NAVY FEDERAL ONLINE®

MOBILE BANKING, ONLINE BANKING, BILL PAY, AND POPMONEY® DISCLOSURE

NAVY FEDERAL Credit Union®

ARMY
MARINE CORPS
NAVY
AIR FORCE
COAST GUARD
FAMILY

Member Consent to Receive Electronic Disclosures and to Conduct Transactions Electronically

Certain laws require Navy Federal to provide information to you about the products and services you use with Navy Federal, and you have the right to receive that information on paper. Navy Federal may provide such information to you electronically if Navy Federal first presents this disclosure and obtains your consent to receive electronic disclosures and to conduct transactions electronically. Your consent includes, but is not limited to, receiving periodic and transaction statements; changes in terms and other related notices; any regulatory required communications conveyed to you related to these services; and electronic transactions associated with the use of these services. This consent does not materially change the rights or obligations specific to the individual services described below.

Hardware and Software Requirements

To access and retain copies of your online statements and to receive other related notices, you must have internet access with a compatible browser. To view browser compatibility requirements, refer to the "Browser Support" link in the footer of the homepage of **navyfederal.org**. In addition, viewing account opening disclosures may require installing Adobe Reader®. You may download Adobe Reader by clicking on the "Install Adobe Reader" link provided on the "Statements Overview" page.

Changes to Hardware or Software Requirements

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your electronic records, we will give you notice of our revised hardware and software requirements. Continuing to use our Mobile and Online Banking services after receiving notice of the change is reaffirmation of your consent to use electronic records and to transact electronically.

Printing Electronic Disclosures

If you elect to receive your disclosures and other related notices electronically, you may print the disclosures for your records or save them onto your computer using your browser's print or save function. If the disclosure or notice is in a PDF format, you can use Adobe Reader's print or save function to retain it for your records. To request that a disclosure or notice be mailed to you, call Navy Federal at 1-888-842-6328.

Withdrawal of Consent

Should you decide that you do not want to continue receiving any future changes to the Mobile Banking, Online Banking, Bill Pay, and Popmoney Terms and Conditions, statement(s) and other related notices online, you can submit a request to receive your statements and other related notices delivered to you in paper form through the U.S. Mail. Select the "My Settings" link within Navy Federal Online Banking and select the "Statements Delivery" tab. You will then be provided with the opportunity to select the "Mail" option for the statement type desired. You also have the option to call Navy Federal at 1-888-842-6328 to request mailing of a particular statement, notice, or disclosure.

Update Contact Information

If you need to update your email address or other contact information with us, you may do so by editing your profile on Navy Federal Online Banking under "Profile" in "My Settings" or calling 1-888-842-6328.

Mobile and Online Banking Terms and Conditions

Our internet address: **navyfederal.org**

Types of Available Transfers and Limits on Transfers

With Navy Federal Mobile and Online Banking, you can make transfers between all owned savings accounts, checking accounts, and Money Market Savings Accounts (MMSAs), and from your savings accounts, checking accounts, and MMSAs to pay your consumer loan, Checking Line of Credit (CLOC), Visa® bills, MasterCard® bills, Fixed Equity Loan, Home Equity Line of Credit, and Mortgage loan. You may also make transfers from your Home Equity Line of Credit to your savings accounts, checking accounts, or MMSAs, or make a cash advance from your credit card to your savings accounts, checking accounts, or MMSAs.

With Navy Federal Online Banking, you can also make transfers between all owned savings accounts, checking accounts, and MMSAs to Member-to-Member savings accounts, checking accounts, or MMSAs at Navy Federal for which you have established a Member-to-Member transfer capability, and transfer funds from your checking account at Navy Federal to your checking account at another financial institution via the Automated Clearing House (ACH). You may also make transfers from a checking account at another financial institution for payment on a Navy Federal loan account. There are minimum and maximum transfer limits associated with transferring funds to/from another financial institution via the ACH. The applicable transfer limits can be found within the Online Banking service by clicking on the "Transfer Funds to/from another Financial Institution Limits" link, which is displayed under the "Transfer Funds to/from another financial institution" feature.

Withdraw $5 to $2,500 from your savings account by check to be mailed to your savings account address-of-record on the next business day with Navy Federal Online Banking.

Transfer Limitations

There is no limit on the number of transfers from your savings account or your MMSA if they are made in person, by Automatic Teller, or by mail, or if they are made to make monthly payments on Navy Federal loans, to have funds mailed directly to you, or as a distribution of your Direct Deposit.

Federal regulations limit the number of certain types of transfers and/or withdrawals you can make from your savings account and your MMSA to six per calendar month. The types of transfers that are limited are those requested by fax, telephone, internet, and pre-authorized transfers.

Enhancements/Modifications to Service

The terms and conditions of these services are subject to change without notification to you, unless prior notification is required by law. Navy Federal reserves the right to revoke or refuse Mobile or Online Banking services.

We may cancel your Mobile or Online Banking services at any time with or without written notice to you. For example (and not excluding other examples), if you do not provide us with your current mailing address and email address, we may cancel your services until you provide us with your current addresses. If you believe we may not have your current addresses, please contact us at the phone number or address below, or edit your profile within the Online Banking service, which you can find under "Profile" in "Settings."

Your Liability for Unauthorized Transfers

Liability Disclosure

By applying for Mobile or Online Banking, you agree to accept responsibility for protecting the integrity of your Password, Password Reset Question and Answer, and Challenge Questions and Answers. In order to help prevent unauthorized transactions and/or account access, you also agree to ensure the security of the personal computer (PC) you own and/or use to access the Navy Federal Online Banking service. By securing the PC you own and/or use, we specifically mean installing antivirus software, a firewall, and spyware detection software on your PC, and keeping this security software current, or verifying that the above security software has been installed and is current. You also agree that Navy Federal may revoke Online Banking if unauthorized account access occurs as a result of your negligence in safeguarding the Password, Password Reset Question and Answer, and Challenge Questions and Answers, or as a result of your negligence in ensuring the security of the personal computer you own and/or use to access the Navy Federal Online Banking service, as described above. Further, you agree that, if Navy Federal is notified that you have included the credit union in the filing of a petition of bankruptcy, Navy Federal may revoke or refuse Online Banking service. You may elect to authorize internet access for any number of authorized users, in addition to yourself. A separate application and agreement must be signed for each authorized user. If you desire another person to have access to your account via the internet, you must sign the Navy Federal Online Banking Service Application and Agreement as the member, and the other person must sign the application as the authorized user. At the time you add an authorized user, they will by default have access to all existing and future accounts

held in your name. Your authorized user will also have the ability to enroll in or access your Bill Pay service. You will have access to manage your authorized user's privileges via the "My Settings" page in Online Banking. This will allow you to provide access for your authorized user(s) to certain accounts and services as you deem necessary. Granting access to your account via the internet to a nonsigner will make you financially liable for all unauthorized access, losses, or misuse of the account until reported to Navy Federal.

Notify us AT ONCE if you believe your account has been accessed without your authority. The best way to minimize your possible loss is to telephone, although you may advise us in person, in writing, or via Online Banking. If you do not notify us, you could lose all the money in your account (plus your maximum line of credit amount). If you tell us within two (2) business days of learning of unauthorized access, you can lose no more than $50 if someone accesses your account without your permission. If you do NOT tell us within two (2) business days of learning of the unauthorized access, and we can prove that we could have prevented it if you had provided us proper notification, you could lose as much as $500.

If your statement shows any electronic fund transfer you did not make or authorize, advise us at once. If you do not tell us within sixty (60) days after the statement was delivered to you of any unauthorized or fraudulent use of your account, you may be liable for money lost after the sixty (60) days.

If a good reason (such as a long trip or a hospital stay) prevents you from notifying us, we may extend time periods.

Address and Telephone Numbers

If you believe someone has gained unauthorized access to your account or your password has been stolen, or if you believe that someone has transferred or may transfer money from your account by accessing your account without your permission, call 24 hours a day toll-free: 1-888-868-8123. If in metro Washington, DC or outside the United States, call 703-255-8699 or write: Navy Federal Credit Union (EFT), PO Box 3001, Merrifield, VA 22119-3001.

Business Days

Navy Federal Credit Union's business days are Monday through Friday, excluding federal holidays.

Documentation of Transactions

Periodic Statements

You will receive a monthly savings and checking account statement for each month in which you initiate electronic transactions via an Automatic Teller or debit at the point of sale, or use the Automated Telephone Service or Online Banking, unless you choose to suppress your statement. At a minimum, you will receive a quarterly savings account statement. Additionally, you can view all of your savings and checking transaction activity through Online Banking.

Transaction Fees

Navy Federal does not charge for transfers initiated via Navy Federal Online Banking, viewing account information via the internet, or the companion Bill Pay service, except for the fee charged for the optional Rush Delivery Bill Pay service. Navy Federal reserves the right to charge for Online Banking or Bill Pay. You will be given at least 21 days advance notice before Navy Federal implements any new fees for Online Banking or Bill Pay.

Liability for Failure to Make Transfers

If Navy Federal does not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if, through no fault of ours, you do not have sufficient funds in your account or available credit in your CLOC to make the transfer; if the funds in your account are subject to legal process, such as garnishment or attachment; if the account is subject to a pledge or security agreement; or if, despite reasonable precautions that we have taken, circumstances beyond our control (such as fire, power failure, flood, or failure of paying agency to deliver direct deposit payment data) prevent the transfer.

Account Information Disclosure

We will disclose information to third parties about your account or the transactions you make:

- if we return checks on your account drawn on non-sufficient funds or if we are unable to complete an electronic transfer because of non-sufficient funds
- when it is necessary for completing transfers
- in order to verify the existence or conditions of your account for a third party, such as a credit bureau or merchant
- in order to comply with government agency or court orders
- if you give us your written permission
- in accordance with our privacy policy

In Case of Errors or Questions About Your Electronic Transfers

If you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, telephone us toll-free as soon as possible: 1-888-842-6328. For toll-free numbers when overseas, visit **navyfederal.org** or use 1-703-255-8837 for collect international calls. Otherwise, write us at:

Navy Federal Credit Union (EFT)
PO Box 3001
Merrifield, VA 22119-3001

We must hear from you no later than sixty (60) days after the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transaction 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 your complaint or question in writing within ten (10) business days. We will notify you of the results of our investigation within ten (10) business days (twenty [20] business days for new accounts) of hearing from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days (twenty [20] business days for new accounts) 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. A provisional credit is a temporary credit adjustment made to your account 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 ten (10) business days, we may remove the provisional credit from your account. Please note that contacting us by telephone will not preserve your rights. If it is determined that there was no error, we will send you a written explanation within three (3) business days of completing our investigation, and any provisional credits will be reversed. If you do not have sufficient funds in your account to cover the amount of the provisional credit, the account will be overdrawn, and you will be responsible for payment. You may ask for copies of the documents that we used in our investigation.

Important Information About Becoming an Authorized User

To help fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account, including joint owners. When you open an account or become an authorized user, we will ask you for your name, address, date of birth, and other information that will allow us to identify you.

Bill Pay Terms and Conditions

Service Definitions

"Service" means the Bill Pay Service offered by Navy Federal Credit Union, through our designated service provider.

"Service Provider" means companies that we have engaged to render some or all of the Service to you on our behalf.

"Agreement" means these Terms and Conditions of the Navy Federal Bill Pay Service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills (E-Bills), as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees, including the optional Rush Delivery fee, will be automatically debited.

"Business Day" is every Monday through Friday, Eastern Time, excluding Federal Reserve holidays.

"Rush Delivery" is an optional service available with participating Billers that allows you to initiate payment for immediate processing for an additional fee.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day. Payments with the optional Rush Delivery service will begin processing immediately.

"Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

Use of a Third-Party Bill Pay Service Provider

Navy Federal Credit Union offers the Bill Pay service through our designated third-party service provider. The service provider will be processing bill payments and answering questions directly related to such member-initiated bill payments. Accordingly, the term "Customer Care" represents the customer service provided by the service provider to Navy Federal's Bill Pay subscribers on Navy Federal's behalf. Navy Federal, at its sole discretion, reserves the right to change Bill Pay service providers.

Charges or Fees

The Bill Pay service is provided to you at no cost. Charges for other transactions and optional services (e.g., non-sufficient funds stop payment fees, overdraft fees) are specified in Navy Federal's *Schedule of Fees and Charges*, which can be found on the Navy Federal website (**navyfederal.org**).

Please also see the *Schedule of Fees and Charges* for the fee associated with the optional Rush Delivery service.

You agree to pay such fees and charges, and authorize the Service to charge your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your share or loan accounts will continue to apply. You are responsible for any and all telephone access fees or internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

Failed or Returned Transactions

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

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

In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with Navy Federal's *Schedule of Fees and Charges*, which can be found on the Navy Federal website (**navyfederal.org**). Further, you also agree that a NSF fee may be charged to your account even if the payment is not returned but is paid and overdraws your Payment Account.

By enrolling for and using the Service, you agree that Navy Federal has the right to collect funds from all your share accounts, as well as the available balance on your line of credit accounts (e.g., CLOC or credit card accounts) to recover funds for all payments that have been requested to be paid by you and your authorized user. This includes accounts of which you are the primary member-owner, as well as accounts of which you are the joint owner.

Bill Payment Scheduling

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

Please note: While you can make payments to your Navy Federal loan accounts using the Service, you can also make payments using the transfer payment option on the Navy Federal Online Banking service at no charge.

Rush Delivery: In order for a Rush Delivery payment to be processed the same day, it must be initiated on a Business Day and prior to the Biller's cutoff time. Cutoff times vary by Biller. If Rush Delivery is not available for an intended Biller, if you have missed the Biller's cutoff time for that day, or if you attempt to submit a Rush Delivery payment on a non-Business Day, it will not be presented as an option to you.

The Service Guarantee

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

Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Service. To be enrolled in the Service, you must have a United States mailing address, a FPO or APO address, or an address in one of the following U.S. territories and/or possessions: American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Island, Palau, Puerto Rico, or the Virgin Islands.

Exception Payments

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

Payment Authorization and Payment Remittance

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

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

If you choose the optional Rush Delivery service, you authorize the Service to debit your Billing Account the same day, with the additional fee charged for Rush Delivery. Please refer to the *Schedule of Fees and Charges* on **navyfederal.org**.

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

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your CLOC account. Per federal regulation, pre-authorized telephone, internet, or automatic transfers from savings to cover checking overdrafts cannot exceed six (6) in number per calendar month;
2. The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction, and the Service has taken reasonable precautions to avoid those circumstances.

Rush Delivery payments submitted without complete or accurate information may be rejected or may not post on time. You will be charged the associated fee for each Rush Delivery payment order you submit, regardless of whether it was properly submitted.

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

Payment Methods

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

Payment Cancellation Requests

You may cancel or edit any Scheduled Payment, including recurring payments but excluding “Rush Delivery” payments, by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be canceled or edited. Therefore, a stop payment request must be submitted.

The Rush Delivery service results in immediate processing of your payment, and cannot be modified or canceled once submitted.

Stop Payment Requests

The Service’s ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Bill Pay Customer Care, offered through our Service Provider. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. Please refer to Navy Federal’s *Schedule of Fees and Charges*, which can be found on the Navy Federal website (**navyfederal.org**).

A stop payment request cannot be submitted for Rush Delivery.

Electronic Bill (E-Bill) Delivery and Presentment

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

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

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

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

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

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

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

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

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

Exclusions of Warranties

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

Authorized User

If you have designated an Authorized User on your Online Banking service, your Authorized User will also have online access to your Bill Pay service. However, you may restrict this access via the "My Settings" page in Online Banking. Online access includes the ability to enroll, pay, add, change, or delete Billers, and schedule or stop payments. If you want your Authorized User to be able to contact Bill Pay Customer Care via telephone on your behalf, you must add your Authorized User to your Bill Pay service via the "My Profile" section of the Service. You and your Authorized User(s) are equally responsible for adhering to all items disclosed in this Agreement.

Password and Security

You agree not to give or make available your Online Banking password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorized using the Service. If you permit other persons to use the Service or your Online Banking password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your Online Banking password or other means to access your account has been lost or stolen, or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 1-888-560-8031 or 1-614-564-3878 during Bill Pay Customer Care hours.

Your Liability for Unauthorized Transfers

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

Errors and Questions

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

- Telephone us toll-free at 1-888-560-8031 or dial direct at 1-614-564-3878 during Customer Care hours;
- Contact us by using the Service's e-Messaging feature; and/or
- Write us at:
  Navy Federal Credit Union
  Attn: Account Servicing
  PO Box 182477
  Columbus, OH 43218-2477

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

1. tell us your name and Service account number;
2. describe the error or the transaction in question and explain as clearly as possible why you believe it is an error or why you need more information; and
3. tell us the dollar amount of the suspected error.

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

Disclosure of Account Information to Third Parties

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

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders;
6. If you give us your written permission; or
7. In accordance with Navy Federal's privacy policy.

Alterations and Amendments

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

Address or Banking Changes

It is your sole responsibility to ensure that your contact information with Navy Federal is current and accurate. This includes, but is not limited to, name, address, phone numbers, and email addresses. Changes can be made within the Online Banking service using the "Update My Personal Profile" feature or by contacting Navy Federal Credit Union. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

Service Termination or Suspension

Navy Federal or the Service may terminate or suspend Bill Pay Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Any payment(s) the Service has already processed before the termination or suspension date will be completed by the Service. All Scheduled Payments (including recurring payments) will not be processed once the Service is terminated or suspended.

Biller Limitation

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

Returned Payments

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

Information Authorization

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

Disputes

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

Assignment

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

No Waiver

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

Captions

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

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia, without regard to its conflicts of laws provisions, provided, however,

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

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

Electronic Disclosures

"Disclosures" means terms, conditions, and other information required to be communicated to you by law.

Navy Federal Credit Union and the Service will provide your Bill Pay Terms and Conditions Agreement electronically. This Agreement will remain available online for you to print. Navy Federal will also provide notices of changes to this Agreement and other related disclosures, if required by law, electronically through the Service's eMessaging system, the Navy Federal Online Banking eMessage system, or U.S. mail to your Navy Federal address of record. In addition, Navy Federal will provide changes to the terms of this Electronic Disclosures Agreement and other related disclosures electronically.

Hardware and Software Requirements

To access and retain copies of your electronic disclosures, you must have internet access with a compatible browser. To view a list of browsers that are compatible, go to the Navy Federal website (**navyfederal.org**) and click on the "Browser Requirements" link at the bottom of the page.

Copies of Disclosures

The Bill Pay Service Terms and Conditions Agreement will remain available for viewing and printing within the Bill Pay Service. All other disclosures will remain available for viewing in the electronic messaging system for ninety (90) days, unless you choose to delete the message.

Withdrawal of Consent

You may withdraw your consent to receive Bill Pay Service disclosures electronically, but doing so will result in termination of your Bill Pay Service. To withdraw your consent for electronic disclosures, please follow the instructions outlined in the "SERVICE TERMINATION OR SUSPENSION" provision of the Bill Pay Service Terms and Conditions.

Popmoney Terms and Conditions

1. Introduction. This Terms of Use document (hereinafter "Agreement") is a contract between you and Navy Federal Credit Union (hereinafter "we" or "us") in connection with the Popmoney Personal Payments Service (the "Popmoney Service" or "Service") offered through our online banking site (the "Site"). This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Description of Service. The Popmoney Service enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars (or in gift card value, if applicable). Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through **www.Popmoney.com** (the "Popmoney Website"), and if you choose to initiate or receive a payment at the Popmoney Website, you acknowledge and agree that you

shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.

3. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Popmoney Service, and we are solely responsible to you and any Sender, Receiver, and Requestor to the extent any liability attaches in connection with the Popmoney Service. You agree that we have the right under this Agreement to delegate to Service Providers all the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" section at the bottom of this Agreement.

4. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade, or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades, or enhancements.

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

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

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

Navy Federal Credit Union
Attn: Account Servicing
PO Box 182477
Columbus, OH 43218-2477

We may also be reached toll-free at 1-888-560-8031 or dial direct at 1-614-564-3878 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 31 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

8. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including, but not limited to, the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation, and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required

disclosures, and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in section 7 above. We reserve the right to charge you a reasonable fee not to exceed twenty (20) dollars to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

9. Text Messages, Calls, and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number, and/or email address), you consent to receiving calls from us at that number and/or emails from us for our everyday business purposes (including identity verification). You further consent to receiving text messages from us at that number and/or emails from us for marketing purposes. Please review our Privacy Policy for more information.

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

11. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy at **www.navyfederal.org/pdf/publications/NFCU_198_PrivacyPolicy.pdf** in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

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

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

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

(a) Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States);

(b) Payments that violate any law, statute, ordinance, or regulation;

(c) Payments that violate the Acceptable Use terms in section 15 below;

(d) Payments related to: (1) tobacco products; (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances, or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate, or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass, or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction;

(e) Payments related to gambling, gaming, and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery), and sweepstakes;

(f) Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes, or multi-level marketing programs; (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking, or transactions to finance or refinance debts funded by a credit card; (3) are for the sale of items before the seller has control or possession of the item; (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's

checks or money orders, currency dealers or exchanges, or check cashing; or (6) provide credit repair or debt settlement services; and

(g) Tax payments and court-ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted, or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in section 7 above of any violations of this section or the Agreement generally.

15. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance, or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass, or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software, or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or Service; or (j) may cause us or our Service Providers to lose any of the services from our Internet Service Providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in section 7 above of any violations of this section or the Agreement generally.

16. Payment Authorization and Payment Remittance.

(a) By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

(b) When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including, but not limited to, those payments returned to us from Receivers to whom you sent payment(s) and those payments that were canceled and returned to you because the processing of the Payment Instruction could not be completed.

(c) You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account

numbers, outside of our obligations under the law to investigate errors, described below in Section 31 (Errors, Questions, and Complaints).

(d) You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

(e) We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
3. The payment is refused as described in Section 20 below;
4. You have not provided us with the correct information, including, but not limited to, the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

(f) It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including, but not limited to, the Payment Instructions and name, telephone number, and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

17. Initiation of Payment Instructions. You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number), and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instructions to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next

Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account), or receipt of a gift card, if applicable, may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information, or, in the case of a gift card, if applicable, a valid U.S. street address for gift cards that are physically delivered. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account or the delivery of a gift card, if applicable.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) business days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of section 20 below.

18. Receiving Payments. If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she, or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website. Or, as applicable, if another person wants to send you a gift card using the Service, he or she can do that from an Eligible Transaction Account at a financial institution that participates in the Service and makes available the purchase of gift cards through the Service.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution that holds the Sender's Eligible Transaction Account, and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive gift cards or Popmoney Requests, each as applicable, from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requestor initiate a Popmoney Request using the Service, you acknowledge and agree that as disclosed on the Site, (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

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

20. Payment Cancellation, Stop Payment Requests, and Refused Payments. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. The charge for each stop payment or fund recovery request will be the current charge for such stop payment or funds recovery service as set out in the applicable fee schedule or as disclosed through the Site. Payments not claimed by a Receiver will be automatically canceled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

21. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in section 7 above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than $50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as $500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

22. Mobile Phone Users. Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.

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

24. Service Fees and Additional Charges. You understand and agree that you are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED,

UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Request Money, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and/or internet service fees that may be assessed by your telephone and/or Internet Service Provider.

25. Failed or Returned Payment Instructions. In using the Service, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the Payment Instruction for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:

(a) you will reimburse us immediately upon demand the amount of the Payment Instruction if we have delivered the payment to the Receiver but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing;

(b) for any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;

(c) you may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;

(d) you will reimburse us for any fees or costs we incur in attempting to collect any amounts from you; and

(e) we are authorized to report the facts concerning the return to any credit reporting agency.

26. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers, and email addresses. Changes can be made within the user interface of the Service or by contacting customer care for the Service as set forth in section 7 above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions, or contact information.

27. Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

28. Returned Payments. In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

29. Information Authorization. Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service as a Sender, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including (without limitation) financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in,

to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders, and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store, and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer, or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit compliance, and audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store, and disclose such information acquired in connection with the Services in statistical form for pattern recognition, modeling, enhancement, and improvement, system analysis and to analyze the performance of the Service.

30. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in section 7 above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

31. Errors, Questions, and Complaints.

(a) In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in section 7 above.

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

1. tell us your name;
2. describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and
3. tell us the dollar amount of the suspected error.

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

32. Intellectual Property. "Popmoney" is a trademark of CashEdge Inc. or its Affiliates. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title, and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and

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

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

34. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in section 7 above. See also section 21 above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

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

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

37. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than $10,000.00 USD, the party requesting relief agrees to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. The party requesting relief will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically

or online, and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives, or witnesses, unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state, and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

38. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State of Virginia. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those that are arbitrated under section 37 above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes, unless said claim is submitted to arbitration under section 37 of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

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

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

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

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

43. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR

THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED, OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION, OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION, OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION, OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 37 AND 38 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS, AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT-OF-POCKET DAMAGES UP TO A MAXIMUM OF $500.00 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

44. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered, and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 3, 6-9, 12, 23, 25, 32, and 35-44, as well as any other terms, which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including, but not limited to, its customer care personnel), the terms of the Agreement will prevail.

45. Definitions.

(a) **"ACH Network"** means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

(b) **"Affiliates"** are companies related by common ownership or control.

(c) **"Business Day"** is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

(d) **"Eligible Transaction Account"** is a transaction account from which your payments will be debited, from which your Popmoney Services fees will be automatically debited, or to which payments and credits to you will be credited. An Eligible Transaction Account may include a checking, money market, or other direct deposit account, credit card account, or debit card account, including any required routing information.

(e) **"Payment Instruction"** is the information provided by the Sender to the Popmoney Service for a payment to be made to a Receiver (such as, but not limited to, name, mobile telephone number, email address, and bank account and routing number information).

(f) **"Payment Network"** means a debit or credit network (such as the ACH Network or ACCEL/Exchange payment network) through which funds may be transferred.

(g) **"Popmoney Request"** means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.

(h) **"Receiver"** is a person or business entity that is sent a Payment Instruction through the Service.

(i) **"Requestor"** is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.

(j) **"Sender"** is a person or business entity that sends a Payment Instruction through the Service.

(k) **"Service Provider"** means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

Navy Federal Credit Union Mobile Banking Terms and Conditions

Mobile Banking is provided to you by Navy Federal Credit Union. When Navy Federal Credit Union holds an Eligible Account or provides an Online Financial Service, these "Terms of Use" set forth the terms and conditions for use of the Navy Federal Credit Union Mobile Banking service. By checking the check box, "I have read, and I understand and agree to the Navy Federal Mobile Terms and Conditions" on the "Enter Phone Number" page, by clicking the "Set Up Touch ID" or "Set Up Fingerprint Sign In" box, or by giving verbal consent to contact center personnel, you agree to all terms, conditions, and notices contained or referenced in these Terms of Use, and you are providing your EXPRESS PRIOR CONSENT.

Navy Federal may at any time request the following from you in relation to your mobile or online banking activities: electronic banking credentials, implementation of alternative risk control mechanisms, or contact authorities when suspicious account activity or member security-related events occur.

Access to and use of the Navy Federal Credit Union Mobile Banking service is subject to all applicable federal, state, and local laws and regulations. Unauthorized use of the Navy Federal Credit Union Mobile Banking service or information accessed via the Navy Federal Credit Union Mobile Banking service is strictly prohibited.

Description of Navy Federal Credit Union Mobile Banking

Navy Federal Credit Union Mobile Banking refers generally to any service allowing an existing Navy Federal member to access and view "Eligible Account(s)" from a cell phone or handheld device (collectively, "mobile device"). The Navy Federal Credit Union Mobile Banking service includes Text Banking and access through the Navy Federal app. In the event of any inconsistency between prior terms of use applicable to the Navy Federal Credit Union Mobile Banking service and these Terms of Use, these Terms of Use shall apply. Undefined terms herein shall have the meaning assigned to them in the Consumer Account Agreement. These Terms of Use supplement the Consumer Account Agreement. In the event of an inconsistency between the Consumer Account Agreement and these Terms of Use, the Terms of Use shall govern. The Navy Federal Credit Union Mobile Banking service allows you to view balances and track recent account activity for your "Eligible Account(s)" from your mobile device and receive alerts for which you have subscribed.

What Does Navy Federal Credit Union Mobile Banking Include?

Navy Federal Credit Union Mobile Banking includes Text Banking and access through the Navy Federal app.

- Text Banking requires a text-enabled mobile device. You do not need internet access on your mobile device to use Text Banking. Text Banking allows you to view your

account balance, review recent account history, and transfer funds between your accounts using the text message functionality on your mobile device.

- Touch ID™ and Fingerprint Sign In Authentication are optional authentication methods offered by Navy Federal Credit Union to sign into Navy Federal Credit Union Mobile Banking. You can turn this feature on or off by checking or un-checking the "Enable Touch ID" or "Enable Fingerprint Sign In" check box on the Settings screen. Fingerprints are stored on your device only. Navy Federal Credit Union never sees your fingerprint information and does not store this fingerprint information. You acknowledge that by enabling Touch ID or Fingerprint Sign In, anyone who has a fingerprint stored on your device will have access to your personal and payment account information on Navy Federal Credit Union Mobile Banking. Navy Federal Credit Union reserves the right to suspend or disable this feature at any time. Touch ID and Fingerprint Sign In can only be associated with one Navy Federal Credit Union Mobile Banking User ID at a time on a device. If you believe someone has gained unauthorized access to your account or your password has been stolen, call 24 hours a day toll-free: 1-888-868-8123. If in metro Washington, DC or outside the United States, call 703-255-8699 or write: Navy Federal Credit Union, PO Box 3001, Merrifield, VA 22119-3001.

From time to time, Navy Federal Credit Union may develop additional Mobile Banking services. As such services are developed, you will have the opportunity to add them to your Navy Federal Credit Union Mobile Banking service, provided you have compatible wireless hardware and software.

How do I Register for Navy Federal Credit Union Mobile Banking?

You must first register for Navy Federal Credit Union Mobile Banking from a personal computer and not from a mobile device. You will be provided access to Text Banking, the Mobile Banking website services, and the Navy Federal app.

Relationship to Other Agreements

You agree that when you use Mobile Banking services, you will remain subject to the terms and conditions of all existing agreements with our affiliates and us. You acknowledge that certain wireless service providers and/or wireless carriers may assess fees, limitations, and/or restrictions that might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with Mobile Banking, including downloading the software, receiving or sending Mobile Banking text messages, or other use of your wireless device when using the software or other products and services provided by Mobile Banking). You expressly agree that you are responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at Navy Federal, including account servicing and collection purposes.

Account Ownership/Accurate Information

You represent that you are the legal owner of the account and other financial information, which may be accessed via Mobile Banking. You represent and agree that all information you provide us in connection with Mobile Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking services. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up-to-date, and accurate.

Touch ID™ is a trademark of Apple, Inc.

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Navy Federal Online Banking Application and Agreement

Section 1 *(Member complete.)*

Name: First	MI	Last	Suffix	Social Security No.	Access No.
Date of Birth *(MM/DD/YY)*	Home Phone	Work Phone		Email Address	
Signature ▶				Date *(MM/DD/YY)*	

Section 2 *(Complete for Authorized User.)*

Authorized User Name: First	MI	Last	Suffix	Authorized User Social Security No.	Date of Birth *(MM/DD/YY)*
Address: Street	City	State	Zip Code	Phone No. (Home)	Phone No. (Work)
Authorized User Signature ▶			Date *(MM/DD/YY)*		Authorized User Email Address

For Office Use Only

Processed By

Date *(MM/DD/YY)*

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I (and my authorized user, if he or she has signed this agreement) hereby submit this application for Navy Federal Online Banking service. I understand that this service will provide me access to all existing and future accounts held in my name. My authorized user will also have access to all existing and future accounts held in my name, except those where I am designated as the joint owner, co-signer, or co-borrower, as well as the ability to enroll in or access my Bill Pay services. I understand that I am able to manage my authorized user's privileges via the "My Settings" page in Online Banking. Furthermore, I understand that, while my authorized user may access my line(s) of credit, I remain solely responsible for repayment if any credit is extended. I/We hereby accept responsibility for safeguarding the password(s) in order to prevent unauthorized access and transactions on the account. I/We agree that Navy Federal may revoke Online Banking service if unauthorized access occurs as the apparent result of negligence in safeguarding the password(s). If Navy Federal is notified that I have included the credit union in the filing of a petition of bankruptcy, Navy Federal may revoke Online Banking service to my account. I (and my authorized user, if he or she has signed this agreement) acknowledge receipt of, and agree to, the Navy Federal Online Banking Service Application, Agreement, and Disclosure Statement and all amendments mailed to the address shown on Navy Federal records.