



Mobile and Online Banking Agreement

"We", "us", "our" and "UECU" mean Utilities Employees Credit Union. "You" and "your" mean each member who uses or is authorized to use Mobile and Online Banking with us. This Mobile and Online Banking Agreement, together with the Account Agreement and Disclosures, which are incorporated herein as if fully set forth below (collectively, the "Agreement"), state the terms and conditions that apply to your use of Mobile and Online Banking and the Services listed below, including the use of eStatements. In the event of a conflict between the Mobile and Online Banking Agreement and the Account Agreement and Disclosures, the terms of the Mobile and Online Banking Agreement will control. For members under the age of 13, registration for the use of Mobile and Online Banking cannot be complete until parental or guardian consent is obtained.

Mobile and Online Banking Services

The following information defines and explains the types of services that are currently available to members via Mobile and Online Banking (collectively, the "Services"). The terms and conditions outlined in this Agreement are applicable to all Services offered through Mobile and Online Banking. See specific service agreements for additional terms and conditions concerning the Services. You may access these Services by using your Mobile and Online Banking login credentials and a compatible access device. Some Services or full functionality of Services may not be available within UECU's Mobile Banking App. Depending on accessibility and eligibility, you may use Mobile and Online Banking for the following Services:

- Apply for a UECU loan.
- Open a UECU checking or savings account. Must be 13 years or older to utilize this service.
- Transfer funds between your deposit accounts.
- Transfer funds to or from a deposit account at a financial institution designated in your ACH Authorization Agreement or established and verified within Mobile and Online Banking.
- Transfer funds from your deposit accounts to make a payment on your UECU loan or line of credit.
- Utilize the member to member (M2M) service. The M2M service allows you to deposit funds into your other UECU membership accounts or into another member's UECU account, such as a spouse or child's account.
- Deposit checks remotely through UECU's Mobile Check Deposit service. Mobile Check Deposit allows you to electronically deposit paper checks to your account by electronically transmitting a digital image of the paper check.
- Utilize Pay a Person (P2P) service. The P2P service allows you to transfer funds from your UECU account to another individual's account at any U.S. financial institution.
- Enroll in Bill Pay, which is an electronic bill payment service that allows you to access, view, and pay your bills.
- Utilize CardSwap service. This service provides you the ability to automatically update the credit/debit card you have on file with merchants that save your default payment information (such as streaming services, utility bills, online subscription, etc.). This is so your services and automatic payments are not disrupted due to default payment information changes.
- Utilize ClickSwitch service. This service allows you to move your automatic transactions from accounts at existing financial institutions to your accounts at UECU or set up new automatic transactions at UECU.
- Access and monitor your credit score.

- Develop and create savings goals. Creating a savings goal will allocate a certain amount of money from one account to another over time to reach a long-term goal, such as a vacation or a new car.
- Utilize our Spending Analysis service. Monitor your spending patterns in your UECU accounts, or link other financial institution accounts so you can monitor your spending patterns across multiple institutions.
- Utilize our FinCheck service. Check on your financial health status to keep track of your overall financial health.
- Utilize our Spend Forecast service. Organize and manage your financial health all in one place. The service tells you how you are doing with spending, saving, borrowing, and planning to assist you in making better financial decisions.

UECU Mobile Banking App

The UECU Mobile Banking App is available through Google Play or the App Store and lists Utilities Employees Credit Union as its application developer. Minimum device operating systems for the UECU Mobile Banking App are iOS 12+ for Apple devices and Android 8.1+ for Android devices.

You acknowledge that certain wireless service providers/carriers may assess fees or have limitations and/or restrictions that might impact your use of the UECU Mobile Banking App (for example, your carrier or provider may impose data usage charges and/or limits). You agree that you are responsible for all such fees, limitations, and restrictions. Any information downloaded by you to your mobile access device becomes your property and responsibility. You are responsible for the security of your mobile access device and any information stored on the device. For your protection and confidentiality, sign out after every UECU Mobile Banking App session and close your application.

Agreement to Receive Electronic Documents and Communications

By enrolling in Mobile and Online Banking, you agree to receive electronic Documents and Communications from UECU. The following documents and communications (“Documents and Communications”) will be provided electronically:

- 1) Member Statements:
 - Periodic Statement which includes all Checking, Savings, CD, Money Market and Loan Accounts.
 - Disclosures or change in terms notices required by law or regulation including but not limited to: Truth-in-Savings, Electronic Funds Transfer, Error Resolution Disclosure, Expedited Funds Availability Act, Truth-in-Lending, and Billing Rights Summary.
- 2) VISA Statements:
 - Billing Statements for VISA Power Card™ Accounts and VISA Home Equity Lines-of-Credit.
 - Truth-in-Lending Disclosures, Billing Rights Summary and Truth-in-Lending Change in Terms Notices.
- 3) Flex HELOC Statements:
 - Periodic Statement which includes all segments, variable and fixed, for your Flex HELOC product.
 - Truth-in-Lending Disclosures, Billing Rights Summary and Truth-in-Lending Change in Terms Notices.
- 4) Tax Forms:
 - Periodic tax statements, including Forms 1098, 1099, 5498, IRA Statement of Fair Value and other tax forms as applicable.
- 5) UECU’s Privacy Statement and any changes thereto.
- 6) UECU Agreements and Disclosures and any changes or amendments thereto.
- 7) Member newsletters and information about UECU products and services.

- 8) Any other documents that UECU may wish or be required by law or regulation to provide to you.

An email notification that an electronic Document or Communication is available for viewing within Mobile and Online Banking will be sent to your email address on record at the Credit Union each time a new Document or Communication is available for electronic viewing. If an email notice is returned as "undeliverable," we will attempt to resend it. If the notice comes back to us after additional attempts, we will send you the Document or Communication via U.S. mail to the primary mailing address currently on file with UECU. We will also opt you in to paper delivery if you previously opted out.

You are responsible for reading this agreement thoroughly and verifying that you can access Documents and Communications electronically to your satisfaction. You will have the ability to download and print electronic Documents and Communications. You agree that all Documents and Communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Notice Regarding Paper Documents and Communications

Enrolling in Mobile and Online Banking does not opt you out of receiving Documents and Communications via paper delivery. If you wish to opt out of paper delivery of Documents and Communications, you must update your preferences as set forth below.

If you opt out of paper delivery, you may request from us a paper copy of any Documents or Communication available to you electronically. If you wish for us to send you paper copies of Documents and Communications, you will be charged in accordance with UECU's most current Fee Schedule.

If you opt out of paper delivery, you may at any time change your mind and tell us that thereafter you want to receive Documents and Communications in paper format again. To opt back in to paper delivery, you must update your preferences as set forth below.

If you rely on paper delivery of Documents and Communications, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need to first send the required Documents or Communication to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper Document or Communication.

How to Make Electronic Document and Communication Preference Changes

You may contact us to let us know if your email address changes, to opt out of paper delivery or to cancel your opt out of paper delivery, as follows:

- If you would like notice of electronic Documents and Communications sent to a different email address, you may: (1) call us at 1-800-288-6423; (2) update your email address via Mobile and Online Banking; or (3) mail your request in writing to 11 Meridian Blvd, Wyomissing, PA 19610. Email change requests received in writing must contain account number, name, new email address, signature, and date.
- To opt out of paper delivery of Documents and Communications, cancel your opt out of paper delivery, or request a paper copy of a particular Document or Communication, you may: (1) call us at 1-800-288-6423; (2) submit your request via Mobile and Online Banking; or (3) mail your request in writing to 11 Meridian Blvd, Wyomissing, PA 19610. In the body of such a request you must state your email address, full name, mailing address, and telephone number. If you are requesting paper delivery, we will bill you for any applicable fees at that time, if any.

Notice Regarding Receiving Voice and Text Messages

By indicating your acceptance of this Agreement and by providing and confirming your valid email address and telephone number (including a mobile telephone number), you consent to receiving emails, calls and/or text (“SMS”) message alerts and notifications from UECU about activities that have occurred on your account, including calls from an automatic telephone dialing system (“ATDS”). You consent to receive these calls in connection with the use of your Mobile and Online Banking, and as required for our everyday business purposes including notices and alerts regarding your account or account activity, identity verification, enhanced security and to prevent fraud. Standard text messaging rates may apply based on your plan with your mobile phone carrier.

System Requirements

A valid email address is required to utilize Mobile and Online Banking, and we reserve the right to limit access until your email address is received and/or updated. To receive electronic Documents and Communications, you will need a web browser which supports no less than TLS 1.2 protocol with forward secrecy and 128-bit (or higher) encryption and JavaScript. In general, we support the latest two versions of Microsoft Edge, Safari, Firefox, and Google Chrome. A browser plug-in or installable software capable of reading PDF format, such as Adobe Reader, is required to access documents being provided in the PDF format. A valid email address is required to receive security notifications and service alerts. Wireless devices, such as mobile phones and tablets, must be text-enabled to receive elected SMS services alerts. You must have access to a computer or a portable device that satisfies these requirements. You must have access to a printer or the ability to download information (including Documents and Communications) in order to keep copies of these electronic Documents and Communications for your records. Any information downloaded by you to your financial or other software, or printed by you, becomes your property and responsibility.

Except as specifically provided in this Agreement or otherwise required by applicable law, we (and our service providers or other agents) will not be liable for any loss or liability you may incur resulting in whole or part from any failure or misuse of your personal computer hardware, software or other equipment provided by an external company, including an internet browser provider, an internet access provider, an online service provider, a data plan provider, or an agent or subcontractor of any of them.

Login Credentials

You agree that your Mobile and Online Banking security access is controlled by your login credentials consisting of a username together with a password, PIN or Biometric ID chosen and entered by you. Your login credentials allow you to access all UECU membership accounts you are an owner of. If the membership account(s) being accessed are jointly owned, you acknowledge that all joint owners will be able to view all sub-accounts associated with the membership account, even if they are not joint on all sub-accounts.

You agree that any person you provide your login credentials to or any person you enable as a user shall be considered an authorized user and you will be responsible jointly and severally with the authorized user for any and all transactions. Each person using Mobile and Online Banking and each person you give your login credentials to or each person you enable as a user can access any of your accounts and otherwise use any Services offered through Mobile and Online Banking. You agree to accept responsibility for protecting the integrity of your login credentials and hold us harmless from any loss or liability caused by anyone you provide your login credentials to.

You agree to make use of multi-factor authentication, challenge questions and answers, biometrics and/or other identification procedures that we may implement from time to time in order to increase Mobile and Online Banking security.

Unauthorized Access

Notify us at once if you believe someone has gained unauthorized access to your account, your login credentials have been lost or stolen, or someone has transferred or may transfer money from your account without your permission. The fastest way to notify us is to call 800-288-6423 between 8:00 a.m. and 5:00 p.m. on any Monday – Friday business day (8:00 a.m. to 3:30 p.m. on Wednesday) or e-mail us during these times at Advantages@uecu.org. UECU is closed on federal holidays. If we receive notice orally, we may require that you send us your complaint or question(s) in writing within ten (10) business days of receiving oral notice.

Contact by UECU

No UECU employee will contact you via email or phone requesting your Mobile and Online Banking login credentials. If you are contacted by anyone requesting this information, please contact us immediately.

Documentation of Transactions

All transactions generated by you through Mobile and Online Banking services will appear on your periodic account statement.

Limitations on Transfers

There may be a limit to the number of transfers or inquiries you may make in any one day depending on the service being utilized. UECU reserves the right to limit the number or dollar amount of withdrawal transfers per session or per business day. Transaction limitation details will be disclosed within Mobile and Online Banking. There is a limit on the number of access denials due to improper login credentials. The number of attempts is not revealed for security purposes.

Geographic Restrictions

We are based in the United States. We make no claims that the Services are accessible or appropriate outside of the United States. Access to and use of the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Fees

UECU does not presently charge a fee for Mobile and Online Banking. We reserve the right to do so in the future and will provide advance notice to all users through the system, in accordance with applicable regulations, if charges are assessed. Fees may apply to certain services offered through Mobile and Online Banking. Fees for specific services will be outlined in those service agreements. Refer to our current Fee Schedule for any fees associated with your deposit accounts.

Modifications to Service

UECU reserves the right to change or modify Mobile and Online Banking Services at any time without notification to you, unless prior notification is required by law. Continued use of Mobile and Online Banking Services after a change or modification constitutes your acceptance of the change or modification.

Change in Terms

We may change the terms and conditions of Mobile and Online Banking and any of its Services in our sole discretion. We will notify you of changes by giving written notice of change prior to the effective date of the change, as required by law. However, if the change is made for security purposes, we can make a change without giving prior notice. Continued use of Mobile and Online Banking Services after a change in terms and conditions constitutes your acceptance of the change in terms and conditions.

Suspension of Services and Termination

UECU reserves the right to refuse, suspend or terminate access to Mobile and Online Banking and any Services offered through Mobile and Online Banking at any time without notice, including all EFT services.

Disclaimer of Warranties; Limitation of Liability

THE SERVICES, CONTENT AND ANY SOFTWARE ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. WE AND OUR THIRD-PARTY SERVICE PROVIDERS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE, OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER WE NOR OUR THIRD-PARTY SERVICE PROVIDERS MAKE ANY WARRANTY OR REPRESENTATION, AND EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION, WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES, CONTENT, OR ANY SOFTWARE. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR OUR THIRD-PARTY SERVICE PROVIDERS REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SERVICES, CONTENT, OR SOFTWARE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; THAT THE SERVICES, CONTENT, SOFTWARE, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THAT THE SERVICES, CONTENT, OR SOFTWARE WILL OTHERWISE MEET YOUR NEEDS, EXPECTATIONS OR REQUIREMENTS; OR THAT THE SERVICES, CONTENT OR SOFTWARE WILL OPERATE COMPATIBLY WITH PRODUCTS, SERVICES, HARDWARE, OR SOFTWARE USED OR OFFERED BY ANY OTHER PARTY.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OR THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR OTHER CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE THE SERVICES, CONTENT, OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, BUSINESS, OR PROFITS, OR LOSS CAUSED BY AN INTERNET PROVIDER, ANY RELATED SOFTWARE, OR OUR USE OF ANY OF THEM, WHETHER BASED IN TORT (INCLUDING NEGLIGENCE), CONTRACT, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF FORESEEABLE OR IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this section may not apply to you. In such states, our liability is limited to the maximum extent permitted by law.

Indemnification

To the maximum extent allowed by law, you agree to indemnify, defend, hold harmless and fully compensate us and our respective affiliates, officers, directors, employees, agents, representatives, licensors, and third-party service providers from and against any and all third party actions, claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority ("Claims"), and all losses, liabilities, damages, judgments, awards, fines, penalties, costs and expenses (including, but not limited to,

court costs, reasonable attorneys' and expert witness fees and expenses and all costs of investigation), arising out of or resulting from such Claims, to the extent such Claim is related to this Agreement or your use of or inability to use the Services, content or software, unless such Claim directly results from an action or omission we make in bad faith. We reserve the right, at our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event, you agree to cooperate with us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Services or this Agreement.

Agreement Acceptance

By indicating your acceptance at the accept agreement prompt, you acknowledge receiving and reading this Mobile and Online Banking Agreement. You agree to the terms, conditions, and disclosures contained herein, including consent to receiving Documents and Communications electronically. You confirm to us that you can access information electronically, including Documents and Communications, and that you are able to either (i) print or electronically save this Mobile and Online Banking Agreement, and all other Documents and Communications, for your future reference and access, or (ii) email this Mobile and Online Banking Agreement, and all other Documents and Communications, to an email address where you will be able to print or electronically save this Mobile and Online Banking Agreement, and all other Documents and Communications, for your future reference and access.

AU.AOL.0310 04182023