the charged-back item.
10. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from NavyArmy that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" to ensure that it is not re-presented for payment. You agree never to re-present the item for deposit. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to NavyArmy as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for NavyArmy's audit purposes. You agree to retain the original item for a minimum of 90 days before disposal.
11. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using Mobile Deposit and to modify such limits from time to time.
12. **Hardware and Software.** In order to use Mobile Deposit, you must obtain and maintain, at your expense, compatible hardware and software as specified by NavyArmy from time to time that is compatible with NavyArmy mobile banking program .For depositing checks, depositor must have one of the following mobile operating systems
- **Apple iPhone® with an operating system of 3.1 or higher**

- **Android® Based with an operating system of 2.1.1 or higher**

NavyArmy is not responsible for any third party software you may need to use Mobile Deposit. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

13. **Errors.** You agree to notify NavyArmy of any suspected errors regarding items deposited through Mobile Deposit right away, and in no event later than 60 days after the applicable NavyArmy account statement is sent. Unless you notify NavyArmy within 60 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against NavyArmy for such alleged error.
14. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in NavyArmy's sole discretion subject to the Truth in Savings Agreement and Disclosures governing your account.
15. **Ownership & License.** You agree that NavyArmy retains all ownership and proprietary rights in Mobile Deposit, associated content, technology, and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use Mobile Deposit. Without limiting the restriction of the foregoing, you may not use Mobile Deposit (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to NavyArmy's business interest, or (iii) NavyArmy's actual or potential economic disadvantage in any aspect. You may use Mobile Deposit only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide Mobile Deposit.
16. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT (i) MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS, (ii) MOBILE DEPOSIT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN MOBILE DEPOSIT OR TECHNOLOGY WILL BE CORRECTED.
17. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE MOBILE DEPOSIT INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF NAVYARMY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
18. **User warranties and indemnification.** You warrant to NavyArmy that:
 - a. You will only transmit eligible items.
 - b. Images will meet the image quality standards.
 - c. You will not transmit duplicate items.
 - d. You will not deposit or represent the original item.
 - e. All information you provide to NavyArmy is accurate and true.

- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. You agree to indemnify and hold harmless NavyArmy from any loss for breach of this warranty provision.

19. **Other terms.** You may not assign this Agreement. This Agreement is entered into in Corpus Christi, Texas, and shall be governed by the laws of the State of Texas and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

Signatures

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

- Using our Online Banking service to perform any transactions.
- Physically signing this agreement.
- Causing your company representative to physically sign this agreement, if you are a business entity.
- Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of our Online Banking service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative. Your physical signature, electronic consent, or use of our Online Banking service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us by calling or writing:

- Telephone us at 800-622-3631 or 361-986-4500 during Member Service hours;
- Write us at:
Navy Army Community Credit Union
PO Box 81349
Corpus Christi, TX 78468-1349