

Online and Mobile Banking Agreement

This Online and Mobile Banking Agreement (“Agreement”) governs the use of the online and mobile banking services provided CommunityWide Federal Credit Union (“Credit Union”). Services provided through online and mobile banking are also governed by any other agreements that you may have with Credit Union, including, but not limited to, the Membership Agreement, Truth in Savings Disclosures, Electronic Fund Transfers Agreement, Funds Availability Policy, Mobile Deposit Agreement, and Privacy Policy. If this Agreement conflicts with any other agreement you have with Credit Union, the terms of the other agreement will control. Services provided through online and mobile banking are also governed by applicable federal and state laws and regulations.

By utilizing (or attempting to utilize) the online and mobile banking services provided by Credit Union, you are agreeing to be bound by the terms and conditions in this Agreement. You understand and agree that your agreement to these terms and conditions is confirmed each time you: (i) download, log-in, or otherwise obtain access to the online or mobile banking services; (ii) view your accounts; or (iii) conduct or attempt to conduct any transaction.

Available Services and Transactions

Online and mobile banking allows you to access information and initiate transactions on your accounts. Credit Union may, but is not required to, provide you with the following services and transactions:

- View account information for your accounts and loans;
- Transfer funds between accounts at Credit Union;
- Transfer funds to accounts not held at the Credit Union;
- Deposit checks or other items in accordance with any Mobile Deposit Agreement;
- Make payments on your loans with Credit Union;
- Open new accounts;
- Apply for certain consumer loans;
- Make payments to third parties through any Bill Pay service offered by the Credit Union;
- Access and view electronic statements and disclosures;
- Request information on your accounts or loans; and
- Report lost or stolen debit or credit cards and request replacement cards.

Credit Union reserves the right to change or amend any of the services or transactions listed above and reserves the right to add or remove services or transactions as the Credit Union, in its sole discretion, deems appropriate.

Authorizations

By initiating a transfer or payment through the online or mobile banking services, you authorize Credit Union to withdraw the amount of the requested funds from the available balance in your account in order to complete the transaction. You understand and agree that if your request exceeds your available balance you may be subject to an overdraft fee as disclosed on the Credit Union’s fee schedule.

You agree that Credit Union shall be entitled to consider any transactions or requests through the online or mobile banking services as having the same legal authority as a written and signed request by you. Further, you agree that requests received by Credit Union via an authorized user of the online and mobile banking services will be treated as transactions or requests fully and legally authorized by you.

Security & Passwords

You agree to take appropriate and consistent measures to safeguard your devices, log-in credentials and financial information. You understand you should protect all personal computing devices including computers, laptops, smartphones, tablets and other devices capable of accessing the online and mobile banking services. You agree to develop passwords for the online and mobile banking services that are secure and you agree to protect the

confidentiality of your passwords, including by periodically changing your passwords. The Credit Union recommends you develop strong passwords which include a combination of letters and numbers. The Credit Union will not call you or email you requesting your log-in credentials or passwords. If you receive such a message, please contact the Credit Union immediately through a separate communication channel. For your protection, log off or otherwise securely exit the services after each online or mobile banking session.

You agree to maintain up-to-date antivirus and malware software on all devices you use to access the online and mobile banking services. You agree to perform updates to your devices software programs when the software vendor notifies you as these updates can protect your devices and log-in credentials. If you fail to maintain up-to-date antivirus and malware software or fail to update the software on your devices, you may be responsible for any losses associated with your compromised log-in credentials. Additionally, you may be responsible for any unauthorized transactions based on information obtained and used by an unauthorized individual to impersonate you and conduct (or attempt to conduct) transactions or requests through the online and mobile banking services. You agree that Credit Union may perform regular maintenance on its equipment or systems and this may result in an interruption in your ability to utilize the online and mobile banking services.

Fees and Charges

The Credit Union does not currently charge fees for accessing online and mobile banking. However, the fees and charges disclosed on the Credit Union's fee schedule, as amended from time to time, remain in full force. By agreeing to the terms and conditions of this Agreement, you acknowledge prior receipt of the fee schedule and agree that your usage of the online and mobile banking services may result in fees or charges. Additionally, your obligations outlined in separate agreements with the Credit Union (as well as any restrictions and prohibitions) remain fully enforceable by the Credit Union. Further, you agree the Credit Union may delay enforcing any of its rights without such delay constituting a waiver or forfeiture of its rights.

Electronic Fund Transfer Errors

In the case of errors or questions about electronic transfers conducted using the online and mobile banking services, please contact the Credit Union immediately. For additional information, please refer to the Electronic Fund Transfer Agreement the Credit Union has separately provided to you.

Changes to Agreement

Except as otherwise required by law, Credit Union reserves the right to change this Agreement and your continued use of the online and mobile banking services constitutes your agreement to all such changes. The Credit Union may add, delete or amend the terms and conditions governing the services.

Termination of Services

The Credit Union may terminate your access to the online or mobile banking services for any reason, including but not limited to, inactivity, suspected fraud, or account misuse, at any time. The Credit Union may provide you with advance notice but it is not required to do so.

Disclaimer

The online and mobile banking services are made available as a service to Credit Union members. The Credit Union strives to provide a secure environment and to provide accurate information so you can conduct business.

THE CREDIT UNION DISCLAIMS ANY WARRANTIES, ENDORSEMENTS, OR REPRESENTATIONS, EXPRESSED OR IMPLIED, RELATED TO ANY PRODUCT, SERVICE, OR OTHER INFORMATION CONTAINED, DISTRIBUTED, DOWNLOADED OR LINKED FROM THE ONLINE OR MOBILE BANKING SERVICES. THE CREDIT UNION ACCEPTS NO RESPONSIBILITY FOR ANY MALICIOUS CODE OR COMPUTER VIRUSES THAT MAY INFECT YOUR DEVICES. PRODUCTS AND SERVICES AVAILABLE THROUGH THE ONLINE AND MOBILE BANKING SERVICES ARE TO BE USED AT YOUR OWN RISK WITH NO OBLIGATIONS OR LIABILITIES BY CREDIT UNION. THE CREDIT UNION IS NOT RESPONSIBLE FOR COMPROMISED PASSWORDS OR LOG-IN CREDENTIALS DUE TO MALWARE, VIRUS OR OTHER METHOD.