

GENERAL DIGITAL BANKING TERMS AND CONDITIONS



These General Digital Terms and Conditions apply equally to Online Banking and Mobile Banking except where the context indicates otherwise. For additional terms and conditions regarding your account(s), refer to our website at www.andrewsfcu.org.

This disclosure provides information and the general terms and conditions for use of Andrews Federal Credit Union's Online Banking and Mobile Banking (collectively, "Digital Banking"). You will find definitions of terms used throughout the Agreement, and provisions that provide you necessary information related to contacting you by mobile device, by email, and electronically; the electronic transactions permitted; your liability for unauthorized transactions; contact information for unauthorized transactions or if you have a question or error that needs to be resolved; protecting your password, access, devices, and means to carry out electronic transactions; and your remedies and limitations on liability. By using Digital Banking, you represent that you meet any requirement described herein and that you agree to be bound by this Agreement.

1. Definitions

"Affiliates" are companies related by common ownership or control.

"Agreement" means the terms and conditions that pertain to the particular Service in which this defined term is used, or to this entire Digital Banking Terms and Conditions disclosure, where the context does not indicate a particular Service.

"Business Days" are Monday through Friday, except federal holidays.

"Eligible Account" means an established Andrews Federal share deposit or loan account enabled for the Digital Banking Services

"Mobile Banking" means any activity conducted by you on Andrews Federal's mobile app, including Bill Pay, and any future Services used by you on Andrews Federal's mobile app.

"Andrews Federal," "we," "us," or "our" refers to Andrews Federal Credit Union and its affiliates and Service Providers.

"Online Banking" means any activity conducted by you on Andrews Federal Credit Union's website, andrewsfcu.org, including Bill Pay transactions and any future Services used by you on Andrews Federal's website.

"Service(s)" means any activity or functionality offered by Andrews Federal or its Service Providers through Online or Mobile Banking, including Mobile Deposit, eStatements, Bill Pay, etc.

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

"You," "your," "I," or "yourself" refers to the Member, authorized user, or joint account holder using the Services.

2. Access to All Existing and Future Accounts

With Digital Banking, you will have access to all existing and future accounts on which you are the owner or joint owner.

3. General

Your use of Digital Banking is subject to this Agreement and include, but is not limited to the following, all of which are considered part of this Agreement:

- The Terms and Conditions of Use for the Credit Union website, andrewsfcu.org (the "Website");
- The terms or instructions appearing on the Website, in Online Banking and elsewhere when enrolling for, activating, accessing, or using the Mobile Banking Service;
- The Credit Union's rules, procedures and policies, as amended from time to time, that apply to the Mobile or Online Banking Services or any Eligible Account;

- Current rules and regulations, if any, of any funds transfer system or payment system used in connection with an Eligible Account;
- State and federal laws and regulations, as applicable.

In addition, each Eligible Account will continue to be subject to any separate agreement applicable to such Eligible Account, including, but not limited to, the Andrews Federal Membership Guide Terms and Conditions, Membership Application and Signature Card, applicable Schedule of Fees, Truth in Savings Disclosure, as applicable, and any amendments thereto. If this Agreement conflicts with a separate agreement to which an Eligible Account is subject, this Agreement will control and take precedence unless this Agreement expressly states otherwise.

We reserve the right to amend the terms and conditions of the Digital Banking Services described in this Agreement from time to time. This Agreement may be terminated at any time, for any reason or no reason.

4. Authorized User

Each account owner is considered an Authorized User on the account for the purposes of Digital Banking and Bill Pay; each Authorized User will have their own login. Should you or your joint account owner(s) provide your login credentials to any third party with the intent of that third party completing a transaction on your behalf, you in effect make that third party an Authorized User. You are responsible for any transactions attempted, requested, or completed on your account by any Authorized User, and any such transactions will be posted against your account. Should you authorize such a User, and do not revoke this authorization directly with Andrews Federal (in a manner that we may stop or block additional transactions from occurring), you will lose the right to dispute those transactions that occur during the period of time that the User is authorized by you. See also the section entitled “Your Liability for Unauthorized Electronic Funds Transfers.”

Authorized users have the authority to perform the following functions through Digital Banking:

- Make transfers to and from your account(s)
- Establish outside financial institutions for external transfers
- Make external transfers to and from your Andrews Federal account(s)
- Enroll in or access your Bill Pay Service
- Enroll in and view eStatements and eNotices
- Open additional share products
- Apply for a Cash to Go loan
- Make a Mobile check deposit
- Check the status of a pending loan application
- Update your personal information (mailing address, phone number, email, etc.)
- Sign up for account alerts
- View your account details and transaction history
- View checks online, order checks, or make a stop payment request
- Request a check from your account balance to be mailed to the address of record

Remember, authorizing Digital Banking for any third party will make you financially liable for all unauthorized access, losses, or misuse of your accounts until reported to Andrews Federal. You should never provide your login credentials to authorize any user whom you do not feel comfortable performing any of the above Services.

5. Your Account Ownership and Contact Information

You represent that you are the legal owner of the account and other financial information, which may be accessed via Mobile or Online Banking.

You represent and agree that all information you provide us in connection with Digital Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating Digital 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.

It is your sole responsibility to ensure that your contact information with Andrews Federal is current and accurate. You may change your contact information by editing your profile via the Andrews Federal mobile app or Online Banking. You may also call Andrews Federal at 1-800-487-5500 or write us at Andrews Federal Credit Union, P.O. Box 3000, Clinton MD 20735-6001.

Contacting You Via Your Mobile Phone Number or Email Address

You must provide us a phone number and an email address to discuss your accounts with us. If you provide a mobile phone number, Andrews Federal has your permission to contact you at that number about all your Andrews Federal accounts, including account servicing and collection purposes. We may contact you for non-

marketing purposes in any way, including automated calls, text messages, and/or prerecorded or artificial voice messages. You agree to promptly notify us if your contact information changes. Message and data rates may apply. Visit www.andrewsfcu.org for more information.

If you provide an email address, Andrews Federal has your permission to send you email messages using an automatic emailing system for commercial or transactional purposes.

At any time, Andrews Federal may request the following from you in relation to your Digital Banking activities: confirmation of identity or transaction information, implementation of alternative risk control mechanisms, or may contact authorities when suspicious account activity or Member security-related events occur.

6. Hardware and Software Requirements

To ensure a secure and optimal User experience, below are the minimally supported hardware, software and other features you should have in place while using our Digital Banking:

- Available browser updates applied for improved security that provides anti-virus and spyware protection
- Internet connection with a minimum of 1 Mbps download speed (Dial-up connections are not supported).
- PCs
 - Microsoft Windows 10 or Mac OS X
 - Browser Requirements: Browser support may change without notice as systems are updated, we recommend that you configure your browser for automated updates to ensure you are using the most recent version.
 - Google Chrome – Current and previous two versions (Windows, Mac OS X)
 - Mozilla Firefox – Current and previous two versions (Windows, Mac OS X)
 - Microsoft Edge – Current and previous version (Windows)
 - Apple Safari – Current and previous two versions (Mac OS X)
- Mobile devices
 - Apple (iOS 12.X and later) or Android (OS 7 and later) device with downloaded Andrews Federal banking application
 - Connectivity with 5G, 4G LTE or Wi-Fi is recommended.
 - Enabling GPS/Location Services is recommended
 - For mobile deposit services, a 5 megapixel (or greater) camera resolution is required
 - Biometrics Requirements:
 - Fingerprint Login (Android): To utilize the Fingerprint Login Service, you must have an eligible Android device, such as the following. All must have end user registration with Fingerprint Login at the device level:
 - * Samsung Galaxy S7 or later
 - * Google Nexus 7 or later
 - * Google Pixel first generation or later
 - Touch ID and/or Face ID (Apple): To utilize the Touch ID or Face ID functions for login authentication, you must be using an Apple iOS device that supports these features and you must have end user registration of the feature(s) at the device level
- For opening or reading PDF documents, the most recent version of Adobe Reader available for desktop and mobile devices is recommended

7. Login Credentials

During the enrollment process for Digital Banking, you will have the opportunity to establish your Username and Password. These are the keys to your access to the Services, and should never be shared with anyone whom you do not authorize to access your account. You are solely responsible for the safekeeping of this information – this information should never be kept where an unauthorized party could find it. You must protect your password as you would cash, credit cards or checks. For enhanced security, you should change your password periodically. No employee of Andrews Federal will ever ask you for your password and you should not disclose your password to us.

It is best practice to select a “strong password.” A strong password is one that uses a combination of letters (upper and lower case), numbers, and special characters. The longer the password, the stronger it is. Your Digital Banking password must be at least 9 characters long, but you can make it up to 15 characters long. Here are some tips for creating a strong password:

- Do not use standard dictionary words – substitute letters or numbers to make up your word. For example, instead of using the word “Bulldog” use something like “BuL!d@g” instead.
- Do not use letters or numbers that are sequential or in keyboard patterns – no “Fghjkl” or “5678”
- Do not use repeating characters, like “BaBa1111”
- Do not use words like “password” or anything that can be easily related to you, like your name (or children’s names), birth month, etc.

- Do not use a password that you've seen as an example of how to pick a password.
- Do pick a phrase or song lyric that is easy to remember, and use letters/numbers/characters to represent the first letter of each word. For example, you could turn the song lyric "Aint' got nothing but love, babe, Eight days a week." into the password "AgnbLb#8DaW"

8. Protecting Your Password and Ensuring the Security of Your Device

By enrolling in Digital Banking, you agree to accept responsibility for safeguarding and protecting your Username, Password or any other credentials used to access Digital Banking. If you believe your password or other credentials have been lost or stolen, or that someone may attempt to use your Mobile or Online Banking Service without your consent or has transferred money without your permission, notify us at once at the address or telephone numbers listed in paragraph 10, "Your Liability for Unauthorized Electronic Funds Transfers," below.

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 or allowed to use your Digital Banking Service, including any Bill Pay transactions.

In order to help prevent unauthorized transactions within Digital Banking, you also agree to ensure the security of the personal computer (PC) you own and/or use to access Online Banking, and of any mobile device you use to access Mobile Banking. 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 security software has been installed and is current.

Securing your mobile device includes preventing unauthorized access to it, such as by employing a password or other method of security as recommended by your device manufacturer. If your mobile device is lost or stolen, you agree to contact us so that we may take measures to freeze access to your account via the Mobile Banking Service. Failure to do so may create liability for you in regards to any unauthorized activity that may occur as a result of the lost device, as explained in our Electronic Funds Transfer Agreement and Disclosure.

You also agree that Andrews Federal may revoke Mobile or Online Banking if unauthorized transactions occur as a result of your negligence in safeguarding your login credentials or as a result of your negligence in ensuring the security of the PC you own and/or use to access the Andrews Federal Online Banking Service, as described above, or of the mobile device used to access Mobile Banking.

9. Transfer Limitations

We reserve the right to impose limits on the type, dollar amount, and/or frequency of withdrawals and transfers that may be made from your account. If we do impose such a limit, we will indicate as such limit(s) within this disclosure and/or at the time of your requested withdrawal or transfer. We have no duty to honor withdrawals or transfers beyond any limits we may impose. If, within our sole discretion, we honor withdrawals or transfers that are beyond any imposed limits, we may also impose excess transaction fees as described in our Schedule of Fees. Notwithstanding any other provision, we may at any time require you to give written notice of an intention to withdraw or transfer funds from your account not less than seven (7) days and up to sixty (60) days prior to withdrawal.

Transfers between Andrews Federal accounts (between your savings and checking, or between your savings and another Andrews Federal member's account) are limited to a maximum of \$5,000 per Business Day, up to an aggregate maximum of \$25,000 per month.

Transfers to or from an Andrews Federal account, to or from an account at another financial institution may be requested for a maximum of \$5,000 per Business Day. However, the total aggregate amount of all checking transfers within any month cannot exceed \$25,000.

Aggregate amounts apply to all accounts that you own individually or that you have joint ownership of, and are based on the effective transfer date(s). If you attempt to schedule a transfer or payment that would exceed these limits, an online message will let you know the effective transfer date(s) that have exceeded these limits. In some cases, the Credit Union may, in its sole discretion, approve transfer limits in amounts larger than listed above; this is done on a case-by-case basis after review and approval by an authorized Andrews Federal employee. If you require a larger transfer limit, whether for a single transaction or for ongoing payments, speak with an Andrews Federal employee about your options.

For security reasons, Andrews Federal may impose further limitations on the dollar amounts of transfers initiated at Andrews Federal.

10. Mobile Check Deposits

Our mobile check deposit service ("mobile deposit") allows you to make check deposits to an Eligible Account

through the Mobile Banking Service, using a supported mobile device. Mobile deposit enables you to photograph the front and back of an original paper check (“Original Check”) and electronically submit the check images (“Check Images”) and associated deposit information to Andrews Federal for deposit into an Eligible Account for collection thereafter by Andrews Federal. Use of mobile deposit is subject to the following terms and conditions:

- **Limits.** Andrews Federal reserves the right to limit the frequency and dollar amount of deposits submitted through mobile deposit and will establish such limits for you (“Deposit Limits”). If you exceed your Deposit Limits, Andrews Federal may in its sole discretion accept or refuse the deposit. If at any time Andrews Federal accepts a mobile deposit that exceeds your Deposit Limits, Andrews Federal is under no obligation to do so in the future. Andrews Federal may at any time in its sole discretion raise or lower your Deposit Limits without notice. You will be informed as to your applicable limit at the time you attempt to make a deposit.
- **Deposit Processing.** Generally, a mobile deposit received by Andrews Federal prior to 3:00 p.m. Eastern Standard Time (EST) is processed on the Business Day of receipt. For purposes of this Agreement, Business Day means any day other than Saturdays, Sundays, and state or federal holidays when Andrews Federal is closed to the public. Any mobile deposit received after 3:00 p.m. EST on a Business Day or on a day other than a Business Day will be processed the next Business Day. Andrews Federal will acknowledge your deposit submission and will notify you if a mobile deposit cannot be accepted for deposit. Acknowledgment that a mobile deposit has been successfully submitted does not mean that the mobile deposit can be processed and credited to your Eligible Account.
- **Confirmation.** Andrews Federal will provide a confirmation notice to you if your deposit is successfully received; this confirmation is posted on the deposit screen within the Mobile Banking Service. This confirmation does not guarantee that the deposit will be posted to your account or that the Check Image will be accepted; you will know the item was accepted for deposit once it is posted to your account. Please note that even though an item may post to your account (and funds from that item may be made available), it may still be reversed if, upon review, the item is determined to be ineligible. Deposited items may also be returned unpaid by the drawing financial institution; any returned deposits are your responsibility, including any applicable fees..
- **Delayed Availability.** Andrews Federal reserves the right to delay the availability of funds deposited through mobile deposit. The Credit Union’s General Funds Availability Policy does not apply to checks deposited via mobile deposit; funds availability is specifically governed by this Agreement and is described below:
 - Generally, we will make funds from your mobile deposit available to you no later than the second (2nd) Business Day after the date of your deposit (i.e. the date the funds are credited to your Eligible Account).
 - For deposits greater than \$5,525 (if accepted), the first \$5,525 of the deposit will be made available to you no later than the second (2nd) Business Day after the date of your deposit. The remainder of your deposit, in excess of \$5,525, will be made available to you no later than the seventh (7th) Business Day after the date of your deposit.
 - For new accounts (i.e. accounts opened for 30 days or less), the funds from your deposit will be made available to you no later than the ninth (9th) Business Day after the date of your deposit).
 - The Credit Union reserves the right, in its sole discretion, to adjust the delay in availability of any mobile deposit.
 - Once your deposit is accepted and posted, your transaction history will indicate the length of delay of the availability of your funds, and will indicate the date on which your funds will become available to you (this may be viewed in Mobile OR Online Banking). If this delay should change for any reason, we will notify you by mail, phone, or email of the change and tell you how the change will affect the availability of your mobile deposit.
- **Permissible Deposits.** You may use mobile deposit to photograph only Original Checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated Eligible Account with Andrews Federal. All other items may be deposited by alternate methods such as in person at a branch or shared branch location, or through the mail.
- **Proper Endorsement.** You agree to sign your name on the back of all checks for deposit and write “For Mobile Deposit to Andrews Federal.” Failure to properly endorse any check may result in rejection of your check deposit.
- **Ineligible Check Images.** Andrews Federal is not obligated to accept for deposit any Check Images that Andrews Federal in its sole discretion determines to be ineligible for mobile deposit. Ineligible items include, without limitation: 1) items drawn on banks located outside the United States; 2) illegible items; 3) checks previously converted to substitute checks or image replacement documents; and 4) checks with unreadable bank routing and account information. You acknowledge and agree that even if Andrews Federal does not identify a Check Image as ineligible, the Check Image may be returned to Andrews Federal because, among other reasons, the Check Image or any substitute check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. Andrews Federal’s failure to identify a Check Image you transmit to Andrews Federal as ineligible shall not relieve you or limit your obligations with respect to the Original Check.

- **Destruction of Original Checks.** You agree to destroy each Original Check within thirty (30) days following receipt and crediting of your mobile deposit or as Andrews Federal may otherwise instruct. Prior to destruction you shall maintain each Original Check in a secure location. You are responsible if an Original Check is misused or redeposited following submission through mobile deposit.
- **Representations and Warranties.** You make the following representations and warranties:
 - You shall not alter any Original Check or Check Image and shall review the Check Images to ensure that they accurately represent all of the information on the front and the back of the Original Check, as applicable, at the time you photographed it.
 - You shall destroy Original Checks as stated above.
 - You shall not submit to Andrews Federal or to any other person or entity for deposit or credit any Original Check if Check Images of the Original Check have already been accepted for deposit into your Eligible Account, or if the Original Check was previously accepted by any other person or entity for deposit.
 - You shall not deposit into your Eligible Account with Andrews Federal or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a mobile deposit to Andrews Federal, unless following receipt of your submission, Andrews Federal notifies you that the Check Images are ineligible for mobile deposit or any substitute check created from the Original Check is refused by the financial institution upon which it is drawn.
 - You shall indemnify, defend, and hold Andrews Federal and its agents from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Images, substitute check, or Original Check processed through mobile deposit as described above.
 - You shall use mobile deposit only for your use in accordance with the terms of this Agreement. You shall not make mobile deposit available or transfer your rights to use mobile deposit for the benefit of any third party.
 - If you provide any third party with your online banking User ID and/or Password, and that third party accesses your Eligible Accounts via Mobile Banking Services and/or makes a mobile deposit into your Eligible Account, you are wholly liable for that deposit the same as if you had made the deposit yourself unless you have contacted Andrews Federal that the activity is unauthorized and you have given us a reasonable opportunity to prevent this deposit from occurring, as provided for in our Electronic Funds Transfer Agreement and Disclosure.
- **Limitation of Liability.** Andrews Federal's ability to provide mobile deposit is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and Andrews Federal's response. Andrews Federal shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of mobile deposit, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within Andrews Federal's control.
- **Fees and Charges.** All fees and charges related to any Account you access with mobile deposit as stated in the Schedule of Fees applicable for the Eligible Account will remain in effect when using mobile deposit.

11. Bill Payments

You may schedule a one-time bill payment to a payee that you have previously established in our Digital Banking Services to receive bill payments. Payments may be scheduled in advance of the payment date, up to 90 days in advance. There are limits to the dollar amount(s) that you may send as a bill payment. These limits are posted within the application and may change without notice.

12. Freeze and/or Report Stolen an Andrews Federal Credit Card

If you are an Andrews Federal credit card holder, you may utilize card controls within the Digital Banking Services. Card controls allow you to set your credit card to "Freeze" status; this means your credit card will no longer authorize purchases while it is in this status. If you have previously set your credit card to a "Freeze" status, you may select to change the status to "Unfreeze." Changing it to "Unfreeze" allows your credit card to resume authorizations for purchases. Selecting the "Freeze" or "Unfreeze" status takes immediate effect on your credit card.

Additionally, you may use the Card Controls to report your credit card lost or stolen, and to request a new credit card. New credit card orders take up to 7 to 10 business days for processing and will be mailed via US Postal Service mail to the address we have on account for you.

13. Payment to an Andrews Federal Loan, Credit Card, or Mortgage Account

You may use Digital Banking Services to make a payment to your Andrews Federal loan, credit card, or mortgage account (collectively, "Loan.>"). You may make a payment to the Loan from your Andrews Federal checking or share savings account. A Loan payment made using the Digital Banking Service is limited to a one-time payment. Future-dated or recurring payments may not be scheduled. Payments submitted by 5:00 p.m. EST on

any calendar day will be processed that same calendar day and will be reflected in the Loan account by the next calendar day. Payments received after 5:00 PM EST will be processed on the next calendar day.

14. YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS

Notify us AT ONCE if you believe:

- Your account may have been accessed without your authority;
- Your username or password has been lost or stolen;
- Someone has transferred or may transfer money from your account without your permission; or
- An electronic funds transfer has been made without your permission using information from your check.

The best way to minimize your possible loss is to telephone us, although you may advise us in person or in writing. 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 after you discover your 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 discover 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.

Also, if your statement shows transfers that you did not make or 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 not get back any of the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had 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 time periods.

Telephone Numbers and Address to notify us of unauthorized account access or activity, lost or stolen credentials, or an unauthorized Bill Pay transaction:

- Call 24 hours a day toll-free: 1-800-487-5500
- From Outside the U.S.: 00800.487.56267
- Write us at: Andrews Federal Credit Union (Error Resolution) P.O. Box 3000, Clinton, MD 20735-8000

15. 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 your statement or receipt, contact us as soon as possible:

- Call us 24 hours a day at our toll-free number: 1-800-487-5500
- From Outside the U.S.: 00800.487.56267
- Write us at: Andrews Federal Credit Union (Error Resolution), P.O. Box 3000, Clinton, MD 20735-8000

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

- Tell us your name and account number;
 - Describe the error or the transaction you are unsure about and clearly explain why you believe it is an error or why you need more information; and
 - Tell us the dollar amount and date of the suspected error.
- These are our procedures for resolving errors:
- If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification.
 - We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for new accounts) after you notify us 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. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) 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 submit 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.
 - If it is determined that there was no error, we will reverse any provisional credits within one (1) Business Day of finishing our investigation, and send you a written explanation within three (3) Business Days. If there are insufficient 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 documents used in our investigation.

16. Periodic Statements and eStatements

Unless you have opted in to receiving your statements electronically, you will receive a paper monthly account statement (unless there are no electronic funds transfers in a particular month, in which case you will receive a statement at least quarterly). Additionally, you can view all your account transaction activity through Digital Banking.

eStatement enrollment is a Service that is available through Digital Banking; to enroll, visit the eStatements tab and follow the instructions.

17. Transaction Fees

Andrews Federal does not charge for transfers initiated or account information viewed via Digital Banking, or for the Bill Pay Services. However, on mobile devices message and data rates may apply. Visit www.andrewsfcu.org for more information. Please see the Schedule of Fees and Charges at www.andrewsfcu.org for fees charged for other transactions and optional services. Andrews Federal reserves the right to charge for Mobile or Online Banking, including Bill Pay. You will be given at least thirty (30) days advance notice before Andrews Federal implements any new fees for Mobile or Online Banking, or Bill Pay.

18. Our Liability for Failure to Make Transfers

Andrews Federal will use reasonable efforts to complete all your transfers properly. If Andrews Federal does not complete a transfer to or from your account on time, in the correct amount, or to the correct recipient in accordance with your payment instructions, 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 (to include Privilege Pay or your Overdraft Line of Credit, if applicable). Per federal regulation, pre-authorized telephone, internet, mobile, or automatic transfers from savings to cover checking overdrafts cannot exceed six (6) in number per calendar month;
- The funds in your account are subject to legal process, such as garnishment or attachment;
- The account is subject to a pledge or security agreement;
- 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.

19. 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:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence or condition of your account to a third party, such as a credit bureau;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders;
- If you give us your written permission;
- 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; or
- In accordance with Andrews Federal's Privacy Policy, which you can find on www.andrewsfcu.org.

20. Governing Law and Forum for Disputes

This Agreement shall be governed by and construed in accordance with the laws of Maryland. 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 Membership Terms and Conditions states otherwise, you agree that any claim or dispute you may have against us 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. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

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.

21. Unauthorized Use

Access to and use of the Andrews Federal Digital Banking Service(s) is subject to all applicable federal, state, and local laws and regulations. Unauthorized use of the Andrews Federal Digital Banking Service(s) or information accessed via the Andrews Federal Digital Banking Service(s) is strictly prohibited.

22. Links To Other Internet Sites

The Digital Banking Services may contain links to other web sites operated by third parties. By providing these links, we are not endorsing, sponsoring, or recommending such sites or the materials disseminated by or services provided by them, and 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 Digital Banking 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 Digital Banking Services. For example, if you “click” on a banner advertisement or a search result, your “click” may take you outside of Digital Banking. 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 within Digital Banking may send cookies to Users that we do not control.

23. Complete Agreement, Severability, Headings, Survival, and Inconsistencies

In the event of a dispute regarding this Agreement and the Services offered through Digital Banking, you 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 us, sets forth the entire understanding between us and you with respect to the Services and the portion of Andrews Federal’s website, Online Banking, or the mobile app through which the Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If there is a conflict between the terms of this Agreement and something stated by an employee, contractor, or Service Provider of ours, the terms of the Agreement will prevail. The headings of paragraphs hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. 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. Any terms that by their nature should survive, will survive the termination of this Agreement. In the event of any inconsistency between prior Agreements applicable to the Andrews Federal Digital Banking Service and this Agreement, this Agreement shall apply and control. Undefined terms herein shall have the meaning assigned to them in the Membership Terms and Conditions. This Agreement supplements the Membership Terms and Conditions. In the event of an inconsistency between the Membership Terms and Conditions and this Agreement, this Agreement shall govern.

24. 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.

25. Assignment

You may not transfer or assign any rights or obligations you have under this Agreement to any party, person, or entity 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.

26. Amendments

We may amend this Agreement and any applicable fees and charges for the Services at any time by posting a revised version on our website, www.andrewsfcu.org, or, where required by law, providing notice to you. 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 Services after a notice of change or after the posting of a revised version of this Agreement on www.andrewsfcu.org will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade, or enhance the Services 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 Services, and/or related applications and material, and limit access to only the Services’ more recent revisions, updates, upgrades, or enhancements.

27. Service Cancellation, Termination, or Suspension

If you wish to cancel the Service, you may contact us as set forth in paragraph 11, “Your Liability for Unauthorized Electronic Funds Transfers.”. Any payment(s) that has/have begun processing before the requested cancellation date will be processed by us. All Scheduled Payments (including recurring payments) will not be processed once the Service is canceled.

You agree that we may terminate or suspend your use of the Service(s) at any time and for any reason or no reason. Any payment(s) that we have already processed before the termination or suspension date will be completed by us. All Scheduled Payments (including recurring payments) will not be processed once the Service(s) is/are terminated or suspended.

Neither termination nor suspension shall affect your liability or obligations under this Agreement. Andrews Federal reserves the right to revoke or refuse Online or Mobile Banking Services. We may cancel your Online or Mobile 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.

28. 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, the Andrews Federal website, and/or the Service(s); notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our Service(s) 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, Andrews Federal website, and/or use of the Service(s) for any reason or no reason and at any time. The remedies contained in this paragraph are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

29. 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, your use of Andrews Federal’s mobile app or website, and/or the Services offered through Online or Mobile Banking.

30. 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, Andrews Federal website, or the Service(s). 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 or her favor at the time of executing the release, which if not known by him or her, must have materially affected his or her settlement with the debtor.

31. Relationship to Other Agreements

You agree that when you use Digital 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 Online or 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.

32. Intellectual Property

All marks and logos related to the Service(s) 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(s) or display them in any manner that implies our sponsorship or endorsement. All right, title, and interest in and to the Service(s), that portion of Andrews Federal website

or Digital Banking Service(s) through which the Service(s) is/are offered, the technology related to the Andrews Federal website or Digital Banking Service(s) 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 Andrews Federal website or Digital Banking Service(s) 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, and 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. Exclusions of Warranties

THE ANDREWS FEDERAL WEBSITE, THE SITE AND SERVICE(S), 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(S), AND OPERATION OF THE ANDREWS FEDERAL WEBSITE AND THE 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.

34. 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(S) AND THE PORTION OF THE ANDREWS FEDERAL WEBSITE OR SITE THROUGH WHICH THE SERVICE(S) IS/ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE(S) 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(S), 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(S) 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(S) OR THE PORTION OF ANDREWS FEDERAL'S WEBSITE OR THE SITE THROUGH WHICH THE SERVICE(S) IS/ARE 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(S) OR THE PORTION OF THE ANDREWS FEDERAL WEBSITE OR SITE THROUGH WHICH THE SERVICE(S) IS/ARE OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT PROCEEDING AS DESCRIBED IN PARAGRAPH 17 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 (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.