

## **Digital Banking Agreement (June 7, 2021)**

This agreement (“Agreement”) governs your and our rights and responsibilities concerning Digital Banking services we may make available to you. Please read this Agreement carefully before you consent and keep a copy for your records. By using Digital Banking, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement. We recommend that you download or print this Agreement and keep a copy for your reference.

The terms of this Agreement are in addition to the terms of any account agreements you have with us, including the Membership Agreement and Disclosures, Membership Application, Schedule of Fees, Funds Availability Disclosure, and any change in terms notices. In the event of a conflict, the terms of this Agreement control.

**Definitions:** In this Agreement, the plural form of a word also means the singular, and vice versa. “You,” “your,” or “yours” means each of you who uses Digital Banking including any joint owner or authorized user (User). “Credit Union,” “we,” “us,” “our,” or “ourselves” means Justice Federal Credit Union. “Account” means any one or more accounts or loans you have with the Credit Union in which you have an ownership interest or as to which you are an authorized user. “Access Code” means any username, password, personal identification number (“PIN”), token, security picture and phrase, or security questions you use to access any Account. “Access Device” means any device that we allow you to access or to use any Account or other service including any computer, smart-phone, or other hardware. “Digital Banking” means any service by which we allow you to access or to use any Account via smart-phone, computer tablet, or similar Access Device (Mobile access) and any service by which we allow you to access or to use any Account via the Internet through the use of any Access Device (Internet access).

**Digital Banking Access:** You may access Digital Banking through the Internet using an Access Device and your Access Code. You will also be asked to register the computer you routinely use to access Digital Banking. Registering your computer forms a digital fingerprint, allowing our system to recognize your computer each time you access Digital Banking. You agree that the use of your Access Code will have the same effect as your signature authorizing transactions and that we may treat any person who accesses your Digital Banking using valid Access Codes as a person you have authorized to do so. You agree that, when you use Digital Banking, you remain subject to the terms and conditions of your agreements with us and with any unaffiliated service providers, including but not limited to your Internet service provider or mobile service provider, and that this Agreement does not amend or supersede any of those unaffiliated service provider agreements. You understand that those agreements with unaffiliated service providers may provide for fees, limitations, and restrictions that might affect your use of Digital Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Digital Banking), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that any unaffiliated service provider is responsible for its products and services. You agree to resolve any problems with those products and services directly with your unaffiliated service provider.

**Mobile Access:** Mobile access is offered as a convenience and supplemental service available as part of Digital Banking. You must download our mobile application or access our mobile interface with your Access Device and then enter your Access Code for Mobile access. Some services may not be available

through Mobile access. The Mobile application may not be accessible or may have limited utility over some network carriers and may not be supportable on all Access Devices.

Account Balance and Transactions: The Account balance and transaction history information available to you through Digital Banking may be limited to recent Account information involving your Account. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for automated teller machine or debit card transactions and our Funds Availability Policy. We reserve the right to limit the types and number of Accounts or transactions that are eligible, and we reserve the right to refuse to make any transaction you request through Digital Banking.

Account Alerts: If you set up alerts (“Alerts”) in Digital Banking, we will send the Alerts to the email address or text email address you specify in the Alert setup. Please be aware that the information transmitted may not be secure, and we cannot guarantee the security of any such information. We will not be liable to you for any losses caused by your failure to properly use or respond to Alerts. We assume no responsibility for the timeliness, accuracy, completeness, reliability, deletion, or missed delivery of any Alerts. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current Account information, you agree to contact us directly.

User Security: You agree to take every reasonable precaution to ensure the safety, security, and integrity of your Account and transactions when using Digital Banking. You agree not to leave your Access Device unattended while logged onto Digital Banking and to log off immediately at the completion of each access by you. It is important to keep a current email address on file with us, as we use this to communicate important security events about your Account to you.

Security of Access Code: The Access Code you select is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Access Code. You agree not to disclose or otherwise make your Access Code available to anyone not authorized to access or use your Account. If you authorize anyone to use your Access Code, that authority will continue until you specifically revoke such authority by notifying us in writing (or by any other method we may require or permit).

Liability for Unauthorized Access: You are responsible for all transactions you authorize under this Agreement. If you permit other persons to access your Digital Banking or to use your Access Code, you are responsible for any transactions such persons authorize or conduct on any of your Accounts. You will notify us at once if you believe anyone has used your Access Code or accessed your Account through Digital Banking without your authorization. If you fail to maintain security of your Access Code and we suffer a loss, we may terminate your Digital Banking access.

Account Ownership/Accurate Information: You represent that you are the legal owner of your Account, or an authorized user of the account, and any other financial information that may be accessed or transmitted through Digital Banking. You represent and agree that all information you provide to us in connection with Digital Banking is accurate, current, and complete, and that you have the right to provide such information to us. You agree not to misrepresent your identity or your Account information. You agree to keep your Account information up-to-date and accurate.

Transfer Money to Another Financial Institution (External Transfers): External transfers are transfers between your Account(s) at the Credit Union and your account(s) at another financial institution(s).

External transfers for which we are either the receiving or originating financial institution may be subject to certain limitations. Generally, a maximum daily amount of \$5,000, with a monthly maximum of \$50,000, may be transferred to or from other financial institutions. We reserve the right to increase or decrease this limit on an account by account basis. Any limit we establish is subject to change. We reserve the right to refuse any transaction that would draw on insufficient or unavailable funds or lower an Account below a required minimum balance. All transfers, including loan payments, are not posted immediately but will be posted on the date stated when the transfer is requested.

Member Liability for Electronic Fund Transfers (EFTs): You are responsible for all transactions that you, or an authorized user you grant access to, authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, or your Access Code, you are responsible for any transactions they authorize or conduct on any of your Accounts.

TELL US AT ONCE if you believe your Access Code has been lost or stolen, if you believe someone has used your Access Code or otherwise accessed your Accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line-of-credit).

For all other EFT transactions involving your Access Code, including if you were negligent in the handling of your Account or Access Code, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your Access Code, you can lose no more than \$50.00 if someone used your Access Code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Code and we can prove we could have stopped someone from using your Access Code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by Access Code, card, or other means, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Access Code has been lost or stolen or that someone has transferred or may transfer money from your Accounts without your permission, call:

(703) 480-5300

(800) 550-5328

or write to:

Justice Federal Credit Union  
5175 Parkstone Dr., Suite 200  
Chantilly, VA 20151  
Fax: (703) 480-5400

User Conduct: You agree not to use Digital Banking or the content or information delivered through Digital Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade

secret, or other proprietary rights or rights of privacy, including any rights in the software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of Online Banking to impersonate another person or entity; (c) violate any law, statute, ordinance, or regulation (including but not limited to those governing Internet gambling, export control, consumer protection, unfair competition, anti-discrimination, and false advertising); (d) be false, misleading, or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (g) potentially be perceived by a reasonable person as illegal, offensive, or objectionable; (h) interfere with or disrupt computer networks connected to Digital Banking; (i) interfere with or disrupt the use of Digital Banking by any other user; or (j) permit unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-Sale: You agree that the Digital Banking service is only for the personal or business use of authorized individuals. You agree not to make any commercial use of Digital Banking or resell, lease, rent, or distribute access to Digital Banking.

Indemnification: Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, expenses, and costs (including but not limited to reasonable attorneys' fees) caused by or arising from: (a) a third-party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with Digital Banking; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Digital Banking.

Termination of Services: You agree that we may terminate this Agreement and your use of Digital Banking if: (a) you or any authorized user of your Account or Access Code breaches this or any other agreement with us; (b) we receive a request to change or remove an authorized user; (c) we have reason to believe there has been an unauthorized use of your Account or Access Code; or (d) as otherwise stated in your Membership and Account Agreement. You or any other owner of your Account may terminate this Agreement by notifying us by telephone or in writing. If you notify us by telephone, we may require that you confirm your request in writing. The termination of this Agreement will not affect your or our rights and responsibilities under this Agreement for transactions that were initiated before termination.

Alterations, Amendments and Updates: We may alter or amend the terms of this Agreement and any associated fees from time to time, and we will send you a notice of change as required by applicable law. Any use of Digital Banking after we send you a notice of change will constitute your agreement to such change. Further, we may revise or update the Digital Banking system or program from time to time in our sole discretion, and any such revision or update may render all such prior versions obsolete. As a result, we reserve the right to terminate this Agreement as to all such prior versions of the Digital Banking programs, services, and related material as well as to permit access to Digital Banking's most recent version only. From time to time, we may add, modify, or cancel any Digital Banking feature or service we offer without notice, except as may be required by applicable law. Any new Digital Banking feature or service will be governed by this Agreement and by any agreement provided to you at the time the new Digital Banking feature or service is added or at the time of enrollment for the feature or service, if applicable.

Enforcement: This Agreement or any claim or dispute arising under this Agreement will be construed in accordance with and governed by the laws of the Commonwealth of Virginia, together with specifically applicable federal laws governing this Agreement. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions will remain in full force and effect.

Waiver: We have the right to waive the enforcement of any term or condition of this Agreement. We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions. No such waiver will modify the terms and conditions of this Agreement.

Disclaimer of Warranties: YOUR USE OF DIGITAL BANKING AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN RISK AND DIGITAL BANKING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF DIGITAL BANKING, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT: (a) DIGITAL BANKING WILL MEET YOUR REQUIREMENTS; (b) DIGITAL BANKING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM DIGITAL BANKING WILL BE ACCURATE OR RELIABLE; AND (d) ANY ERRORS IN DIGITAL BANKING WILL BE CORRECTED.

Other Limitations on Liability: We will make all reasonable efforts to ensure the availability of Digital Banking. However, there may be certain times when Digital Banking is unavailable because of maintenance (scheduled or unscheduled) or as a result of unforeseen events such as earthquakes, fires, floods, etc. We will not in any way be liable for the unavailability or any consequential damages that may result. We make no representation that any content or use of Digital Banking is available for use in locations outside of the United States. Accessing and using Digital Banking from locations outside of the United States are at your own risk. We will not be liable to you for any losses caused by your failure to use Digital Banking properly. We have no responsibility or liability whatsoever as to your Access Device, your software, Internet service, or any use thereof.

WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF, DIGITAL BANKING, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Assignment: You may not assign this Agreement to any other party. We may assign this Agreement or assign or delegate certain of our rights and responsibilities to any affiliated company, independent contractor, or other third-party service provider.

**Granting Access to Other People (Manage Users)**

This agreement ("Agreement") governs your and our rights and responsibilities concerning the Manage User section available to you in Digital Banking. Please read this Agreement carefully before you consent, and keep a copy for your records.

The terms of this Agreement are considered part of the Digital Banking Agreement and are in addition to the terms of any account agreements you have with us, including the Membership Agreement and Disclosures, Membership Application, Schedule of Fees, Funds Availability Disclosure, and any change in terms notices. In the event of a conflict, the terms of this Agreement control.

As the authenticated primary user of Digital Banking, you have the ability to provide another person or persons (Users) with access to your Digital Banking and with the ability to conduct certain transactions with respect to your accounts. Manage Users allows you to grant access to other Users that may include view-only access, making transfers between designated accounts, and initiating payments from designated accounts. You have sole authority and control for sharing access with, managing, and disabling Users and/or their respective authority. You authorize us to act on transaction instructions initiated under the credentials of an authenticated User, just as if it was initiated under your credentials. When granting Users access, you assume total liability for any and all activities of a User with respect to your accounts, and you agree to hold us harmless in any claim you make against a User for breach of your agreement with said User. Account Holders should closely and regularly monitor the activities of Users who access this service and notify us immediately if there is any reason to believe the security or confidentiality of the account has been breached.

You will create a user name for each User. A temporary password will be generated and assigned to the User at the time of enrollment, after which the User will establish their own password. Only the primary user/owner may assist a User with a forgotten user ID or password. We are unable to assist the User with resetting a user ID or password and cannot unlock a locked account for a User.

If the Digital Banking access of the primary user is suspended or terminated for any reason, the person(s) granted access (i.e., Users) will no longer be able to access Digital Banking.

This shared access feature provides access to information and the ability to conduct certain transactions within Digital Banking ONLY. Please contact a Member Service Representative at 800-550-5328 for account access options outside of Digital Banking and if you have any additional questions.

#### **Member to Member Transfer**

The following terms and conditions are considered part of the Digital Banking Agreement.

Member to member transfer allows you to transfer funds to accounts owned by other members of Justice Federal Credit Union. You will need the receiving member's Justice Federal Credit Union account number and account type along with the dollar amount in order to complete the transfer. Transfers can be scheduled for immediate, future-dated, or recurring delivery dates. You will be able to transfer up to the available balance in your account. Sufficient funds must be in your account at the time of your request. When you request a transfer using the service, you authorize us to follow the transfer instructions and transfer the funds from the designated originating account to the designated receiving account. We will rely on the account provided by you as proper identification of the receiving account. We are not liable for incorrect transfers if we rely on the information you provided.