

ONLINE & MOBILE BANKING TERMS & CONDITIONS

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE AGREEING TO PARTICIPATE IN ATLANTIC FINANCIAL FEDERAL CREDIT UNION'S ONLINE BANKING AND MOBILE BANKING SERVICES. YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT.

1. Introduction: This Online Banking Agreement (Agreement) describes your rights and obligations as a user of Atlantic Financial Federal Credit Union's (AFFCU) Online Banking and Mobile Banking (Service). By clicking on the Agree button you agree to abide by the terms and conditions set forth in this Agreement and acknowledge your receipt and understanding of the Agreement and the disclosures contained within. In this Agreement, the words "you" and "your" mean the members who use online banking and any authorized users. The words "Credit Union," "us," "we," and "our" means AFFCU.

If you use certain features, products, or services available on or through the Services, you will be subject to, and/or required to agree to, separate agreements relating to such features, products, or services. Other agreements may include, without limitation, the Membership Agreement and Disclosures, Truth in Savings Disclosures, Electronic Funds Transfer Agreement, E-Statement Agreement and Disclosures and Bill Pay Terms and Conditions.

2. Consent and Acknowledgement: This consent applies to the Service and any accounts that you register to use with the Service. You have agreed to accept the disclosures and other information electronically as described above and you accept the following:

- Acknowledging receipt of the Notice and Consent regarding the Service;
- Confirming you are able to access and retain this information provided electronically;
- Consenting to the receipt of the disclosures and other information electronically as described above; and
- Agreeing to the Terms and Conditions for the Service.

This Agreement contains important information and guidelines for using the Service. These are the current terms of your agreement with the Credit Union for accessing your accounts and making use of other services via Online Banking and Mobile Banking. By using the Service, or authorizing others to use it, you agree to these terms. AFFCU may amend these terms from time to time. You will be notified of any amendments that affect your rights or obligations, and such amendments are effective when they are posted. It is your responsibility to review these terms and conditions from time to time to be aware of any such change. Your continued use of the Service will indicate your agreement to any such change(s). If you do not agree to the terms and conditions, you may not use the Service. Each of your accounts at AFFCU, which are accessed by the Service, continue to be governed by the applicable Membership Agreement and Disclosures, State and Federal Regulations relating to Deposit Accounts, Electronic Fund Transfer Agreement and Disclosures, and the Rate and Fee Schedule Disclosure.

3. Definitions

Account: means any one or more share savings, share draft checking, or other deposit account(s), loan account(s) that you have with the Credit Union. Account also means all accounts you access through an ACH transaction, and any account held at other financial institutions with which you have transacted, or have initiated an ACH transaction.

Authorized Person: means, with respect to an individual account, each person who has an interest in or authority to transact business in such account, with respect to each person listed as an authorized signer on the signature card or anyone you authorize access to your online banking account to transact business with respect to such account.

Bill Pay Transfers: shall mean payments or transfers to a company or another institution.

Business Day: is every day except Saturdays, Sundays, and holidays.

Communications: means any periodic statement, year-end tax statement, authorization, agreement, disclosure, notice, or other information related to your Accounts, including but not limited to information that we are required by law to provide to you in writing.

Computer: means your computer, computer system, mobile device, or any other method of access used to access our website and related equipment and software.

Cross Account Transfers: shall mean monetary transfers between one of your accounts at AFFCU and another AFFCU member's account.

Internal Transfers: shall mean monetary transfers between your accounts with AFFCU.

Transfers: shall mean any combination of Internal Transfers, Member-to-Member Transfers, External Transfers, and/or Wire Transfers.

4. Description of Services: Online Banking "Service" or "Services" shall mean all information, materials, content, communications, features, products, services, methods of conducting transactions and transactions available, through the online banking site including but not limited to: (a) transfer funds between accounts; (b) obtain account balances and certain other information for various accounts that you may have (including, without limitation share savings, share draft checking, or other deposit accounts, and loan accounts); (c) initiate online bill payments or transfers (d) initiate wire transfer requests; (e) initiate stop payment requests; (f) obtain transaction information on certain accounts; (g) download certain account transactions to your computer; (h) view online statements; (i) view online check images; (j) re-order checks; if you have initiated a check order with one of our branches; (k) withdraw a check; and (l) establish electronic alerts. These services shall also be deemed to include any portion of the online banking site and any software used to operate the Services.

The Service is accessible 7 days a week, 24 hours a day. However, from time to time and at any time, some or all of the Services may not be available due to system maintenance, or for other reasons. Certain features, information, types of transactions or other services available while using the Services are only available for certain accounts and may not be available when accessing the Services via mobile device or for all of your accounts. Additional agreements may be required prior to accessing certain offered features.

5. Computer Equipment and Software: You will need computer hardware and software sufficient to enable you to access the Internet in order to utilize the Service. You will need to have an Internet service provider and a browser that is SSL compliant (128 bit encryption). The internet browser must be a current stable version or the previous two (2) versions, provided the browser maker supports those versions. Browsers include current versions of Internet Explorer, Microsoft Edge; Firefox; Chrome; and Safari. You may also need JavaScript. You are responsible for the installation, maintenance, security and operation of the computer and browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate the computer and software properly. We are not responsible for any loss, damage or injury, whether caused by your equipment or software, the Services, or any technical or editorial errors contained in or omissions from any user guide related to the Services. **We will not be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software or the Services, except where the law requires a different standard. This includes any loss or damage caused by viruses or technologically harmful material that may infect your equipment, computer programs, data or other proprietary material due to your use of the Services or your downloading of any material posted on AFFCU's website or any website linked to it.**

UNAVAILABLE, DELAYED, OR INACCURATE ACCOUNT INFORMATION: AFFCU strives to provide complete, accurate, and timely account information through the Service. However, unless otherwise required by law, we will not be liable to you if any such information is unavailable, delayed, or inaccurate. With respect to electronic funds transfer problems, such as unauthorized transfers or AFFCU's failure to properly complete authorized transfers, the extent of our liability is described in this Agreement.

6. Security of Access Credentials: Your access credentials are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your online banking credentials. You agree not to disclose or otherwise make your online banking credentials available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access credentials, you understand that person may use the Services to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access credentials and you agree that the use of your access credentials will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your access credentials in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying AFFCU and changing your access

credentials immediately. You are responsible for any transactions made by such persons until you: 1. Notify us that transactions and; 2. Access by that person are no longer authorized and your access credentials are changed. If you fail to maintain or change the security of these access credentials and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately. You will be responsible for any loss sustained by the Credit Union as a result of your failure to maintain or change your access credentials.

7. Your Liability for Unauthorized Transfers: If you tell us within two (2) Business Days after you first discover your password or other means to access your account has been lost or stolen, you can lose 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 first learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you will be liable for as much as \$500.00. If your monthly statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or hospital stay) prevented you from telling us, we may extend the period. You may contact us by calling 410-584-7474 or emailing support@affcu.org.

8. Enrollment in Services; Accounts Which Can Be Accessed: By enrolling in the Services, you authorize us to process transactions for you as requested by you from time to time, and you authorize us to post transactions to your account(s) as directed. You further authorize us to make automatic payments in such manner as you direct.

Access to the Services is provided to all members (primary and joint) on the account, each with equal access, functionality, and rights to view account details, initiate account transactions, and modify account information. Each authorized user will have separate login credentials. Minor accounts will not be given individual access to accounts unless the legal guardian on the account authorizes AFFCU to provide access. If so authorized, the minor will have his or her own account login credentials along with complete ability to view account details, initiate account transactions, and modify account information.

9. Electronic Instructions: You agree that all electronic instructions that we receive on the online banking site or otherwise in connection with the Services, such as those directing us to take action with respect to your account will be deemed valid, authentic, and binding obligations. Pursuant to law and regulations, these electronic instructions therefore will be given the same legal effect as your written and signed paper instructions, shall be considered writing or in writing and shall be deemed for all purposes (i) to have been signed and (ii) to constitute an original when printed from electronic files or records established and maintained in the normal course of business. You agree that electronic copies of communication are valid and you will not contest the validity or enforceability of such instructions or any related transactions, absent proof of altered data or tampering, under provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby, and such copies shall be admissible if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form.

You agree (to the maximum extent permitted by law) to hold us harmless and protect and indemnify us from and against any and all claims, losses, liability, damages and/or demands (including, without limitation, reasonable attorneys' fees and court costs) of any kind, direct or indirect, arising out of or in any way connected with any Services, including E Statement services if applicable, rendered by us pursuant to or in accordance with any and all electronic instructions for which we have attempted to verify your identity as set forth above.

BECAUSE E-MAIL IS NOT A SECURE METHOD OF COMMUNICATION OVER THE INTERNET, WE RECOMMEND YOU DO NOT SEND CONFIDENTIAL INFORMATION BY E-MAIL. PLEASE BE AWARE YOU CANNOT USE E-MAIL TO INITIATE TRANSACTIONS ON YOUR ACCOUNT(S).

10. Bill Payment Service: The Bill Payment Service permits you to use your Internet enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a share draft checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals. Certain payment such as those for gambling, drugs, illegal purchases, and more are not permitted using AFFCU's Bill Pay system.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments

may be made using the Service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the following business day (e.g. Monday). After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new payee in the Bill Payment Service, it takes two (2) business days to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least five (5) to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it may take up to five (5) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Credit Union will work with the payee on your behalf to reverse any late fees or charges.

The Credit Union is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Credit Union will not be liable in any way for damages you incur for any of the following reasons:

- insufficient funds in your Bill Payment Account to make the payment on the processing date;
- delays in mail delivery;
- changes to the payee's address or account number unless we have been advised of the change in advance
- the failure of any payee to correctly account for or credit the payment in a timely manner, or
- any other circumstances beyond the control of the Credit Union.

If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the Bill Payment Service will automatically block future Bill Payment Service until the account has sufficient funds to make the payment. This suspension may be without prior notice to you. The Credit Union shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In such event, we will charge all related service fees to you. In all cases, you are responsible for making alternate arrangements for the payment or reschedule the payment through the Service.

AFFCU is under no obligation to notify you if it does not complete a transfer because there are insufficient funds in your account to process a transaction. With respect to any negative balance caused by honoring either a paper or electronic payment, you agree to reimburse us, for any funds we have already paid to one or more of your designated merchants or financial institution which we were unable to recover by debit to the merchant or financial institution. You agree that we may impress and enforce a statutory lien upon your accounts with us to the extent you owe us any money and we may enforce our right to do so without further notice to you. We have the right to set-off any of your money or property in our possession against any amount you owe us. The right of set-off and our impressed lien does not extend to any Keogh, IRA, or similar tax deferred deposit you may have with us. If your account is owned jointly, our right of set-off and our impressed lien extends to any amount owed to us by any of the joint owners.

In the event that you do not comply with the terms and conditions set forth in this Agreement, or in the event that your payment instruction is not made in time for us to process your payment prior to the due date required by a particular merchant or financial institution, you will be liable for all penalties and late fees imposed, and we will not be liable for any such penalties or fees. Without limiting the foregoing, AFFCU shall also not be liable for late charges, interest, penalties, or other amounts incurred by you or any for any failure to allow sufficient time for processing and delivery of any deposits or payment(s) so long as AFFCU has complied with the provisions of this Agreement. Unless otherwise required by law, the Credit Union will not be liable to you under any circumstances for special, indirect, or consequential

damages, including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages. We reserve the right to refuse to make any payment.

11. Payment Cancellation Requests: You may cancel or edit any scheduled payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a scheduled payment. Once the Bill Pay Service has begun processing, a payment it cannot be cancelled or edited, and therefore in such case, a stop payment request must be submitted.

12. Stop Payment Requests: You may request AFFCU to stop a written draft or an ACH debit on your account. You understand if an item is presented and does not exactly match the information you provide on this form it may be paid or returned according to AFFCU policies and procedures. If the item is presented in a different method than you have indicated, the item may still be paid with no liability to the Credit Union. You also understand AFFCU will not be responsible for stopping payment unless your request is received by the Credit Union within a reasonable time for the Credit Union to act on your order prior to a final payment or similar action; or at least three (3) business days before the scheduled date of the ACH. The Credit Union's liability shall not, in any event, exceed the amount of the draft or ACH debit. You agree to reimburse the Credit Union for any loss it sustains in honoring this request. If you wish to cancel this request, it must be received in writing. Please be advised certain ACH items are not allowed to have stop payments placed. The Credit Union will not be liable if a stop payment for an ACH item which is later determined to be a force paid item. For drafts, the stops are searched by draft number and amount. For ACH items, the stops are searched by amount and/or payee (only if the same item has been paid previously).

13. Alerts: Online banking offers opt-in alerts for your convenience. You will be asked to provide contact information when you sign up for the alert. By signing up to receive any opt-in alerts, you represent and warrant to us that the e-mail addresses and mobile phone number you provide are owned by you or authorized by the rightful owner to be used by you. You consent to delivery of such opt-in alerts, in the format selected, to the e-mail addresses you identify or provide. You are responsible for maintaining any changes to your e-mail addresses and mobile phone numbers to which alerts are sent. To stop receiving any optional alerts, log into online banking and in the Alerts section select the alert you would like to delete.

Alerts may contain information about your accounts. Information, including but not limited to, account balances and payment due dates may be included in the alert, depending on the specific type of alert or how you configure it. Anyone with access to your e-mail may be able to access the contents of alerts. It is your responsibility to secure these devices, protect your Online Banking ID and password, and provide timely information about e-mail or phone number contact changes in order to protect the confidentiality of this information. You consent to any disclosures by us which may occur if you do not take appropriate steps to prevent access to your information by unauthorized persons.

The Credit Union endeavors to provide alerts in a timely manner with accurate information. However, we do not guarantee the delivery or accuracy of the contents of any alerts. Alert balances will not reflect pending transactions. If you require additional details about a transaction, you can login to online banking or call us at 1-800-505-7476 or 410-584-7474 Monday through Friday between 9:00 AM and 5:00 PM (EST). You agree that Credit Union shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of any alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

14. Transfers: Online transfers include (i) internal transfers, (ii) cross account transfers, and (iii) bill-pay transfers. Funds transfers are subject to this Agreement and your AFFCU Membership Agreement and Disclosures.

We reserve the right to refuse or cancel a transfer. We are obligated to notify you promptly if we decide to refuse or cancel any transfer request that complies with these terms and conditions. However, we are not obligated to provide notification of your transfer being refused or cancelled if you attempt to make transfers that are prohibited under this Agreement, any additional agreement affecting your terms of your account(s), or federal and state law.

We reserve the right to impose a limit to the dollar amount of transfers and/or a limit to the total number of transfers that may be requested. We reserve the right to place a hold on any funds prior to debiting your funding account for the transfer amount. You are required to have sufficient funds available in the funding account of any transfer request(s) by the opening of business the day the transfer is to be processed.

In the event that a debit to any of your accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account as set forth above, we reserve the right, and you shall authorize us, to debit any of your internal accounts

(including accounts upon which you are listed as joint account holder) to the extent necessary to offset any resulting deficiency. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited, you authorize us to debit the credited account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. If we are unable to recover from you, then the recovery process set forth in the Membership Agreement and Disclosures will apply. You will also be held responsible for any additional fees charged in accordance with our Fee Schedule.

When you schedule any type of transfer or recurring transfer for a future date using the Service, it must be properly submitted at least one (1) calendar day prior to the desired processing date. All scheduled or recurring transfers for a future date will only be processed on Business Days. If the future date for processing is not a Business Day, the transfer will be processed on the next Business Day following the scheduled date.

With respect to ACH transactions, if you receive credit for the completion of a transfer but there are/were insufficient funds available in your account and/or the debit to your account is returned for any reason, you understand and agree that you are responsible for reimbursing us for the amount of the transfer, along with any additional fees in accordance with our Fee Schedule. You further understand that any and all ACH transactions processed by us are purely at our discretion and that the payment by us under these circumstances in no way obligates us to pay the same or similar bills in the future. ACH payments are governed by the rules of the National Automated Clearing House Association.

16. Liability for Failure to Complete Transactions: If we do not complete a transaction to or from your account on time, or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We will not be liable for the failure of a transfer in the following instances:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer, despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with Credit Union policy.
- If your funds are subject to legal process or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of the law.
- If you believe someone has accessed your accounts without your permission and you fail to notify us immediately.
- If you have not properly followed the scheduling instructions on how to make a transfer included in this agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If we have a reasonable basis for believing that unauthorized use of your password or account has occurred or if you default under this Agreement, the Membership Agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

There may be other applicable exceptions stated in this Agreement and in other agreements with you. In no event shall we be liable for damages in excess to your actual loss due to our failure to complete a transfer, and we will not be liable for any special, incidental or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

17. Fees and Charges: Except as provided herein, we do not at this time charge any enrollment fees, recurring usage fees or any other fees for your use of the Services. However, we do charge fees in certain limited circumstances that may arise in connection with your use of the Services (including, without limitation, if you request a re-order checks) as further set forth in our Fee Schedule.

Notwithstanding the foregoing, fees are subject to change, and we may impose additional charges, penalties or fees in connection with your use of the Services at any time, subject to the terms hereof. You agree to be responsible for any telephone or mobile device carrier charges and/or internet service fees you incur while using the Services and any

amounts we are charged as a result your or any Authorized Person's improper use of the Services or breach of your agreements with us.

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 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 and condition of your account to a credit bureau or payee;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders; or
- If you give us permission.

You may review the Credit Union's Privacy Policy at: www.affcu.org/site/privacy.pdf

20. Your Responsibilities and Liabilities: It is your sole responsibility to ensure that the contact information in your online banking user profile is current and accurate. This contact information includes but is not limited to name, addresses, phone numbers, e-mail addresses, and account numbers. We are not responsible for any payment processing errors or fees incurred by you if you do not provide accurate account or contact information.

21. No Illegal Use of Services: You agree not to use the Services to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with the Services. You certify that you are eighteen (18) years of age or older or otherwise able to lawfully enter into contracts under applicable law.

22. Billing Errors and Questions: In case of errors or questions about your transactions, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST (1st) statement on which the problem appears. Call us at either (410) 584-7474 or (800) 505-7476 Monday through Friday between 9:00 AM and 5:00 PM (EST), or send a fax to (410) 584-8061. You may also write to:

Atlantic Financial Federal Credit Union
40 Schilling Rd
Hunt Valley, MD 21031

Please provide the following information:

- Your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information.
- 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 ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days of 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. If we have credited your account with funds while investigating an error, we will charge your account for those funds if we conclude no error has occurred. In this provision, all references to ten (10) business days will be twenty (20) business days if your notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to your account was made and all references to forty-five (45) business days will be ninety (90) business days if your notice of error involves an electronic fund transfer that: (a) was not initiated with in a state; (b) resulted from a point-of-sale debit card transaction; or (c) if your notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to your account was made.

23. Amendments: This Agreement, applicable fees and service charges may be amended by the Credit Union from time to time. In such event, the Credit Union shall provide notice to you. Any use of the Service after the Credit Union provides you a notice of change will constitute your agreement to such change(s). Further, the Credit Union may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete.

24. Termination: We reserve the right to terminate this agreement and your access to the Services, in whole or in part, at any time for any reason. If any of your checking, savings, or other deposit accounts is closed due to insufficient funds or for any other reason we reserve the right to deactivate or terminate your access to the Services. All rights and remedies provided in this Agreement for the benefit of the Credit Union are cumulative and not exclusive, and the exercise by the Credit Union of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Credit Union and you or otherwise.

If you wish to terminate your ability to use online banking or the Services as a whole, please call us at 1-800-505-7476 or send us cancellation instructions in writing to Atlantic Financial Federal Credit Union, 40 Schilling Rd, Hunt Valley, MD 21031. If you wish to reinstate your access to online banking or the Services as a whole following any such termination please call us at 1-800-505-7476. Please note that we reserve the right to not reinstate such Services as we determine in our sole discretion. You authorize the Credit Union to continue making those transfers and payments to you or your Authorized Persons had scheduled or paid for prior to termination.

25. Information Authorization: Your enrollment in the Service may not be fulfilled if the Credit Union cannot verify your identity or other necessary information.

26. Other General Terms:

- **Other Agreements:** In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with Atlantic Financial Federal Credit Union, as described in your Membership Agreement and Disclosures, prior receipt of which you acknowledge.
- **Severability:** In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the agreement.
- **Enforcement:** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or the Services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws for the state of Maryland unless preempted by the laws and regulations of the United States of America. You agree to exclusively submit to the personal jurisdiction of the state and federal courts in the state of Maryland for the purposes of litigating any and all claims or disputes. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collections actions, if applicable. To the extent permitted by applicable law, you agree not to bring, join or participate in any class action with regard to any claim, dispute or controversy you may have against the Credit Union, its employees, officers, directors and agents.
- **Limitation of Liability:** EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL THE CREDIT UNION OR ANY OF ITS AFFILIATES, REPRESENTATIVES OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
- **No waiver:** We shall not be deemed to have waived any rights or remedies we may have under this Agreement unless such waiver is in writing and signed by an authorized representative. Our delay or omission in exercising any rights or remedies shall not operate as a waiver of such rights or remedies, and our waiver on any given occasion or under any circumstances shall not be construed as a bar to our waiver of any rights or remedies in the future.

- Assignment: You shall not assign, transfer or delegate any of your rights or obligations under this Agreement without our prior consent, which we may withhold in our sole discretion. We may at any time assign, transfer or delegate any or all of our rights or obligations under this Agreement to any party without your consent.
- Complete agreement: This Agreement constitutes the exclusive statements and contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose.
- Inconsistencies: If any provision of this Agreement conflicts with those of any other applicable agreement or oral statement made by between you and the Credit Union, the terms of this Agreement shall prevail.
- Survival: Any provisions of this Agreement that are intended to survive shall survive the termination of this Agreement.
- Warranties: YOU AGREE THAT THE SERVICES ARE AS BEING PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT GUARANTEE YOUR CONTINUOUS, UNINTERRUPTED OR TIMELY ACCESS TO THE SERVICES.
- Headings: The titles or headings of the various sections and paragraphs of this Agreement are intended solely for convenience of reference and are not intended and shall not be deemed to or in any way be used to modify, explain or place any construction upon any of the provisions of this Agreement.