

## **APGFCU® Consumer Online and Mobile Banking Terms and Conditions**

These Online and Mobile Banking Terms and Conditions apply equally to the Online and Mobile Banking services, except where the context indicates otherwise. For additional terms and conditions regarding your account(s), refer to the “All About Your Accounts” disclosure, available on our website at [www.apgfcu.com](http://www.apgfcu.com). This disclosure provides information and the general terms and conditions for use of APG Federal Credit Union’s (“APGFCU”) Online Banking and Mobile Banking (collectively, “Online Services”). By using our Online Services, you represent that you meet any requirement described herein and that you agree to be bound by this Agreement.

Please read these Online and Mobile Banking Terms and Conditions carefully. The captions of sections in this agreement are for convenience only and shall not control or affect the meaning of construction of any of the provisions of this agreement. In this Agreement, the use of the singular includes the plural, and vice versa.

### **1. Definitions**

- **“Account”** means your deposit and loan accounts, collectively, that you have with us.
- **“ACH”** refers to debit and credit transactions processed through the Automated Clearing House.
- **“Agreement”** means the terms and conditions that pertain to the particular Service in which this defined term is used, or to this entire Online and Mobile Banking Terms and Conditions disclosure, where the context does not indicate a particular Service.
- **“APGFCU,” “Credit Union,” “we,” “us,” or “our”** refers to APG Federal Credit Union and its Service Providers.
- **“Bill Pay Services,” “Bill Pay”** means a service provided in Online and Mobile Banking, for which you may enroll, to create and authorize payments to third parties from your Account.
- **“Business Days”** are Monday through Friday, except federal holidays. Account transfers requested using our Online Services are processed on all Business Days that the Federal Reserve is open for business. You may use our Online Services to request transfers between your eligible accounts 24 hours a day, seven days a week except during regularly scheduled maintenance periods. Transfers are reflected in your balances for the applicable account(s) as of the Business Day they are processed.
- **“Deposit Account”** means an established APGFCU share deposit enabled for the Online Services.
- **“External Transfers”** are a transfer of funds between your APGFCU Account and an account that you own at another financial institution.
- **“Loan Account”** means an established APGFCU loan account enabled for the Online Services.
- **“Mobile Banking”** means any activity conducted by you on APGFCU’s mobile app, including Bill Pay, and any future Online Services used by you on APGFCU’s mobile app.
- **“Online Banking”** means any activity conducted by you on APGFCU’s website, [apgfcu.com](http://apgfcu.com), including Bill Pay transactions and any future Services used by you on APGFCU’s Website and online banking site.
- **“Online Services,” or “Service(s)”** means any activity or functionality offered by APGFCU or its Service Providers through Online or Mobile Banking, including Mobile Deposit, Online Statements, Bill Pay, etc.
- **“Service Providers”** means companies that we have engaged to render some or all of the Online Services to you on our behalf.
- **“You,” “your,” or “yourself”** refers to the Member, Authorized User, or joint account owner using the Online Services.

**2. Access to All Existing and Future Accounts.** With Online Services, you will have access to all existing and future accounts on which you are the member or joint owner.

**3. General.** Your use of Online Services is subject to this Agreement and include, but is not limited to the following, all of which are considered part of this Agreement:

- 1) The terms and conditions of use for the Credit Union website, [apgfcu.com](http://apgfcu.com) (the “Website”);

- 2) The terms or instructions appearing on the Website, in Online Banking and elsewhere when enrolling for, activating, accessing, or using the Mobile Banking Service;
- 3) The Credit Union's rules, procedures and policies, as amended from time to time, that apply to the Online or Mobile Banking Services or any Account;
- 4) Current rules and regulations, if any, of any funds transfer system or payment system used in connection with an Account;
- 5) State and federal laws and regulations, as applicable.

In addition, each Account will continue to be subject to any separate agreement applicable to such Account, including, but not limited to, the All About Your Accounts disclosure, applicable Consumer Service Charges and Price List, Truth in Savings Disclosure, as applicable, and any amendments thereto. If this Agreement conflicts with a separate agreement to which an Account is subject, this Agreement will control and take precedence unless expressly stated otherwise. We reserve the right to amend the terms and conditions of the Online Services described in this Agreement from time to time. This Agreement may be terminated at any time, for any reason or no reason.

You agree to use our Website only for lawful consumer (personal, family and/or household) purposes. You will not use our Website for unauthorized or unlawful purposes or for any business, commercial, or other non-consumer purposes. We may monitor and audit transactions made through our Website.

- 4. Authorized User.** Each account owner is considered an Authorized User on the account for the purposes of Online and Mobile 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 permit such an Authorized User, and do not revoke this authorization directly with APGFCU (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 Authorized User is authorized by you. See also the section entitled "Unauthorized Transfers."

You expressly waive any deposit account agreement requirements of one or more signatures for withdrawal when using our Online Services. Any one of the persons authorized to make withdrawals from your Deposit Accounts is authorized to make transfers pursuant to our Online Services, even if your account agreements provide that multiple signatures are required for withdrawal.

Authorized Users have the authority to perform the following functions through the Online Services:

- Make transfers between your Deposit Account(s)
- Make payments from your Deposit Accounts to your Loan Accounts.
- Transfer funds between your APGFCU Deposit Account(s) and deposit account(s) that you own at other financial institutions.
- Transfer funds from lines of credit you have with us to your eligible Deposit Accounts.
- Enroll in or access your Bill Pay Service
- Enroll in and view Online Statements
- Make a Mobile check deposit
- Update your personal information (mailing address, phone number, email, etc.)
- View your account details and transaction history

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

5. **Electronic Disclosures and Notices.** *The Online Services are not available unless you agree to receive all legally required and permitted disclosures and notices concerning or relating to our Online Services and this Agreement electronically.* You will not be eligible to complete online enrollment in our Online Services unless you agree and confirm as part of the online enrollment process that you have access to the computer hardware and software required to access and retain electronic disclosures, notices and other communications we send in connection with our Online Services and this agreement. (The preceding sentences do not apply to your periodic account statements. See Consumer Service Charges and Fees List for paper statement fee.) You are solely responsible for setting up and maintaining access to the necessary hardware and software to receive and keep electronic disclosures, notices and other communications we send in connection with our Online Services and this Agreement.
- 1) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information.
  - 2) We reserve the right in our discretion to provide any disclosures or notices, and other communications in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our Website, you cannot give us notices electronically, and all notices from you must be in writing. We will accept notices of error via phone or in writing.
6. **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 Online or Mobile Banking. You represent and agree that all information you provide us in connection with Online Services is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating Online 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 APGFCU is current and accurate. You may change your contact information by editing your profile via the Online Services. You may also call APGFCU at 1-800-225-2555 or write us at APG Federal Credit Union, P.O. Box 1176, Aberdeen, MD 21001-6176.

**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. At any time, APGFCU may request the following from you in relation to your Online and Mobile Banking activities: confirmation of identity or transaction information, implementation of alternative risk control mechanisms, or we may contact authorities when suspicious account activity or member security-related events occur.

You expressly agree in order for APGFCU to provide information about your account and obtain any payment for amounts you may owe APGFCU, we or our authorized parties (who may contact you on behalf of APGFCU) may contact you and send text messages to you. You also expressly agree that we may email you at any email address you have provided us. We may use pre-recorded/artificial voice messages or an automated dialing device to contact you at any telephone number that you provided to APGFCU or our authorized service providers, including mobile numbers, as permitted by applicable law. You understand and agree that such communications may result in a charge from the company that provides you with telecommunications, wireless or internet services, and that APGFCU does not impose, and is not liable for, such charges. You further understand and agree that APGFCU will not be liable to you for any such communications made to you at telephone numbers, including mobile telephone numbers, you provide to us or our service providers that are made in accordance with the consent you have given in this section, even if information is inadvertently communicated to unintended recipients.

7. **Hardware and Software Requirements.** The current version of internet browser(s) and operating system(s) is required, though some older versions of browser and operating software may allow access with limited

functionality. You will not be eligible to complete online enrollment in our Online Services if you do not agree and confirm as part of the online enrollment process that you have access to the computer hardware and software required to participate in our Online Services (including hardware and software required to receive electronic disclosures, notices and other communications we send in connection with our Online Services and this agreement). We can change these hardware and software requirements. Unless you agree and confirm your ability to comply with such changes, you will not be eligible to participate further in Online Services. You are solely responsible for setting up and maintaining your computer hardware and software and satisfying all hardware and software requirements.

8. **Login Credentials.** During the enrollment process for Online and Mobile Banking, you will have the opportunity to establish your Username and Password. These are the keys to your access to the Online 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 APGFCU 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 Online and Mobile Banking password must be at least 8 characters long, but you can make it up to 32 characters long.

9. **Protecting Your Password and Ensuring the Security of Your Device.** By enrolling in Online and Mobile Banking, you agree to accept responsibility for safeguarding and protecting your Username, Password or any other credentials used to access Online Services. 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 access without your consent or has transferred money without your permission, notify us at once at the address or telephone numbers listed in the “Error Resolution Notice” section, 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 Online and Mobile Banking access, including any Bill Pay transactions.

In order to help prevent unauthorized transactions within Online Services, 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 anti-virus 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 (All About Your Accounts).

You also agree that APGFCU may revoke Online or Mobile 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 Online Services, as described above, or of the mobile device used to access Mobile Banking.

**10. Limitations on Dollar Amounts of Transfers.** The separate written agreement(s) for our Consumer Online Bill Pay Program has information about limits on the amount of money you can send or receive through our Consumer Online Bill Pay Program.

We will have no obligation to carry out any transfers or payments unless there are sufficient funds in the pertinent Deposit Account or any overdraft line of credit.

For security reasons, there may be other limitations on the dollar amount of transfers you can make.

**11. Limitations on Frequency of Transfers.** 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) 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 Consumer Service Charges and Fees List.

For security reasons, there may be other limitations on the number of transfers you can make.

**12. External Transfers.** You may use the Online Services to initiate transfers between your eligible Account with us and your accounts at other financial institutions, subject to the terms and limitations outlined herein.

- 1) **Eligibility.** External Transfers may only be initiated with accounts held in your name at U.S. based financial institutions. You must successfully verify ownership of the external account before initiating any transfers.
- 2) **Transfer Limits:** We may establish limits on the dollar amount and frequency of the External Transfers you may make from your Account. Limits may vary based on account type, transaction history, and other risk factors, and may be changed at our discretion without prior notice. We will inform you as to any current limit(s) applied to your account at the time you attempt to initiate an External Transfer.
- 3) **Processing Times.** External Transfers are not processed in real time. Same-Day External Transfers submitted before the daily cutoff time will be processed on the same Business Day; otherwise, they will be processed on the next Business Day. Delivery times may vary depending on the receiving institution. (See also the "Transaction Posting" section of this Agreement).
- 4) **Fees.** Fees may apply to External Transfers. Please refer to our current Consumer Services Charges and Fees List, available on our website.
- 5) **Authorization and Liability:** By initiating an External Transfer, you authorize us to debit your Account and credit the designated external account. You agree to ensure sufficient funds are available at the time of transfer. We are not responsible for delays or errors caused by other financial institutions.
- 6) **Restrictions:** External Transfers may not be used for illegal transactions or transfers to third-party accounts. We reserve the right to cancel or suspend External Transfer privileges at any time.

**13. Mobile Check Deposits.** Our mobile check deposit service ("mobile deposit") allows you to make check deposits to an eligible Deposit 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 APGFCU for deposit into an eligible Deposit Account for collection thereafter by APGFCU. Use of mobile deposit is subject to the following terms and conditions:

- 1) **Limits.** APGFCU 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, APGFCU may in its sole discretion accept or refuse the deposit. If at any time APGFCU accepts a mobile deposit that exceeds your Deposit Limits, APGFCU is under no obligation to do so in the future. APGFCU 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.
- 2) **Deposit Processing.** Generally, a mobile deposit received by APGFCU prior to 10:00 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, or days when APGFCU is closed to the public. Any mobile deposit received after 10:00 p.m. EST on a Business Day or on a day other than a Business Day will be processed the next Business Day. APGFCU 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 Deposit Account.
- 3) **Confirmation.** APGFCU 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.
- 4) **Delayed Availability.** APGFCU reserves the right to delay the availability of funds deposited through mobile deposit. The Credit Union's General Funds Availability Policy applies to checks deposited via mobile deposit; refer to the Funds Availability Policy for full details.

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.
- 5) **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 Deposit Account with APGFCU. All other items may be deposited by alternate methods such as in person at a branch, or through the mail.
- 6) **Proper Endorsement.** You agree to sign your name on the back of all checks for deposit and write "For Mobile Deposit to APGFCU." Failure to properly endorse any check may result in rejection of your check deposit.
- 7) **Ineligible Check Images.** APGFCU is not obligated to accept for deposit any Check Images that APGFCU 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 APGFCU does not identify a Check Image as ineligible, the Check Image may be returned to APGFCU 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. APGFCU's failure to identify a Check Image you transmit to APGFCU as ineligible shall not relieve you or limit your obligations with respect to the Original Check.

- 8) **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 APGFCU 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.
- 9) **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 APGFCU 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 Deposit Account with APGFCU or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a mobile deposit to APGFCU, unless following receipt of your submission, APGFCU 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 APGFCU 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 Username and/or Password, and that third party accesses your Deposit 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 APGFCU 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. APGFCU'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 APGFCU's response. APGFCU 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 APGFCU's control.
  - Fees and Charges. All fees and charges related to any Account you access with mobile deposit as stated in the Consumer Service Charges and Fees List applicable for the Account will remain in effect when using mobile deposit.

**14. Consumer Online Bill Payment Program.** Our Consumer Online Bill Payment Program requires the execution of a separate written agreement and may involve third party Service Providers or senders. Our Consumer Online Bill Pay Program allows electronic payments from your eligible deposit account(s) to eligible third parties, and transfers of funds between your eligible Deposit Account(s) and certain deposit accounts maintained by you or by others with certain external financial institutions.

Our separate Consumer Online Bill Pay agreement includes specific provisions concerning electronic disclosures and notices, unauthorized transfers, error resolution, stop payment requests, and other matters relating to

payments and transfers requested through our Consumer Online Bill Pay Program. The Consumer Online Bill Pay agreement provisions supersede any conflicting provisions in this Agreement for payment and transfers requested through our Consumer Online Bill Pay Program.

- 15. SavvyMoney Credit Score Service.** APGFCU has partnered with SavvyMoney to provide you with information regarding your credit bureau profile. As a feature of the Online Services, we will provide you with your credit score and report. This is a “soft pull” and will not affect your credit score.

Enrollment in this Service is automatic upon your use of the Online Services. You authorize our partner SavvyMoney, Inc to continuously obtain your credit report and use the information to verify your identity, provide you with financial education, and invite you to apply for products and services made available by us.

**However, you have the opportunity to revoke this authorization at any time through your credit score profile settings. You may also [Click Here](#) if you wish to decline enrollment in SavvyMoney services.**

By clicking “I Agree” to this Online and Mobile Banking Agreement, you are also accepting SavvyMoney’s [Terms of Service](#) and [Privacy Policy](#) (unless you choose to decline enrollment).

- 16. Stop-Payment Orders.** To be effective, a stop-payment (or edit/change) order for a transfer or payment requested using our Online Services must be submitted to and received by us through our Online Services in time to allow us a reasonable opportunity to act on it, and for some ACH debits must be received at least three business days before the scheduled date of transfer. To be effective, a stop-payment (or edit/change) order must identify the transfer or payment sufficiently to allow us a reasonable opportunity to act on it, and otherwise conform to all applicable instructions and procedures of our Online Services for stop-payment (or edit/change) orders. If the transfer or payment is an ACH debit to be initiated by a third party (such as another financial institution) and we give notice at the time an electronic or oral stoppayment order is received for such an ACH debit that written confirmation is required and provide an address where the written confirmation can be sent, an electronic or oral stop-payment order for such an ACH is effective for 14 calendar days only, unless confirmed in writing within the 14-day period. With respect to all ACH debits, you and we agree to abide by the ACH rules and regulations regarding stoppayment orders. We do not charge for stop-payment (or edit/change) requests submitted to us through our Online Services for a transfer of payment between your accounts that were requested using our Online Services. See our Consumer Service Charges and Fees List for current stop-payment charges applicable to certain other ACH debits (including certain pre-authorized ACH and Bill Pay debits to third parties) from your Deposit Accounts.

- 17. Transaction Posting (Cutoff Times).** Unless otherwise stated herein, transactions entered on our Website on or before 8:00 P.M. Eastern Time (EST) on any Business Day will be posted on the same Business Day (unless the Federal Reserve is not open for business on that day). Transactions entered on our Website on weekends, federal holidays and days the Federal Reserve is not open for business or after 8:00 P.M. EST on a Business Day will be posted by the end of the next Business Day. Once we have begun processing a transfer or payment requested using our Online Services it cannot be cancelled or edited. (See also Stop-Payment Orders, above.)

- 18. Periodic Statements and Online Statements.** 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 Online and Mobile Banking.

Online Statement enrollment is a Service that is available through Online and Mobile Banking. You may be charged a fee for continuing to receive paper statements for your Account; refer to our Consumer Service Charges and Fees List for fee details.



- 19. Fees.** Except as specifically indicated elsewhere in this or other agreements or disclosures (including the Consumer Service Charges and Fees List), we do not charge for our Online Services or for transfers made pursuant to our Online Services. We can debit any fees to any of your Deposit Accounts without notice.
- 20. Assignment and Delegation.** 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.
- 21. Unauthorized Use.** Access to and use of the APGFCU Online Services is subject to all applicable federal, state, and local laws and regulations. Unauthorized use of the APGFCU Online Services or information accessed via the Online Services is strictly prohibited.
- 22. Links to Other Internet Sites.** The Online 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 Online Services 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 Online Services. For example, if you “click” on a banner advertisement or a search result, your “click” may take you outside of Online or Mobile 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 Online or Mobile Banking may send cookies to users that we do not control.
- 23. Intellectual Property.** All marks and logos related to the Online Services 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 Online Service or display them in any manner that implies our sponsorship or endorsement. All right, title, and interest in and to the Online Services, that portion of APGFCU Website through which the Online Services are offered, the technology related to the APGFCU Website or Online Services 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 APGFCU Website or Online Services 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.
- 24. Relationship to Other Agreements.** You agree that when you use Online Services, you will remain subject to the terms and conditions of all existing agreements with our Service Providers 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.

- 25. Amendments.** We may amend this Agreement and any applicable fees and charges for the Online Services at any time by posting a revised version on our Website, [www.apgfcu.com](http://www.apgfcu.com) 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 Online Services after a notice of change or after the posting of a revised version of this Agreement on [www.apgfcu.com](http://www.apgfcu.com) will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade, or enhance the Online 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 Online Services, and/or related applications and material, and limit access to only the Online Services' more recent revisions, updates, upgrades, or enhancements.
- 26. Notices.** Notices must be in writing and mailed or hand delivered, except that we can give them to you electronically pursuant to your consent. Notices to you are effective when given, regardless of whether you receive them. Notices to us are effective only when we actually receive them.
- 27. Termination.** We can terminate your right to participate in our Online Services at any time if you fail to comply with these terms or the terms of your account agreements with us, including any failure to pay a required fee. Either you or we can terminate this agreement without cause or advance notice. We may suspend, remove, disable or terminate any feature of our Online Services at any time. We also may suspend, restrict, remove, disable or terminate your access to any feature of our Online Services at any time without advance notice. No cancellation, termination, suspension or similar action by us or by you shall affect your liability or obligations under these terms.
- 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 APGFCU Website, and/or the Online Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our Online 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, and access to the Online Services and/or APGFCU Website, 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. Applicable Law.** These terms are subject to all applicable federal laws and (to the extent not preempted by federal law) the laws of the state of Maryland.
- 30. WAIVER OF JURY TRIAL.** All parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between or among the parties or any of their respective affiliates, licensors, contractors, or service providers, or the employees or contractors of any of these, arising under or relating to our Online Services or this Agreement.
- 31. WAIVER OF CLASS ACTION CLAIMS:** All parties agree to waive any right to assert any dispute or claim against any other party or any of their respective affiliates, licensors, contractors, or service providers, or the employees or contractors of any of these, arising under or relating to this agreement as a class action.

- 32. No Waiver:** We will not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission by us or any of our service providers 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.
- 33. Exclusions of Warranties.** The APGFCU 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 Online Services, and operation of the APGFCU 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. Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your Account on time and in a correct amount according to the transfer and payment instructions you submit using our Online Services in accordance with these terms, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
- 1) If, through no fault of ours, you do not have enough money in your Deposit Account to make the transfer.
  - 2) If you have an overdraft line of credit, and the transfer would go over the credit limit.
  - 3) If circumstances beyond our control such as interruption of telecommunication service, catastrophic or emergency conditions, or a natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
  - 4) If the funds are subject to legal process or other encumbrance restricting the transfer.
  - 5) If you have not provided complete and correct transfer and payment instructions using our Online Services.
  - 6) Our Website or our Online Services was down for maintenance or otherwise not working properly and you knew about the outage when you started the transfer.
  - 7) There may be other exceptions stated in our agreements with you.
- Except as expressly required by these terms or otherwise required by law, we will not be liable for any losses or damages resulting from:
- 1) Deficiencies in your computer hardware or software or in your ability or care in using them, or
  - 2) Problems relating to your access to the internet, or
  - 3) Our accurate processing of your transfer and payment instructions submitted using our Online Services (including without limitation our reliance on all account, routing and other identifying numbers submitted by you using our Online Services).
- 35. Confidentiality.** We can disclose information to third parties about your Deposit Account or the transfers you make:
- 1) Where it is necessary for completing transfers; or
  - 2) In order to verify the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant; or
  - 3) In order to comply with government agency or court orders; or
  - 4) Where it is necessary for activating additional services; or
  - 5) To a consumer reporting agency (credit bureau) for research purposes only; or
  - 6) As explained in our separate privacy disclosures; or
  - 7) As specifically authorized and described in this agreement or another agreement we have with you; or
  - 8) If you give us written permission.
- 36. UNAUTHORIZED TRANSFERS.**

**Consumer Liability.** Tell us AT ONCE if you believe your username, access ID, password, passcode or other means of accessing your Deposit Account with our Online Services (any and all such means being referred to here as a code) has been lost or stolen, or if you believe that a transfer or payment has been made without your permission using our Online Services. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Deposit Account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your code, you can lose no more than \$50 if someone uses your code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your code, and we prove we could have stopped someone from using your code without your permission if you had told us, you could lose as much as \$500. Also, if your Deposit Account statement shows transfers that you did not make (including those made by code or other means), tell us at once. If you do not tell us within 60 days after the Deposit Account statement was mailed to you (or was provided electronically if you consented to receiving the statement that way), you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Contact in Event of Unauthorized Transfer.** If you believe your code has been lost or stolen, or that someone may attempt to use our Online Services to access any of your accounts without your permission, call or write us at the telephone number or address listed below. You should also call the number or write to the address listed below if you believe a transfer has been made using our Online Services without your permission.

### **37. ERROR RESOLUTION NOTICE.**

**In Case of Errors or Questions About Your Electronic Transfers** made using our Online Services, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your Deposit Account statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent you, (or provided electronically to you if you consented to receipt that way), the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and Deposit Account number.
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new Deposit Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new Deposit Account) to investigate your complaint or question. If we decide to do this, we will credit your Deposit Account within 10 business days (20 business days if the transfer involved a new Deposit Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not credit your Deposit Account. Your Account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established Deposit Account with us before this Deposit Account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**APG FEDERAL CREDIT UNION P.O. BOX 1176 ABERDEEN, MD 21001**

**Phone: 410-272-4000 or 800-225-2555 or TTY: 800-811-4888**

**MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST**

(See also the All About Your Accounts disclosure)