

Enrollment in Electronic Communications and E-Signature Disclosure and Consent

THIS PART OF THE NASA FEDERAL CREDIT UNION DIGITAL BANKING SERVICES AGREEMENT INCLUDES THE TERMS FOR NASA FEDERAL CREDIT UNION'S ("WE," "OUR," "US," AND "CREDIT UNION") ABILITY TO COMMUNICATE WITH YOU ELECTRONICALLY ON DIGITAL BANKING SERVICES SUBJECT TO THE FEDERAL ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. PLEASE READ THROUGH THIS PART, IN FULL, BEFORE AFFIRMING YOUR CONSENT TO ENROLL IN ELECTRONIC COMMUNICATIONS. IF THESE TERMS OF ENROLLMENT ARE UNACCEPTABLE TO YOU, YOU MAY STOP YOUR ENROLLMENT IN ONLINE BANKING.

Electronic Communications. If You consent to electronic communications, You agree that We may give You in electronic form through Online Banking, email, SMS/text, or push notifications, all disclosures, information, communications, agreements, and all other documents that are required or may be provided now or in the future in connection with Your Accounts or Services, including, but not limited to, initial disclosures, periodic statements, change in terms notices, and privacy notices ("Records"). Please read through the below terms and conditions before consenting to receive Records in electronic form. These terms and conditions contain important information, including information that We are required by law to provide to You. You should keep a copy for Your records. If You have any questions about receiving information in electronic form, please feel free to contact Us as described in the "Notices" section of Our Digital Banking Services Agreement.

- **Consent to Delivery of Electronic Records.** By consenting to electronic communications, You agree to receive all Records electronically. If You print or download any confidential Records, be sure to store them securely just as You would with a paper-based Record from a financial institution. If Your account is joint with another person, one of You may consent to receive disclosures electronically and You agree that person's election to receive electronic Records will apply to both of You. In this case, We will send the notice regarding the availability of Your electronic Records to the email address of the primary account holder instead of providing paper Records.
- **Paper Records and Paper Copies.** If You do not consent to electronic delivery of Records, You will have the option of receiving Records in paper form. In addition to electronic delivery, You may also request paper copies of this consent and other electronic Records. There may be a fee for paper copies and paper Records. Please refer to Our current Schedule of Fees. Requests for paper copies can be made by contacting Us as described in the "Notices" section of Our Digital Banking Services Agreement. Electronic Records are available in paper form for up to 5 years after they are created.
- **Your Right to Withdraw Consent.** You have the right to withdraw Your consent to receive Records electronically, in which case Records will be provided in paper form. You can elect to withdraw Your consent only for electronic account statements or for all electronic Records. You must specify in any notice revoking Your consent if You intend to only revoke consent to receive electronic account statements or all electronic Records. If You do not specify, We may treat Your notice as a revocation that applies to all electronic Records. You can contact Us as described in the "Notices" section of Our Digital Banking Services Agreement if You wish to withdraw Your consent to electronic delivery, or You can email Us a specific withdrawal request at support@nasafcu.com. These are the only methods that You may use to revoke Your consent to electronic delivery. NOTE THAT UNSUBSCRIBING TO EMAILS FROM US USING ANY THIRD-PARTY EMAIL PROVIDER TOOLS OR APPLICATIONS WILL NOT BE ACTED ON TO WITHDRAW YOUR CONSENT TO RECEIVE ELECTRONIC RECORDS. After We receive Your withdrawal request (as provided hereunder) and have a reasonable period of time to act on it (but not longer than 30 days), You will receive future Records in paper form. There may be a fee for paper Records. Please refer to Our current Schedule of Fees.
- **Duty to Review Electronic Statements.** Your electronic periodic account statements (eStatements) will be dated the last day of the preceding month (or the last day of the preceding quarter where applicable). You must promptly access/review Your eStatements and any accompanying items and notify Us in writing within the applicable time period specified in Your Member Services Agreement or Loan Agreement, whichever is applicable, of any error, unauthorized transaction, or other irregularity (also see the "Errors or Questions About Your Electronic Transactions" section in Our Digital Banking Services Agreement). If You allow someone else to access Your statement, You are still fully responsible to review the statement for any errors, unauthorized transactions, or other irregularities. Any applicable time periods within which You must notify Us of any errors on Your account statements will begin on the statement date regardless of when You receive and/or open Your eStatements. You will get a monthly eStatement for any account that has an Electronic Funds Transfer that month. In any event, You will get an eStatement at least quarterly.
- **Hardware and Software Requirements.** To access Records, You will need a personal computer or mobile device that has the capability of running software that can access the Internet and that can send and receive

electronic mail. For the best experience, We recommend that You use a modern, up-to-date web browser like Google Chrome, Safari, or Microsoft Edge. If You are reading this online, You have the necessary hardware and software to access Records. To open and view any electronic Record We send, Your computer system must be equipped with software able to view PDF documents such as Adobe Acrobat DC. You may download Adobe Acrobat for free at www.adobe.com. To retain a copy of a Record, You will need a printer attached to Your computer capable of printing web pages. To save Your documents on Your computer's hard drive or to some other media, You can use the "Save" feature of Your Internet browser. You are responsible for configuring Your system (i.e., installation, maintenance, and operation of the hardware and software) to accommodate these requirements. We are not responsible for any errors, failures, or malfunctions of Your hardware or software, nor are We responsible for any computer virus or related problems that may be associated with the use of an online system. In the event of any conflict between these requirements and any instructional material provided with the hardware or software regarding Our obligations to You, these requirements will apply. If We change the minimum hardware or software requirements needed to access or retain Records, then before the change takes effect We will notify You of the new requirements via email to Your email address in Our records or by posting notice of the new requirements on Our website.

NASA Federal Credit Union Digital Banking Services Agreement

This Digital Banking Services Agreement (the "Agreement") is a contract that governs Your ability to access NASA Federal Credit Union's digital banking services, including Online Banking, Bill Pay, Remote Deposit, electronic communications and secure messaging via the Message Center, eStatements, and eAlerts (collectively "Services" and individually as referred to herein). By using the Services, You agree to, and acknowledge that You have read and understand, all of the terms of this Agreement.

As used in this Agreement, the terms "We," "Our," "Us," and "Credit Union" mean NASA Federal Credit Union. The terms "You" and "Your" refer to the account owner(s) entitled to use the Services. "Account" or "accounts" means Your share and/or loan accounts at the Credit Union that You have linked to the Services, including where necessary in this Agreement to designate Consumer Account and Business Account as defined in the Member Service Agreement.

The terms of this Agreement are in addition to the terms and conditions of the Member Services Agreement You have with Us, including the Other Agreements as defined in the Member Services Agreement, and supersede all other proposals, whether oral or written, understandings, representations, conditions, warranties, covenants, and all other communications between You and Us relating to the subject matter of this Agreement. The parties agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealing between the parties or by any prior performance between the parties pursuant to this Agreement or otherwise. In the event of conflict or inconsistency, the terms of this Agreement control unless specifically stated otherwise in this Agreement. If not already retained by You, a copy of the Member Services Agreement can be obtained by visiting nasafcu.com/terms-conditions or by visiting a branch.

When You use any of the Services described in this Agreement, each of You, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

A. General Terms

The following terms apply to all of the Services, except where indicated otherwise.

Enrollment. If there is more than one account holder, any account holder may enroll. Separate enrollment requirements may apply for certain of the Services accessible through Online Banking, such as Bill Pay, eStatements*, eAlerts, and Remote Deposit. Separate terms apply as indicated below. To the extent permitted by applicable law, You are liable for all transactions You make or that You authorize another person to make, even if that person exceeds his or her authority. If You want to terminate another person's authority, You must notify Us in writing (see the "Notices" section below). All joint owners can view and access all accounts linked on which they are joint.
*Certain account types are established with eStatements as the preferred (default) option.

Shared Access. To the extent permitted by applicable law, if You elect to grant another individual account

permissions/access to Your account using the Shared Access tool in Online Banking, You are liable for all transactions made by that individual until You revoke their authority by updating the Shared Access tool permissions in Online Banking and We have a reasonable time to act on Your request.

Service Availability. Generally, You can use the Services 24 hours a day, 7 days a week. It is necessary to suspend access to Digital Banking Services on a regular basis to perform maintenance tasks. We try to schedule maintenance during non-business hours, like weekends or at night. We and Our service providers are not responsible for any errors or failures caused by the malfunction of the Services. We also are not responsible or liable for any computer virus caused by use of the Services. We and Our service providers are not responsible for Your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Our agent. In any event, We and Our service providers are not liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Services, even if We and/or Our service providers have knowledge of the possibility of them. We and Our service providers are not liable for any act, failure to act, or delay in acting if it is caused, in whole or in part, by any cause beyond Our reasonable control.

Security. The device and Internet browser You use for Digital Banking Services must meet the level of security We require from time to time. You must supply and use virus protection programs to scan Your Internet connected devices and related materials for viruses and remove them. You must regularly update Your device, Internet browser, and virus protection programs. We and Our service providers are not responsible for any viruses You may encounter. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. Data transferred via Digital Banking Services is encrypted. Requests with personal information, such as Your account number, should only be sent to Us through Your Digital Banking Message Center. We cannot and do not warrant data transfers utilizing the open Internet. For the security of Your accounts, We recommend changing Your password at least annually. Some of the Services may allow You to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases Your exposure to, and responsibility for, unauthorized transfers. Digital Banking Services use security codes sent to predefined contacts (email, phone call, or SMS). Randomly or at specific times, Digital Banking Services may require You to enter a security code to verify Your identity. You understand the importance of Your role in preventing misuse of Your accounts and You agree to promptly examine the statements for each of Your accounts as soon as You receive them or are notified of availability. You agree to protect the confidentiality of Your account and account number, and Your personal identification information, as well as Your driver's license number and social security number. You understand that personal identification information by itself or together with information related to Your account, may allow unauthorized access to Your account.

Available Funds. You agree to have available and collected funds on deposit in Your account sufficient to pay for all bill payments and other transactions requested, as well as any other payment obligations You have to Us. We reserve the right, without liability, to reject or reverse a bill payment or other transactions if You fail to comply with this requirement or any other term of this Agreement. If You do not have sufficient funds in the account and We have not exercised Our right to reverse or reject a bill payment, You agree to pay for such payment obligations on demand. You agree that We, at Our discretion, may charge any of Your accounts to cover such payment obligations. For complete details, refer to the [Member Services Agreement](#).

Problems, Inquiries, and Contact Information in Event of Unauthorized Transfer. NASA Federal Credit Union representatives will be available to assist You Monday through Friday, from 8:00 a.m. to 6:00 p.m. and from 9 a.m. to 2 p.m. on Saturday. You can contact Us through Your **Message Center** inside of Online Banking or by email at support@nasafcu.com or as described below in the "Notices" section.

Your Liability for Unauthorized Transfers. Tell Us immediately by calling Us or by writing to Us as described below in the "Notices" section if You believe Your account number and/or password has been lost, stolen, or compromised, or that someone to whom You have granted authority to use Your account number and/or password has exceeded such authority, or if someone has transferred or may transfer money from Your accounts without Your permission. Calling Us is the best way to reduce possible losses. Also, if Your statement shows transactions that You did not make, including those made by card, code, or other means, tell Us at once. You could lose all the money in Your accounts (plus Your maximum overdraft line of credit). *The following provisions apply only to Consumer Accounts:* If You tell Us within 2 business days, You can lose no more than \$50 if someone used Your account number and/or password without Your permission. If You do NOT tell Us within 2 business days after You learn of the loss or theft of Your account number and/or password, and We can prove We could have stopped someone from using Your account number and/or password without Your permission if You had told Us, You could lose as much as

\$500. If You do not tell Us within 60 days after the statement was mailed to You, You may not get back any money You lost after the 60 days if We can prove that We could have stopped someone from taking the money if You had told Us in time. If good reasons (such as long trips or a hospital stay) kept You from telling Us, We will extend the time periods to a reasonable limit.

Errors or Questions About Your Electronic Transactions. Contact Us at the telephone number or address below as soon as possible, if You think Your statement or receipt is wrong or if You need more information about a transfer listed on the statement or receipt.

NASA FEDERAL CREDIT UNION
PO BOX 1588
BOWIE, MD 20717
301.249.1800; 888.627.2328
Business Days: Monday – Friday Excluding Federal Holidays

- Tell Us Your name and account number.
- Describe the error or the transfer You are unsure about and explain as clearly as You can why You believe it is an error or why You need more information.
- Tell Us the dollar amount of the suspected error.
- If You tell Us orally, We may require that You send Us Your complaint or question in writing within 10 business days.

This paragraph applies only to Consumer Accounts. We must hear from You no later than 60 days after We send the first statement on which the problem or error appeared. If You tell Us orally, We may require that You send Us Your complaint or question in writing 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 credit Your account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, We may take up to 90 days to investigate Your complaint or question. For new accounts, We may take up to 20 business days to credit Your account for the amount You think is in error. We will tell You the results within 3 business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation, and We will have a reasonable period of time to provide such copies to You.

Liability for Failure to Make Payments. *This paragraph applies only to Consumer Accounts:* If We do not make a transfer on time or in the correct amount according to Your instructions given in accordance with this Agreement, We will be liable for Your losses or damages. However, there are some exceptions. We will not be liable if:

- You have not properly followed the instructions on how to make a transfer contained in this Agreement
- Your computer, the phone lines, or Our computer systems were not working properly or were temporarily unavailable, and the problem should have been apparent to You when You attempted the transfer
- We have placed a “hold” on funds in Your account with Your knowledge or in accordance with reasonable business procedures
- We have received incomplete or inaccurate information from You or a third party involving the account or transfer
- A court order such as a garnishment or other legal process prevents Us from making a transfer
- We have a reasonable basis for believing that unauthorized use of Your account number and/or password or designated account has occurred or may be occurring or if You default under this Agreement, a credit agreement, or any other agreement with Us, or if We or You terminate this Agreement
- If, through no fault of Ours, You do not have enough money in Your account to make the transfer or payment
- If the transfer or payment would go over the credit limit on Your overdraft line
- A payee mishandles or causes delays in handling payments sent by Us You have not provided Us with the correct payee name, address, account information, or payment amount circumstances beyond Our control prevent the proper completion of the transaction despite reasonable precautions by Us to avoid these circumstances. Such circumstances include, but are not limited to, fire, flood, delay in U.S. mail, interruption

in Your electrical power, telephone, or Internet access, the disconnection of Your telephone line or Internet access by Your local telephone company or Internet service provider or from deficiencies in Your line quality, or any defect or malfunction of Your PC, operating software, modem, router, or telephone line.

Our Liability For Transfers. *This paragraph applies to Consumer Accounts and Business Accounts:* We will not be liable for negative balances on accounts caused by the non-payment of checks due to insufficient funds, delays in the mail service, or for any action by You or an authorized user of the account that results in the reversal of a deposit on the account. In no event will We be liable for damages in excess of Your actual loss due to Our failure to complete a transfer, and We will not be liable for any incidental or consequential damages. Without liability, We may not effect a transaction if We are unable to obtain authentication of such transaction satisfactory to Us, if there is any inconsistency between a transaction and information previously supplied to Us, if such transaction is not initiated in conformity with the terms of this Agreement, or if We reasonably believe that execution of the transaction might result in an unauthorized or erroneous transfer of funds or might otherwise cause Us to suffer a loss.

This paragraph applies only to Business Accounts: You are solely responsible for the security of Your account number and/ or password. You agree to be bound by any transfer or payment order We receive through the Services, even if the order is not authorized by You, if it includes Your account number and password or is otherwise processed by Us in accordance with Our security procedures. All transactions made with Your password are conclusively presumed to have been authorized by You. We shall have no liability to You for any unauthorized transaction made using Your password that occurs before You have notified Us of possible unauthorized use and We have had a reasonable opportunity to act on that notice. We have no liability for failing to complete a transaction to or from Your account in time or in the correct amount under any circumstance listed in this Agreement, the Member Service Agreement or Other Agreements. In other cases, if We fail or delay in making a transaction pursuant to Your instructions, or if We make a transaction in an amount which is less than the amount in Your instructions, then (unless otherwise required by law) Our liability shall be limited to dividends on the amount which We fail to timely pay or transfer, calculated from the date on which the transaction was to be made until the date it was actually made or You notify Us of the problem, whichever occurs first, but in no event to exceed 30 days' dividends. We may pay such dividends either to You or to the intended recipient of the transaction, but in no event shall We be liable to both parties and Our payment to either party shall fully discharge any obligation to the other. If We make a transaction in an amount which exceeds the amount in Your instructions, or if We permit an unauthorized transaction after We have had a reasonable time to act on notice from You of possible unauthorized use, then (unless otherwise required by law) Our liability shall be limited to a refund of the amount erroneously paid or transferred, plus dividends on that amount from the date of the transaction to the date of the refund, but in no event to exceed 30 days' dividends. If We become liable to You for dividends under this Agreement, the Member Service Agreement, Other Agreements, or applicable law, such dividends shall be calculated based on the lowest dividend rate We are then paying on Our share accounts. In no event shall We be liable for dividend compensation unless We are notified of a discrepancy within 30 days from the date of the first periodic statement reflecting the discrepancy. **Unless otherwise required by law, in no event shall We be liable to You for special, indirect, or consequential damages, including, without limitation, lost profits or attorneys' fees, even if We are advised in advance of the possibility of such damages.** You agree to reimburse Us and indemnify Us for any loss or expense We incur and for any claim made against Us in providing Services to You, including any reasonable legal fees We have in this regard.

Disclosure of Account Information to Third Parties. We will disclose information to third parties about Your account or the transactions You make as described in the Member Services Agreement. Additionally, if you participate in the data aggregator or other services available within Online Banking, you agree to the terms and conditions contained therein at the time of enrollment.

Termination. At any time, We may terminate Your right to use all or any of the Services. We may give notice of termination, but We are not obligated to do so. Your password may not be used after We terminate it, or after Your accounts are closed. You may terminate Your right to use Online Banking by giving Us at least 4 business days' advance notice. Termination by one account owner terminates Online Banking for all account owners. Termination will not affect any liability incurred by You prior to termination.

Fees. You agree to pay for the Services that You enroll in and are approved to use in accordance with Our current Schedule of Fees, as it is amended from time to time. We will advise You of any fee changes prior to implementing them. You authorize Us to automatically charge Your account for all such fees incurred in connection with Your use of the Services. In the future, We may add to or enhance the features of the Services. By using such added or enhanced features, You agree to pay for them in accordance with Our Schedule of Fees. Data connection required. Wireless carrier fees may apply. Message and data rates may apply.

Terms of Particular Online Banking Services. In addition to additional terms applicable to specific Services described elsewhere in this Agreement, the following terms apply to the Services.

(a) Transfer Services. See Your [Member Services Agreement](#) for additional terms and conditions that apply to Transfer Services. You may transfer funds between Your NASA FCU accounts; from other financial institutions to Your NASA FCU accounts; and from Your NASA FCU accounts to accounts at other financial institutions. You will need to register each of the non-NASA Federal Credit Union accounts that You wish to use for these transfers. You agree that You will only register accounts for which You are an owner and have the authority to transfer funds. It may take up to 5 business days to establish a connection with other financial institutions. We reserve the right to delay and/or cancel a transfer if We are unable to verify the details of the transaction.

- Transfers from an account are immediately deducted from the account's available balance.
- Immediate or scheduled one-time transfers and recurring transfers can be made from a NASA Federal Credit Union checking, savings, money market, or line of credit to most NASA Federal Credit Union accounts.
- Transfers can be made from a NASA Federal Credit Union checking, savings, money market, or line of credit account to eligible* external accounts outside of NASA Federal Credit Union.
- Other transfers can be made on a one-time or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used to set an amount to be transferred at regular intervals. For example, \$100 transfers from a checking to a savings account that occurs every 2 weeks.

*Some external financial institutions limit the types of accounts that can send or receive transferred funds. Please check with Your other financial institutions for details.

(b) Scheduled and Recurring Transfers. Transfers scheduled for a weekend, or a non-business day will be processed at the beginning of the next business day. All other scheduled and recurring transfers that have been requested in advance will be processed from the funding account on the business day requested. For NASA FCU Account-to-Account transfers to and from other financial institutions, the submission cut-off time is 4:00 PM ET. Transfers submitted after the cut-off time may not be initiated until the next business day.

(c) Transfers to Credit Accounts (NASA FCU Accounts). Payments to a mortgage or installment accounts may be credited on the business day of the date the transfer request is submitted. Updates to account balances, funds availability, and transaction posting may take up to 2 business days after payment is applied.

- **Mortgage Accounts:** If Your mortgage payment is 60 days or more past due, You will not be able to make an online payment. Please contact Collections at (301) 249-1800, ext. 500 to discuss Your options. Additionally, if Your mortgage payment is late and You make a loan payment online, the system will automatically include the late fee. To make Your regularly scheduled payment without the late fee, please make Your loan payment using an alternative method (e.g., by phone at (301) 249-1800, ext. 580 or by mail to P.O. Box 1910 Bowie, MD 20717-1910).

(d) Restrictions on Transfers (NASA FCU Accounts). Transfers and withdrawals may not be made from Certificate and IRA accounts. We reserve the right to deny transfers between certain types of accounts under certain circumstances. The Credit Union limits the number of electronic transfers or withdrawals that may be made from a share savings or money market account to other accounts to 6 per month. Transfers and withdrawals made through Online Banking count toward this total. Refer to the Member Service Agreement for more information.

(e) Limitations on Dollar Amounts for Transfers.

- One-time transfers, scheduled, and recurring transfers between accounts and loans within NASA Federal Credit Union can be for any amount but not more than the available balance in the account.
- For Security reasons, limitations are placed on the number of and dollar amount of ACH deposits or payments You make. Your individual transfer limits can be viewed by clicking on the Transfer Limits link at the bottom of the Transfers page, after You've logged into Online Banking. The amount of the deposit or payment will not be available to You for up to (5) business days following the date of the transfer. Limitations may change from time to time.

- All transfer limits are subject to temporary reductions and/or suspensions to protect the security of member accounts and/or the transfer system.

(f) eAlert Services. By enrolling in Online Banking, You will receive certain automatic alerts and may enable additional eAlert Services. The eAlert Services enable You to:

- Receive account alerts via email or mobile device (see the “Consent to Receive Calls/Texts” section below)
- Monitor account activity eAlerts are informational and should not be relied upon to maintain and balance Your account. You are responsible for maintaining accurate and up-to- date bookkeeping of Your account.

(g) Mobile Banking Services. Mobile Banking is a personal financial account management service that allows You to view balances and recent account activity and conduct certain transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices. By downloading the mobile application and accessing Online Banking functionality via the application, You agree to the terms and conditions contained herein as well as any terms and conditions associated with application usage on Your device.

Information Changes. You will notify Us of any change in Your name, address, telephone number, or email address within 15 days of the change.

Consent to Receive Calls/Texts. By providing Us with Your mobile telephone number in connection with any accounts or Services, You consent to Us (or others on Our behalf) contacting You at that number. Your consent permits Us to use automatic dialing technology, artificial/pre-recorded voice messages, push notifications, and/or text messaging to deliver informational messages to You concerning any of Your accounts or Services. You understand and agree that You are not required to provide this consent in order to obtain any accounts or Services and that You may revoke this consent at any time by calling Us at 1-888-NASA-FCU (627-2328), submitting Your request via Online Banking, or any other reasonable method that gives Us a reasonable opportunity to update Our records. Informational text messages We send to You include helpful prompts, which may include replying “STOP” to cancel or “HELP” for Help. Each service provides specific prompts for You to follow. You may also contact the Credit Union for assistance. The Credit Union and the service carriers are not liable for delayed or undelivered messages and the Credit Union is not responsible for applicable telecommunications charges.

Notices. Except as noted below or as specified in connection with a particular service or feature, any notice, request or other communication You are required or permitted to give under this Agreement must be in writing and sent by certified or registered United States mail, return receipt requested, or other nationally recognized trackable delivery service, postage prepaid, to NASA Federal Credit Union, P.O. Box 1588, Bowie, MD 20717-1588. Notices will be effective upon Our receipt and after We have had a reasonable opportunity to act on them. We will send written notices to the primary Account holder using the address on file. Sending notice to one Account holder is considered sending notice to all Account holders. At Our discretion We may give notice to You by mail or by email. We may give notice of changes in terms or We may revise the terms and conditions in this Agreement and make it available in Our branches or posted online. Any notice that We mail is considered given 48 hours after We place it in the mail, postage paid, for delivery to Your address as shown on Our records. Any notice delivered electronically is considered given 24 hours after it is first made available through the Services. If a specific notice period or type of notice is required by applicable law, the notice will be binding in accordance with such law. Either party may change the address to which notice is to be delivered to it under this Agreement by giving notice to that effect to the other party in the manner provided herein. If You change Your email address or telephone number, You may communicate with Us by emailing support@nasafcu.com or by calling 301-249-1800 or toll-free 1-888-NASA-FCU (1-888-627-2328).

Disclaimer of Warranty and Limitation of Liability. We do not and cannot warrant that the Services will operate without error, or that the Services will be available at all times. We will not be liable to You for any loss, damage or expense of any kind or nature caused, directly or indirectly, by the Services or by any interruption of Service or loss of use thereof or for any loss of business, howsoever caused. You agree that We will have no liability if information is intercepted by an unauthorized person, either in transit or at Your place of business, or if Your use of the Services is interrupted, lost or delayed. THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY SOFTWARE AND/OR APPLICATION RELATED TO AND/OR USED TO ACCESS THE SERVICES, IS PROVIDED “AS IS”. THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE, AND NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE SERVICES AND ANY SOFTWARE AND/OR APPLICATION RELATED TO AND/OR USED TO ACCESS THE SERVICES. THERE IS NO WARRANTY THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE INFORMATION CONTAINED IN AND/OR ACCESSED THROUGH THE SERVICES OR AGAINST INFRINGEMENT. YOU ASSUME ALL RISKS OF

THE USE, RESULTS AND PERFORMANCE OF THE SERVICES. THE CREDIT UNION IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THE CREDIT UNION WILL NOT BE LIABLE FOR DIRECT DAMAGES EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. ANY LIABILITY THE CREDIT UNION MAY HAVE (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE AMOUNT YOU PAID THE CREDIT UNION UNDER THIS AGREEMENT FOR THE 30 CALENDAR DAYS PRIOR TO THE TIME THE CREDIT UNION INCURRED THE LIABILITY. YOU MAY NOT BRING ANY ACTION AGAINST THE CREDIT UNION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION. Some states/jurisdictions do not allow the exclusion or limitation of incidental, consequential, or other damages, so the above limitation or exclusion may not apply to You. Except to the extent prohibited by applicable banking regulations, under no circumstances will the total liability of Us or Our service providers to You in connection with the Services or otherwise under this Agreement exceed \$5,000.

Use of Data. We and Our service providers will use information You provide for purposes of providing the Services and to prepare analyses and compilations of aggregate member data that does not identify You (such as the number of members who signed up for the Services in any given month). For more detail, refer to our [Privacy Policy](#).

Indemnity; Third Party Beneficiary. You will indemnify the Credit Union and its service providers against and hold them harmless from all claims, demands, losses, liabilities or expenses (including reasonable attorney's fees and expenses) resulting from or arising out of (a) this Agreement, the Services, (b) any breach of any of Your representations, warranties or agreements in this Agreement, (c) Your improper operation, mechanical failure or failure to properly service or maintain any personal computer(s) in connection with Your use of the Services, or (d) any misconduct or negligence of Your officers, employees or agents in performing any of Your duties or functions hereunder. You agree that Our service providers may rely upon Your agreements and representations in this Agreement, and such service providers are third party beneficiaries to this Agreement, with the power to enforce its provisions against You.

Compliance with Law. You will comply with all laws, rules and regulations that apply to banking transactions, including the rules of the National Automated Clearing House for ACH transactions. You agree to use the Services for lawful purposes and in compliance with all applicable laws, rules and regulations.

B. Terms Applicable to Specific Services

- **Online Banking Services**
- **Bill Pay Service**
- **Remote Deposit Service**

Online Banking Services.

In General. You may use Online Banking to:

- View current balance information and history of Your accounts
- Transfer funds between Your accounts (see "General Terms" section in this Agreement for more details about the types of transfers)
- View check copies online
- Download account history to Quicken
- Make a withdrawal by check from an account
- Open and fund certain new share accounts
- Request to skip a payment on eligible installment loans
- Apply for an installment or mortgage loan
- Stop payments on checks
- Perform self-service account maintenance, such as re-ordering checks, ordering copies of paid checks, stopping payment on checks, changing address and telephone number, and changing Your Online Banking password
- Communicate with Us through the secure Message Center

Some Online Banking services may not be available for all accounts.

Electronic Alert Services. After You enroll in Online Banking, We will send You automatic email alerts (unless You revoke Your consent for such automatic informational alerts as described in the “Consent to Receive Calls/Texts” section in this Agreement). You also may separately enroll to receive eAlerts for other types of activity. Both automatic alerts and eAlerts:

- Will be sent to the email address You have provided as Your primary email address for Online Banking. You can choose to have alerts sent to other addresses including a mobile device that accepts text messages.
- May be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by You or any third party in reliance on an alert.
- Are unencrypted. We will never include Your password or full account number. However, alerts may include Your name and some information about Your accounts. Depending upon which alerts You select, information such as Your account balance or the due date for Your credit card payment may be included. Anyone with access to Your email will be able to view the contents of these alerts.

Online Banking Terms and Conditions.

Use of Online Banking Services. You accept responsibility for making sure that You understand how to use Online Banking before You actually do so, and then that You always use Online Banking in accordance with the terms of this Digital Banking Services Agreement and the online instructions posted on Our website. You also accept responsibility for making sure that You know how to properly use Your devices and applicable Online Banking Software (“Software”). We may change or upgrade Online Banking from time to time. In the event of such changes or upgrades, You are responsible for making sure that You understand how to use Online Banking as changed or upgraded. We will not be liable to You for any losses caused by Your failure to properly use Online Banking or Your applicable devices. From time to time, We may develop additional Online Banking Services. When such services are developed, You will have the opportunity to use them provided You have a compatible device. **Visa Lock/Unlock feature:** When You place a lock on Your credit or debit card via Online Banking, it will prevent most types of card transactions from being processed until You unlock the card. The lock will not stop existing recurring payments, returns and credits, dispute adjustments, travel notifications, deposits, check writing, PIN changes, in-branch withdrawals, credit card payments, credit card reward redemption or interest charges. Locking Your card is not a replacement for reporting Your card lost or stolen. You control the Lock/Unlock feature and are responsible for any costs or expenses related to the use of the feature. We are not liable or responsible for any harm caused by Your use of this feature.

Relationship to Other Agreements. You agree that when You use Online Banking, You will remain subject to the terms and conditions of all Your existing agreements with Us and Our affiliates. You also agree that You will continue to be subject to the terms and conditions of Your existing agreements with any unaffiliated service providers, including, but not limited to, Your service carriers or providers (e.g., AT&T, Verizon, Sprint, T-Mobile, 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 Online Banking (for example, Your mobile service carrier or provider may impose data usage or text message charges for Your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of Your mobile device when using the Software or other products and services provided by Mobile Banking), and You agree to be solely responsible for all such fees, limitations and restrictions. You agree that only Your service carriers or providers are responsible for its products and services, and that Your service carriers are not the provider of Online Banking. Accordingly, You agree to resolve any problems with Your carrier or provider directly with Your carrier or provider without involving Us. You also agree that if You have any problems with Online Banking, You will contact Us directly (see the “Notices” section in this Agreement).

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Proprietary Rights. You are permitted to use content delivered to You through Online Banking only on Online Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, You agree not to reverse engineer or reverse compile any Online Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Online Banking.

User Conduct. You agree not to use Online Banking or the content or information delivered through Online Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Online Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for Us or Our affiliates or service providers, or cause Us to lose (in whole or in part) the services of any of Our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Online Banking; (i) interfere with or disrupt the use of Online Banking by any other user; or (j) use Online Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-Sale. You agree that the Online Banking Services are for Your use only (for personal and business account holders). You agree not to resell or make commercial use of Online Banking.

Services Limitations. Neither We nor Our service providers can always foresee or anticipate technical or other difficulties related to Online Banking. These difficulties may result in loss of data, personalization settings, or other Online Banking interruptions. Neither We nor any of Our service providers assumes responsibility for the operation, security, functionality, or availability of any device or network which You utilize to access Online Banking. You agree to exercise caution when utilizing the Online Banking application on Your device and to use good judgment and discretion when obtaining or transmitting information. **YOU MUST NOTIFY US IMMEDIATELY IF YOUR DEVICE IS LOST OR STOLEN (SEE "NOTICES" SECTION IN THIS AGREEMENT).** Additionally, You agree that neither We nor Our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

Bill Pay Service Terms and Conditions.

Online Banking users with a linked checking account (referred to as Your Bill Pay account) may separately enroll in Bill Pay. All bill payments You make will be deducted from Your Bill Pay account. Refer to the [Bill Pay Agreement](#) for terms and conditions.

Remote Deposit Service Terms and Conditions.

Remote Deposit Service requires separate enrollment and approval. If You enroll in Remote Deposit Service and are approved as a Remote Deposit Service user, the Remote Deposit Agreement terms and conditions apply. By enrolling in and using the Remote Deposit Service via Mobile Web, Mobile App, and/or through Mobile Banking, You agree to the terms and conditions contained in the [Remote Deposit Agreement](#).