

Mobile Banking Service Addendum

This addendum sets forth the additional Terms and Conditions for use of the Mobile Banking Service (“Service”) offered through the Polish & Slavic Federal Credit Union (“we”, “ours”, “us”, “PSFCU”) by the member or joint account holder (“you”, “your”). Except where modified by this Addendum, the Terms and Conditions for Online Banking and any other agreement you have with us remains in effect. If there is a conflict between the Terms and Conditions of other agreements and this Addendum, the terms in this Addendum will govern your use of the Mobile Banking Service.

I. ACCEPTANCE

A. Accepting this Addendum

By clicking “I agree” when you enroll in Mobile Banking and by using the Services you agree to the Terms and Conditions of this Addendum. By downloading the software for the Service or accessing Online Banking via Mobile Device you also agree to remain bound by the terms and conditions of this addendum.

B. Description of Services

i. Mobile Banking is a personal financial information management service that allows you to access your account using compatible and supported Mobile Devices (“Devices”). The list of eligible Mobile Devices is published on our website and is subject to change without notice. By listing a cell phone or other device as an eligible Mobile Device, PSFCU does not endorse or recommend, or make any representation or warranty of any kind regarding the performance of such device. You are responsible for the selection of an eligible Mobile Device and for all issues related to the operation, performance and costs associated with such device with your mobile service provider.

ii. For security purposes, to access your accounts you must enter your login credentials including your username, password and other security information selected by you during the Online Banking enrollment process. In addition to passwords, Mobile Banking may use other authentication methods intended to provide security against unauthorized use and access including security questions and answers or biometric technology including “fingerprint” authentication. You understand that your username and password or other personal information may allow access to your accounts, therefore you are responsible for safekeeping your login credentials and security information. You agree to properly log off your mobile device. You also agree to safeguard and protect access to your mobile device(s).

iii. Mobile Banking is available only to the Online Banking users. Please refer to the Online Banking Agreement for a list of transactions and services that you may access through Mobile Banking. You may review transactions only between accounts linked in your online banking. You may make bill payments or transfer funds to payees that you previously set up in Online Banking. The standard limitations on transfers and bill payments apply to transactions made through Mobile Banking. Additional services available through Mobile Banking include Mobile Deposits, a service providing ability to deposit checks, and Quick Balance, an option that provides ability to configure quick look at account totals. Both services are subject to configuration and acceptance by user. Mobile Deposits are subject to check amount limitations.

We reserve a right to modify the scope of Mobile Banking at any time. We reserve a right to refuse to make any transaction you request through Mobile Banking or to reduce or suspend the types and amounts of transactions allowed using the Service. We may also change the enrollment process or transaction limits associated with it from time to time based on security issues and other factors in our sole discretion and without prior notice. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as when roaming. Transactions initiated using mobile banking service may constitute electronic funds transfers under federal law. Please review applicable sections of the Online Banking Agreement for important information on your rights and responsibilities when making transactions using Mobile Banking and for instructions to report the unauthorized transactions.

C. Use of Services

In order to properly use Mobile Banking you should follow instructions provided on the PSFCU website. You agree and accept responsibility to learn how to use Mobile Banking in accordance with instructions. You also accept responsibility for making sure that you know how to use you Device and the Software. In the event of any modifications, you accept the responsibility for making sure that you understand how to use Mobile Banking as modified. The Software is provided by a service provider not affiliated with us and you are solely responsible for entering a license agreement to use the software. We will not be liable for any losses caused by your failure to properly use the services or your Mobile Device.

D. Relationship to Other Agreements

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., Verizon, T-Mobile, AT&T, or any other), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking. For example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Mobile Device when using the Software or other products and services provided by Mobile Banking. You agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services and that you will resolve any problems with your carrier or provider directly with your carrier or provider without involving us.

II. MOBILE BANKING SOFTWARE LICENSE AGREEMENT

Subject to your compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ('License') to download, install and use the Software on your Mobile Device within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to download and install the Software to that new or different Mobile Device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this Addendum; (ii) your deletion of the Software from your Mobile Device; or (iii) our written notice to you at anytime with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Mobile Device. The provisions of Sections III and IV of this Addendum shall survive revocation of the License.

III. YOUR OBLIGATIONS.

When you use Mobile Banking to access accounts, you agree to the following:

A. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information and to keep your account information up to date and accurate.

B. Proprietary Rights. You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

C. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Commercial Use or Re-Sale. You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

E. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your improper use of Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

F. User Security. You agree not to give or make available your Mobile Banking login credentials including username, password, security information or other means to access your account to any unauthorized individuals. You are

responsible for all bill payments, transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your Mobile Device and your login credentials or other means to access Mobile Banking, you are responsible for any transactions they authorize. If you believe that your login credentials, Mobile Device or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us immediately by calling 1-855-773-2848.

IV. SERVICE CHARGES

Mobile Banking is offered free of charge, but regular account and service fees may apply to the services accessible through Mobile Banking. You authorize us to automatically charge your account for all such fees in accordance with our current fee schedule and as amended from time to time. In the future, we may add to or enhance the features of Mobile Banking and you agree to pay for them in accordance with the fee schedule.

V. ADDITIONAL PROVISIONS.

A. Mobile Banking Service Limitations. i. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, miss-delivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking.

ii. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Mobile Banking.

iii. You agree to exercise caution when utilizing the Mobile Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information.

iv. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

B. Changes or Cancellation. You may cancel your participation in Mobile Banking by calling us at 1-855-773-2848. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking services. You agree that we will not be liable to you or any third party for any discontinuance of Mobile Banking.

C. Third Party Beneficiary. You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, in this Addendum, above, and such service providers are, for the purposes of those sections, third party beneficiaries to this Addendum, with the power to enforce those provisions against you, as applicable.

CONTACTING PSFCU

You can contact Member Services Center: 1.855. PSFCU.4U [1.855. 773.2848 (calls within US)] or [973-808-3244 (international calls)], Monday through Friday: 9 am to 8 pm EST and Saturday: 9 am to 4 pm EST.