

Effective Date: 10/22/2022

This Online & Mobile Banking Service Agreement and Electronic Delivery Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking service, the Mobile Banking App service and/or the Bill Payment service ("Services"). It also describes the rights and obligations of Affinity Federal Credit Union ("Credit Union"). Please read this Agreement carefully and retain a copy for your records.

I. Definitions

The following definitions apply in this Agreement:

- "Authorized Representative" refers to a person with authority (with respect to the account);
- "Bill Payment" is the online/mobile service that enables the scheduling of bill payments using a personal computer or mobile device;
- "ISP" refers to your Internet Service Provider;
- "Online Banking" is the internet-based service providing access to your Credit Union account(s);
- "Mobile Banking App" is a software application for a mobile device providing access to your Credit Union account(s);
- "Online Account" means the Credit Union account from which you will be conducting transactions using either Online Banking or the Mobile Banking App;
- "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
- "Mobile Device" shall mean a portable, wireless computing device that is small enough to be used while held in the hand, for example, a tablet or camera-enabled smart phone.
- "Quick Balance" shall mean the feature that allows Members to quickly access current and available account balance information on their Mobile Device without fully logging into the Mobile App.
- "FICO® Score" shall mean the credit score based on data from Experian, a third party provider.
- "e-Statement" shall mean electronic delivery of the Credit Union's account statements.
- "Time of day" references are to Eastern Standard Time;
- "User ID" is the customer-generated identification code selected by you for your connection to the Service; you have the option to change your "User ID" from within Online Banking or from the Mobile Banking App.
- "Touch ID" shall mean an enrolled fingerprint that provides access to Mobile Banking on a Mobile Device in place of a user name and PIN or password.
- "We", "us", or "Credit Union" refer to Credit Union Name which offers the Services and which holds the accounts accessed by the Services; and
- "You" or "your" refers to the owner of the account or the authorized representative.

II. Accepting the Agreement

Your use of Online Banking services and the Mobile Banking App described in this Agreement, or your authorization for others to use them, is your acknowledgement that you have received a copy of this Agreement and that you agree to be bound by its terms.

III. Relation to Other Agreements

Your use of Online and Mobile Banking services may also be affected by the agreements between us for your linked Affinity Federal Credit Union accounts. When you link an account to Online and Mobile Banking services, you do not change the agreements you already have with us for that account. For example, if you link an IRA account to Online and Mobile Banking, the terms and conditions of your IRA account agreement(s) and/or user agreement(s) do not change. Similarly, when you use Online and

Mobile Banking services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Online and Mobile Banking services. In the event there is a conflict between the terms of this online and mobile banking agreement and those agreements, the terms of those agreements shall control.

IV. Access to Services

The Credit Union will provide instructions on how to use the Online and Mobile Banking Services. You will gain access to your Online and Mobile Accounts through the use of your Internet-enabled device, your ISP, your Mobile device, your Password and your User ID or Touch ID. You may access your Online and Mobile Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Credit Union's business days are Monday through Saturday, excluding holidays and Sundays. All transaction requests received after 9:00 p.m. ET Monday through Friday, 1:00 p.m. ET Saturdays and all transactions which are requested on Sundays, or holidays on which the Credit Union chooses to remain closed, will be processed on the Credit Union's next business day. The Credit Union's business day begins at 8:00 a.m. ET. Internal transfers are real-time.

V. Online and Mobile Banking Services

This section describes the services and features available within the Affinity Federal Credit Union Online Banking services.

Online and Mobile Banking for Consumers and Businesses

You may use Online and Mobile Banking to:

1. **Access Accounts.** View current balance information and review available transactions for your Affinity Federal Credit Union accounts.
2. **Transfer Funds** (does not apply to Transfers outside Affinity Federal Credit Union, except as otherwise provided). In addition to viewing account information, you may use Online and Mobile Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your Affinity Federal Credit Union checking accounts, savings accounts and money manager accounts.
3. **E-Statements and Documents.** You may enroll and access your statements and documents online or in the mobile banking app by consenting to the Electronic Delivery Disclosure in Section VII below. Once you enroll in e-Statement and Documents, all mail delivery of your statements and notices will end.
4. **Perform self-service account maintenance** such as re-ordering checks (only in Online Banking), stopping payments on checks, changing your address, email and phone numbers, and changing your User ID and passcode.
5. **Access the Request Center** to send us secure requests, messages and questions regarding your Online and Mobile Banking service and accounts.
6. **Securely chat** with our Member Service Representatives.
7. **Upload Documents** securely to the credit union
8. **Access Credit Card Rewards** to view and redeem your points
9. **View your FICO score**, if available
10. **View the My Loan Offers**, if you are eligible and pre-approved for loans
11. **Deposit a check** securely after you have read and accepted the disclosure

12. **Make a loan payment** from your Affinity account or from an account you have at another financial institution.
13. **Access New Accounts and Loans** to apply for a new deposit account or loan
14. **Additional Services.** New services may be introduced for Online and Mobile Banking from time to time. The Credit Union will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

Touch ID

Touch ID allows you to use your fingerprint to login into the Mobile Banking App instead of entering your user ID and password. Fingerprints are only stored on your Mobile Device; the Credit Union does not see or store your fingerprint information. Instead, a token is stored securely in the Mobile Device's keychain that cannot be transferred to another device. Touch ID is associated to one user ID at a time. If you have multiple logins with the Credit Union, Touch ID can only be used with a single login per Mobile Device. If you try to log in using Touch ID but cannot provide a valid fingerprint after five (5) tries, you must enter your user ID and password to re-enable Touch ID.

Quick Balance

Quickly access your current and available account balance without logging into the Mobile Banking App. You must enable Quick Balance from the App's settings after successfully logging into the App. Once enabled, you can access Quick Balance simply by swiping down anywhere on the login page. Your current and available account balances for checking and savings accounts are displayed on the Quick Balance page. For loan accounts and credit cards, it also displays the due date and minimum amount due.

Once this feature is enabled on Your Mobile Device, anyone with access to the Mobile Device will also have access to your Quick Balance information. Quick Balance must be enabled on each Mobile Device individually, so if you have both a phone and a tablet, enabling Quick Balance on your phone will not enable the feature on your tablet. For users sharing a Mobile Device, if the first user enables Quick Balance on the Mobile Device, other users will see the first user's account balances. If another user disables Quick Balance from the App, the first user will no longer see their Quick Balance, either. The Quick Balance feature can be disabled at any time from the App's settings page after successfully logging into the App. Once disabled, no one will see the account balances from the Quick Balance page.

FICO® Score Terms and Conditions

Only the member may authorize this request and only his or her FICO® Score is available through this program. You understand and acknowledge that if you give anyone else access to your Affinity Federal Credit Union online or mobile account(s), by providing your User ID and password, they will be able to view your FICO® Score as well as the factors impacting that score.

Affinity Federal Credit Union offers FICO® Score access at its own discretion. FICO® Score access is not a permanent feature of your account and may be removed at any time.

The FICO® Score provided is the FICO® Score based on data from Experian and may be different from other credit scores. Your FICO® Score falls into a range from 300 to 850, and is offered solely for your own non-commercial, personal review, and benefit. Your FICO® Score is not an endorsement or a determination of your qualification for a loan or credit.

FICO® and Experian are third-party providers and are not affiliated with Affinity Federal Credit Union. Affinity Federal Credit Union does not guarantee the accuracy of any credit information that is provided to you by these third parties.

Bill Payment Services

In addition to the Online and Mobile Banking features listed above, Affinity Federal Credit Union members with eligible checking or money manager account(s) may also use the optional Bill Payment service.

If you add or delete checking or money manager account(s) or update your contact info with the credit union your bill payment account will be updated to reflect the changes.

If you are an Affinity Federal Credit Union member with a share account, you may use the Bill Payment service to:

- A. Make one-time or recurring payments online or mobile banking from your checking or money manager account(s), to companies or individuals (Payees) you select.
- B. Use the e-Bills feature to:
 - Receive bills from participating Payees
 - View Payee bill summary and bill detail information

Expedited Payment Service

In addition to the Online and Mobile Banking and Bill Payment features listed above, if you are an Affinity Federal Credit Union member with eligible checking or money manager accounts, you may participate in the optional Expedited Payment Service. This Service allows you to make a one-time same or next day payment, from your Affinity Federal Credit Union checking or money manager account to a participating payee. A convenience fee as provided in the disclosure at the time you use the Expedited Payment Service will be charged for each transaction under this Service. This Service also has frequency and dollar limitations that differ from the Bill Payment Service, as provided below.

Online and Mobile Banking Alerts

We provide Automatic Alerts and voluntary Account Alerts.

A. Automatic Alerts –

- Are sent to you via email and/or text following important account activities or when certain changes are made online to your Online and Mobile Banking account, such as a change in your address, email, phone numbers or User ID or passcode.
- You do not need to activate these alerts. We automatically activate them for you. Although you may have the option to suppress some of these Automatic Alerts, we strongly recommend that you do not do so since they provide important information related to your online security or account activities.

B. Voluntary Account Alerts -

- These must be activated by you.
- Voluntary Account Alerts allow you to choose alert messages for your accounts. We may add new alerts from time to time, or cancel old alerts. If you have opted to receive a voluntary Account Alert that is being canceled, we will notify you at least 30 days in advance.
- Each alert has different options available, and you will be asked to select from among these options upon activation of your alerts service.

C. Both Automatic Alerts and voluntary Account Alerts are subject to the following.

- We may add new Automatic and voluntary Account Alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so.
- Alerts will be sent by email, text or push notification that you have provided as your preferred primary delivery method for online and mobile banking. If your email address or your mobile device's number changes, you are responsible for informing us of that change. While Affinity Federal Credit Union does not charge for the delivery of the Alerts, please be advised that text or data charges or rates may be imposed by your carrier. Changes to your primary and secondary email addresses and mobile device will apply to all of your Alerts.
- You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert.
- Because alerts are not encrypted, we will never include your passcode or full account number. However, alerts may include your name and some information about your accounts. Depending upon which alerts you select, information such as your account balance or the due date for your credit card payment may be included. Anyone with access to your email or mobile device will be able to view the contents of these alerts.

Money Management Services

We offer a variety of tools and services within Online Banking and the Mobile Banking App to help you better manage your finances. This includes Account Aggregation to allow you to obtain balance and transaction information from other financial institutions you bank with, manually entering budget goals, and tools to help you track and manage spending. You agree:

15. We may change these tools and services or add new ones without advance notice.
16. You are responsible for the accuracy of all information you input.
17. You will comply with any instructions or conditions for use of the services and tools. .

The Money Management tools and services are meant as aids to assist you with managing your accounts. They are not intended to provide legal, tax or financial advice.

VI. Schedule of Fees

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is currently no monthly service charge for accessing your accounts with the Online and Mobile Banking service.

VII. eStatements & Documents

You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. You will continue to receive your regular member account statement either monthly or quarterly (depending on the type of account), your credit card statement, loan bills, tax statements and your account related notices by mail at the postal address we have on file until you enroll in eStatements & Documents via Online Banking or the Mobile Banking App. Once you enroll, you are agreeing to the following Electronic Delivery Disclosure until you un-enroll for eStatements & Documents. For additional Terms and Conditions related to this agreement, please refer to the "*Electronic Delivery Disclosure*".

VIII. Use of Your Security Password

You are responsible for keeping your password information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

1. Do not give out your account information, Password, or User ID;
2. Do not leave your PC, Mobile device or any other device you use to access Online and Mobile Banking unattended while you are in the Credit Union's Online or Mobile Banking site;
3. Never leave your account information within range of others; and
4. Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, **call the Credit Union immediately at 800.325.0808 between the hours of 8:00 a.m. to 5:00 p.m. ET, Monday through Friday, 9:00 a.m. to 1:00 p.m. ET, Saturdays.** Calling or visiting the Credit Union is the best way of minimizing your losses and liability.

If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking site or Mobile Banking App to immediately change your Password.

YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS' FEES WE SUFFER OR INCUR BECAUSE OF OR RESULTING FROM YOUR PERMITTING OTHER PERSONS TO USE YOUR USERNAME AND PASSWORD TO ACCESS THE ONLINE BANKING SERVICES.

By using the services described in this Agreement, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use and we have had a reasonable opportunity to act on such notice.

IX. Electronic Mail (E-mail)

You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

1. **NOTE:** E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the Secure Chat feature or electronic, secure request form provided in our Online Banking site and in the Mobile Banking App. Use the Secure Chat or Secure form to contact the Credit Union regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or other concerns of a confidential nature.

X. Online Banking Bill Payment Processing

A. Description of Service.

- The Bill Payment Service permits you to use Online Banking or the Mobile Banking App to direct payments from your designated Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a checking or money manager account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals.
- All payments you make will be deducted from the checking or money manager account that you designate as your Bill Payment Account for the Bill Payment Service.

- Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time.
- You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments.
- Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

B. Scheduling Payments.

- Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the following business day (e.g. Monday).
- You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals.
- For all subsequent payments, you agree to allow at least three (3) to five (5) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to three (3) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to five (5) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Credit Union will work with the payee on your behalf to reverse any late fees or charges.

C. No Duty to Monitor Payments.

- The Credit Union is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Credit Union will not be liable in any way for damages you incur for any of the following reasons:
 - i. insufficient funds in your Bill Payment Account to make the payment on the processing date;
 - ii. delays in mail delivery;
 - iii. changes to the payee's address or account number unless we've been advised of the change in advance;
 - iv. the failure of any payee to correctly account for or credit the payment in a timely manner;
 - v. Any other circumstances beyond the control of the Credit Union.
- If the session during which you schedule a payment ends by 10:00 p.m. ET, the payment will be considered initiated on that day. Otherwise, it will be considered initiated on the following business day. For all entries made using the Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.
- If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the Bill Payment Service will automatically block future Bill Payment Service until the account has sufficient funds to make the payment. The Credit Union will attempt to notify you by e-mail, but the Credit Union shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either contacting the Credit Union at 800.325.0808 to either make alternate arrangements for the payment or reschedule the payment through the Service. In the case of fixed payments, only the payment

currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

D. Cancel or Change Payment Instructions.

- Payments must be changed or canceled using the Service prior to 10:00 p.m. ET on the business day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders, whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Credit Union, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Credit Union may pay any item that is presented following the lapse of any stop payment order.

E. No Signature Required.

- When any payment or other online or mobile banking service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item, and without prior notice to you.

XI. E-Bills

E-Bills is a feature of the Bill Pay service that enables you to receive bills electronically from participating Payees.

A. Approval of e-Bills

- Participating Payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline your request. We do not participate in this decision. Participating Payees may take up to a full billing cycle to approve an e-Bill set-up request.

B. Accessing e-Bills from a Third Party

- In some cases we obtain the e-Bill from the web site of the Payee. To do so, we will ask you for information needed for this purpose, such as any required password. When you provide this information, you authorize us to access the third party web site to retrieve the account information on your behalf, and you appoint us your agent for this limited purpose.

C. Timely Delivery of e-Bills

- We take no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive a bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your Payee.

D. Stop e-Bills

- All parties have the right to cancel the service at any time.

E. Privacy

- When you establish e-Bills with a participating Payee you will provide certain information that will be forwarded onto the Payee to complete your enrollment. If you have concerns about the future use of this information you should contact your Payee directly.

XII. Term and Termination

A. Term.

- This Agreement will become effective on the Effective Date indicated at the beginning of this agreement and shall remain in full force and effect until termination in accordance with the following provisions.

B. Termination for Cause.

- We may immediately terminate your online and mobile banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:
 - i. you do not pay any fee required by this Agreement when due or
 - ii. you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing, or
 - iii. if the Credit Union, in its sole discretion, chooses to no longer offer this service to you.
- We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

C. Termination for Convenience.

- To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking or the Mobile Banking App will also be terminated. You may notify the Credit Union by one of the following methods:
 - i. By completing the secure request form from within Online Banking or the Mobile Banking App.
 - ii. By calling 800.325.0808
 - iii. By writing a letter and sending it to the following address: Attention: Digital Solutions, 73 Mountain View Blvd, Basking Ridge, NJ 07920.
 - iv. By giving it to a Credit Union Representative at any of the Credit Union's locations.
- We may deactivate your online and mobile banking access if you do not sign on to the Service or have any transaction scheduled through the Service for a period of one year. If your account is deactivated, you will be required to register for the service.

XIII. Liability

- A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Mobile Banking App or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the services as delineated in this Agreement.

We will not be liable to you in the following instances:

- If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately.

- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

LIMITATION OF OUR LIABILITY AND THE LIABILITY OF OUR SUPPLIERS UNLESS OTHERWISE REQUIRED BY LAW: WE WILL NOT BE RESPONSIBLE, NOR WILL OUR SUPPLIERS BE RESPONSIBLE, FOR ANY LOSSES OR DAMAGES, OR LIABILITIES ARISING FROM THE USE OF THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLOSURE STATEMENT.

- B. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online and Mobile Banking or Bill Payment account.
- C. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Google (Chrome browser) or Microsoft (Microsoft Explorer browser), or Mozilla (Firefox browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.
- D. Virus Protection. The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your internet enabled device using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

XIV. Authorized Use of Online and Mobile Banking Services by Other Persons

You are responsible for keeping your User ID, password, and account data confidential. The Credit Union is entitled to act on transaction instructions received using your User ID and password, and you agree the use of your User ID and password will have the same effect as your signature in authorizing transactions. The Credit Union is entitled to act on instructions after we have properly authenticated the caller according to internal procedures. If you authorize other persons to use your User ID and password in any manner, your authorization shall be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization (and changed your password), and you are responsible for any transactions made by such persons until you notify us that transactions by that person are no longer authorized (and we have a reasonable opportunity to act upon the change of your password).

XV. Company Representative If You Are a Business Entity

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 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 and Mobile Banking App. Each person using your access codes will have the ability to access the services outlined in this service agreement.

XVI. Mobile Banking: Use of Mobile Device

Use of Mobile device (smartphones, tablets and any other portable device) to access our Services is also governed by the terms and conditions of this document.

Additionally, if you download the Affinity Federal Credit Union mobile banking app, you are agreeing to the following Mobile Banking End User License Agreement.

This Mobile Banking End User License Agreement (this "EULA") sets forth the conditions under which you may download and utilize on your mobile device the software application that enables you to utilize the Mobile Banking feature of your Account. By downloading the Mobile Banking software application to your mobile device, you agree to be bound by this EULA. You should keep a copy of this EULA for your records.

- A. Ownership. You acknowledge and agree that a third-party provider or licensor to Affinity Federal Credit Union ("Licensor") is the Owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from Affinity Federal Credit Union and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
- B. License. Subject to the Terms & Conditions of this EULA, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this EULA. All rights not expressly granted to you by this EULA are hereby reserved by the Owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This EULA may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
- C. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
- D. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. OUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
- E. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE CREDIT UNION, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
- F. Miscellaneous. This EULA constitutes the entire agreement between the parties concerning the subject matter hereof. This EULA will be governed by and construed in accordance with the laws

of the state of New Jersey excluding that body of laws pertaining to conflict of laws. If any provision of this EULA is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this EULA are subject to the exclusive jurisdiction of the courts of New Jersey and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this EULA and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

- G. **Content and Services.** Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

XVII. General Terms and Conditions

A. Credit Union Agreements.

In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and agree to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees from the transaction funding account. If any provision of this Agreement is determined by a Court of Law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable.

B. Changes and Modifications.

The Credit Union may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

C. Assignment.

We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

D. Notices.

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

E. Disclosure of Information.

We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- I. where it is necessary for the provision of Online Banking and for completing transfers;
- II. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- III. in order to comply with government or court orders, or other reporting requirements;
- IV. if you give us your permission;
- V. to the Credit Union affiliated companies.

F. Governing Law. This Agreement is governed by the laws of the State of New Jersey and applicable federal law. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the Courts of New Jersey and the parties expressly consent to jurisdiction and venue thereof and therein.

XVIII. Regulation E - Electronic Funds Transfer Disclosure For Consumers

For additional Terms and Conditions related to this agreement, please refer to the Electronic Fund Transfers Disclosures located within the "*Account Agreement – Understanding Your Personal Accounts*".

XIX. Miscellaneous

This Agreement and related disclosures are subject to change at any time. The most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Online Banking Services. If you sign up for additional services inside of Online Banking that requires you to accept a separate disclosure or terms and conditions, you agree to be bound by the terms and conditions specific to that service.