

**Online Banking Agreement  
(Revised January 2022)**

This Online Banking Agreement ("**Agreement**") is a legal agreement between New Covenant Dominion Federal Credit Union and you. It states the terms and conditions under which you may access and use our Online Banking services so that you can conduct transactions on your account(s) through an Internet-connected device such as a computer, smartphone, or tablet.

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY COMPLETING THE REGISTRATION PROCESS, CLICKING "I ACCEPT" OR ITS EQUIVALENT, AND/OR USING OUR ONLINE BANKING SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.**

Recall that your Account Agreement with us incorporates this Online Banking Agreement by reference, and that you accept all terms of the Account Agreement and all documents it references by signing our Account-Opening Application.

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**DEFINITIONS**

**1. Definitions.** For the purposes of this Agreement, the following definitions apply:

- a. **“Access Codes”** include your username (**“Login ID”**), password, and any other means of access to our Online Banking services.
- b. **“Account Agreement”** refers to our Consumer Account Agreement and our Commercial Account Agreement, as applicable to your account. An electronic copy of the Account Agreement is available at <https://www.newcovenantcreditunion.org/disclosures/>.
- c. **“Accountholder ACH Transaction”** is an Online Banking Transaction described in Section 14 of this Agreement.
- d. **“ACH”** refers to automated clearinghouse.
- e. **“Agreement”** refers to this Online Banking Agreement.
- f. **“Bill Pay”** is an Online Banking Transaction described in Section 12 of this Agreement, and **“Bill Payment”** has a correlative meaning.
- g. **“Business Days”** are Monday through Friday, except for federal holidays.
- h. **“Commercial”** refers to an NCDFCU account that is not a Consumer account.
- i. **“Consumer”** refers to a NCDFCU account established primarily for personal, family, or household use.
- j. **“Check 21 Act”** refers to a Check Clearing for the 21st Century Act.
- k. **“Check Processor”** refers to the processor we use to complete processing of checks deposited through Remote Deposit Capture.
- l. **“Credit Union”**, **“NCDFCU,”** **“we”**, **“us”** and **“our”** refer to New Covenant Dominion Federal Credit Union.
- m. **“Cutoff Time”** refers to the time by which you must complete transactions to have them considered entered on that particular Business Day. In the case of same-day ACH transactions, the cutoff time is 3:00 PM EST. For all other transactions, the cutoff time is 5:00 PM EST.
- n. **“Electronic Funds Transfer Agreement”** refers to our Consumer Electronic Funds Transfer Agreement and our Commercial Electronic Funds Transfer Agreement, as applicable to your account. An electronic copy of the Electronic Funds Transfer Agreement is available at <https://www.newcovenantcreditunion.org/disclosures/>.
- o. **“E-Sign Disclosure”** refers to our E-Sign Disclosure. An electronic copy of the disclosure is available at <https://www.newcovenantcreditunion.org/disclosures/>.
- p. **“Fee Schedule”** refers to our Rate and Fee Schedule. An electronic copy of the Fee Schedule is available at <https://www.newcovenantcreditunion.org/disclosures/>.
- q. **“Funds Availability Policy”** refers to our Funds Availability Policy. An electronic copy of the policy is available at <https://www.newcovenantcreditunion.org/disclosures/>.
- r. **“Mobile Banking”** refers to the Online Banking services that are available via our mobile application on a mobile device.
- s. **“Online Banking”** refers to the use of an Internet-connected access device to gain access to your Credit Union account(s) and conduct Online Banking Transactions.
- t. **“Online Banking Transactions”** means those transactions defined in Paragraph 2 of this Agreement.
- u. **“Overdraft Disclosure”** refers to our Consumer Overdraft Disclosure and our Commercial Overdraft Disclosure, as applicable to your account. An electronic copy of the Overdraft Disclosure is available at <https://www.newcovenantcreditunion.org/disclosures/>.
- v. **“Payee”** refers to any company, organization, or individual to whom you send money from your accounts as a Bill Payment, P2P Transfer, or Accountholder ACH Transaction.
- w. **“Payment Instructions”** refer to the information provided by you for a Bill Payment, P2P Transfer, or Accountholder ACH Transaction, such as the Payee name, payment amount, and Processing Date. These instructions may direct us to complete payment

electronically through the ACH network (in which case we will require additional information such as the Payee's email address, cell phone number, and/or routing number and account number) or by check (in which case we will require the Payee's address).

- x. "**Person-To-Person (or P2P) Transfer**" is an Online Banking Transaction described in Section 13 of this Agreement.
- y. "**Processing Date**" refers to the Business Day on which a Bill Payment, P2P Transfer, or Accountholder ACH Transaction is processed.
- z. "**Regulation CC**" is Federal Reserve Board Regulation CC.
- aa. "**Remote Deposit Capture**" is an Online Banking Transaction which is described in the Section 19 of this Agreement.
- bb. "**Service Provider**" refers to the processor we use to complete Bill Pay, P2P Transfers, and Accountholder ACH Transactions.
- cc. "**You**" and "**your**" refer to each member or authorized agent that accesses Online Banking and/or conducts Online Banking Transactions.

## **ONLINE BANKING SERVICES**

2. **Scope of Services.** You authorize the Credit Union to process the permitted transactions you initiate through Online Banking in accordance with this Agreement. The following transactions (each, an "**Online Banking Transaction**") are currently available:
- a. Review account balances, transaction history, year-to-date dividends for deposit accounts;
  - b. Review account balances, due dates, payoff amounts, interest rates, and transaction history for loan accounts;
  - c. Make payments to loan accounts;
  - d. Transfer funds internally to other NCDFCU accounts;
  - e. Pay bills with the Bill Pay Service;
  - f. Initiate P2P Transfers;
  - g. Initiate Accountholder ACH Transactions;
  - h. Deposit checks via Mobile Banking through Remote Deposit Capture;
  - i. View check images for checks you have written;
  - j. Submit a stop payment request for checks you have written;
  - k. Access your account through your mobile device;
  - l. Access e-Statements and e-Notices;
  - m. Send secure messages to us with questions regarding your accounts;
  - n. Submit updated change of address information;
  - o. Submit secure online account maintenance forms;
  - p. Download/export account data in CSV format; and
  - q. Set up account alerts.

The Credit Union may add other transactions or services from time to time. By using these services when they become available, you agree to be bound by the terms and conditions associated with such services, as they may be revised from time to time. The use of certain services may incur fees or other charges. See the Fee Schedule for further details.

3. **Eligibility for Online Banking.** To use Online Banking, you must:

- a. have an account in good standing at the Credit Union;
- b. affirmatively consent to our E-Sign Disclosure and demonstrate an ability to receive e-Statements and e-Notices;
- c. electronically sign this Agreement by clicking "I ACCEPT" or its equivalent; and
- d. receive approval from the Credit Union to enroll in Online Banking.

Once you are granted access to Online Banking, you may also request to add or remove an account by submitting a secure message to us through the Online Banking platform. Not everyone who is authorized to transact on an account will be eligible for enrollment in Online Banking.

**4. Access to Services; Security Measures.** To use Online Banking, you must have a computer or a mobile device that can connect to the Internet, access the Internet, an email address, and a Login ID and password. For Commercial accounts, access to your accounts through Online Banking will be based on the identification of authorized users specified by you via corporate resolutions.

Before you access Online Banking, you must have the following equipment and software installed on your device:

- Current secure browser (such as the latest version of Firefox, Chrome, Safari, or other browser program that supports Secure Sockets Layer Protocol) or our mobile application;
- Patched operating systems;
- Current and up-to-date anti-virus program; and
- An activated operating system software firewall.

In addition to the requirements listed above, if you are using a wireless network to connect to Online Banking, for your protection and security you must also have:

- A wireless router that does not broadcast the network's SSID (SSID stands for service set identifier and is the public name for a wireless network);
- WPA (Wi-Fi Protected Access), which is the encryption for the wireless network that secures the network; and
- Strong password authentication for the network.

We may utilize uniquely identifying information to confirm your identity. There may be additional or optional security measures installed by us from time to time as we determine necessary to ensure the security of our Online Banking services. You must also comply with any other security procedures that we may establish from time to time. These additional security procedures may require special hardware, software, or third-party services. If you do not comply with all of these required security procedures, you will use Online Banking entirely at your own risk.

Subject to applicable law, and at our sole discretion, we reserve the right to modify, limit, suspend, or terminate access to Online Banking at any time without notice or refund of previously incurred fees.

**5. Availability of Online Banking.** Subject to Section 26 of this Agreement, Online Banking is generally available twenty-four (24) hours a day, seven (7) days a week. Some services may not be available from time to time due to system maintenance, technical difficulties, or circumstances beyond our control. You are responsible for the operation and maintenance of your computer or

mobile device and for ensuring it meets the technical requirements to access Online Banking. The Credit Union is not responsible for any errors or failures involving your computer, mobile device, or Internet or mobile service provider or for any telecommunication difficulties that will not allow use of wireless banking services or products.

## 6. Account Login Credentials.

- a. Access Codes. Your Access Codes consist of your Login ID and password, as well as any other means of accessing our Online Banking services. We are entitled to act on transaction instructions received using your Access Codes, and you agree that use of your Access Codes will have the same effect as your signature authorizing transactions as per our Account Agreement. You are solely responsible for the safekeeping and security of your Access Codes. Anyone to whom you give your Access Codes will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts that are accessed by those Access Codes, even if those accounts are in your name only or your name with another person.

You agree that you will not disclose or otherwise make your Access Codes available to anyone who is not an owner on your accounts or anyone who is not authorized to have full access to your accounts. We will not be liable to you for any loss caused by the misuse, unauthorized use, or unauthorized access of your Access Codes. You will be liable for unauthorized use of your Access Codes to the extent allowed by applicable federal and state laws. If you fail to maintain or change the security of your Access Codes and the Credit Union suffers a loss as a result, we may terminate your access to Online Banking immediately.

- b. Protecting Your Account(s) and Personal Information. In addition to protecting your Access Codes, you should also take precautions to protect your personal identification information, such as your account number, driver's license, Social Security number, or tax identification number. No one from the Credit Union will contact you via phone or email requesting this information or your Access Codes. You should also protect and secure all information and data stored in any computer or mobile device you use to access our Online Banking. You agree to use a browser or mobile application that at a minimum provides a level of security equivalent to 128-bit RC4 encryption when accessing or using Online Banking.
- c. Responsibility and Security of Device. You have the sole responsibility for maintaining the safety, security, and integrity of the device by which you access Online Banking. You agree not to leave the device unattended while logged into Online Banking and to log off immediately at the completion of each Online Banking session. You may be automatically logged out after a certain period of inactivity.

**7. Account Information.** The account balance shown in Online Banking may not reflect recent or unposted transactions. Also, the availability of funds for transfer or withdrawal may be limited due to processing time for any automated teller machine (or ATM) deposit transactions and Remote Deposit Capture transactions, as well as our Funds Availability Policy. Transaction history information may be limited to history that occurred after your enrollment in Online Banking.

**8. Insufficient Funds.** The provisions of our Account Agreement and Overdraft Disclosure apply to Online Banking Transactions involving insufficient funds.

**9. Secure Messages/Email and Forms.** Secure chat through Online Banking is a service that we provide for you to communicate with us, for example, to ask questions about your account(s) and provide general feedback. Secure chat is accessible after you sign on with your Access Codes to Online Banking. To ensure the security of your account information, we recommend that you only use the secure chat provided through Online Banking to ask specific questions about your account(s). The preferred electronic communication method is secure chat through Online Banking. You acknowledge that e-mail communications through a third-party e-mail system may not be secure, and you make any such communications to us entirely at your own risk.

You cannot use secure chat or e-mail to initiate transactions on your account(s). For any Online Banking Transactions, you may only use the appropriate secure forms or functions that we provide through Online Banking – including, but not limited to, the following:

- a. Stop Payment
- b. ACH Authorization
- c. Change of Address.

**10. Fees.** Online Banking is a free service. There may be fees associated with the use of certain services within Online Banking requiring separate registration and authorization. See the Fee Schedule for more information. You are solely responsible for any fees that may be required to use a particular device or to connect to the Internet in order to access Online Banking.

**11. Illegal Use Prohibited.** You agree to use Online Banking for legal purposes only and not in violation of any U.S. or foreign laws, including but not limited to laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations promulgated by the U.S. Treasury Department, such as sanction laws administered by the Office of Foreign Assets Control. You agree that we reserve the right to obtain such additional information as we or our service providers deem necessary to ensure that you, or persons to whom you may transfer funds, are not using Online Banking in violation of any applicable laws. You agree that if we suspect or believe that a transaction is unlawful or even suspicious, we may block the transaction and take any other action we deem to be reasonable. This includes acting to prevent violations of the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA). If your account is a Commercial account, you certify that you are not now engaged, and will not use Online Banking, in any activity or business that is unlawful under the UIGEA. You agree not to use Online Banking services in any manner that could damage, disable, overburden, or impair the service or interfere with any other parties' use and enjoyment of the service.

## **BILL PAY, P2P TRANSFERS, AND ACCOUNTHOLDER ACH TRANSACTIONS**

**12. Bill Pay Service.** Through the Bill Pay Service, you can pay bills from your NCDFCU account designated at the time of setup to a Payee that is a business, merchant, or professional which generates a bill or invoice for products or services provided to you. You may also use the Bill Pay service to send donations to a Payee that is a charity or nonprofit organization which you support financially. Bill Payments may be sent electronically via the ACH network or by check through the U.S. Postal Service or other mailing services provider. You may initiate a Bill Payment through our Online Banking platform by following the on-screen instructions (or any other instructions provided to you by us or our Service Provider) to enter the required Payment Instructions.

**13. Person to Person Transfers (P2P Transfers).**

- a. Overview. A P2P transfer allows you to send money from your NCDFCU account designated at the time of setup to Payee who is a person. P2P Transfers may be sent electronically via the ACH network or by check through the U.S. Postal Service or other mailing services provider. You may initiate a P2P transfer through our Online Banking platform by following the on-screen instructions (or any other instructions provided to you by us or our Service Provider) to enter the required Payment Instructions. Fees charged by mobile service providers may apply when sending P2P Transfers to a cell phone number via text messages.
- b. Authorization. By participating in P2P Transfers, you are representing to us that you are the owner or you have the authority to act on behalf of the owner of the email address or cell phone number you are using to send or receive messages regarding P2P Transfers. In addition, you are consenting to the receipt of emails or automated text messages from us or our agents regarding P2P Transfers and represent to us that you have obtained the consent of the recipients of your intended P2P Transfers to the receipt of such emails or automated text messages.

**14. Accountholder ACH Transactions.** Accountholder ACH Transactions refer to any electronic transactions using the ACH network that you initiate via Online Banking which are not Bill Payments or P2P Transfers. These include, but are not limited to, transfers made from a non-NCDFCU account that you own to pay your NCDFCU loan and transfers from your NCDFCU account to an account you own at another financial institution. You may initiate Accountholder ACH Transactions through our Online Banking platform by following the on-screen instructions (or any other instructions provided to you by us or our Service Provider) to enter the required Payment Instructions. By initiating an Accountholder ACH Transaction, you represent to us that you are authorized to debit and credit the accounts involved in the transaction in accordance with the Payment Instructions.

**15. Third Party Processors.** We use Jack Henry & Associates' iPay platform and other financial intermediaries (collectively, the "Service Provider") to accomplish P2P Transfers, Bill Payments, and Accountholder ACH Transactions. You acknowledge that we may route your transactions through such intermediaries consistent with our Account Agreement. You understand and agree that you may be required to separately enter into agreement(s) with the Service Provider

depending on the type of transaction you initiate and that we are not liable for the Service Provider's duties, obligations, or failures under any such agreement.

**16. Additional Provisions.** The following provisions also apply to Bill Payments, P2P Transfers, and Accountholder ACH Transactions:

- a. Eligibility. You must have an account in good standing at the Credit Union and be registered for Online Banking to send Bill Payments, P2P Transfers, and Accountholder ACH Transactions.
- b. Authority. You represent that you are at least eighteen (18) years old, a resident of the United States, and have a valid email address. You represent that you are the owner of the applicable debit and/or credit accounts and have the right to access, use, and authorize us and our agents to initiate ACH entries to debit or credit such accounts in the amount you have specified.
- c. Processing. Payment must be made in U.S. dollars and each Payee must appear on the Payee list. Bill Payments, P2P Transfers, and Accountholder ACH Transactions may be processed in two ways:
  - i. One-Time Transactions. A single Bill Payment, P2P Transfer, or Accountholder ACH Transaction will be processed on the Business Day that you designate as the transaction's Processing Date, provided that the Payment Instructions are submitted prior to the daily Cutoff Time on that date. Bill Payments, P2P Transfers, and Accountholder ACH Transactions submitted after the Cutoff Time on the designated Processing Date will be processed on the next Business Day. If the Processing Date you select is not a Business Day, the Bill Payment, P2P Transfer, or Accountholder ACH Transaction will be processed on the first Business Day following the designated Processing Date.
  - ii. Recurring Transactions. When a recurring Bill Payment, P2P Transfer, or Accountholder ACH Transaction is processed, it is automatically scheduled by the system. Based upon your selected frequency settings for the payment, a Processing Date is calculated for the next occurrence of the payment. If the calculated Processing Date is not a Business Day, it is adjusted based upon the following rules:
    - (1) If the "Pay Before" option is selected, the Processing Date for the new occurrence of the transaction is adjusted to the first Business Day prior to the calculated Processing Date.
    - (2) If the "Pay After" option is selected, the Processing Date for the new occurrence of the transaction is adjusted to the first Business Day after the calculated Processing Date.
- d. Estimated Arrival Date. The system will calculate the Estimated Arrival Date of your Bill Payment, P2P Transfer, or Accountholder ACH Transaction, but this is only an estimate. Bill Payments, P2P Transfers, and Accountholder ACH Transactions sent via the ACH



network typically take one (1) to two (2) Business Days to reach the Payee, whereas Bill Payments and P2P Transfers by check may take up to five (5) to seven (7) Business Days to reach the Payee. However, specific transaction times may vary, and neither we nor our agents guarantee any specific turnaround time to complete your transaction.

- i. *Bill Pay*. You must allow sufficient time for the Payee to receive and process the payment before the payment due date (the due date shown on your invoice from the Payee or provided in your agreement with the Payee, not taking into account any grace period provided by the Payee). If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by the Payee. Neither the Credit Union or our agents will be liable for any service or late charges levied against you.
  - ii. *Expedited Processing*. You may expedite processing for a Bill Payment, P2P Transfer, or Accountholder ACH Transaction, but fees will apply. See our Fee Schedule for more information.
- e. Changing or Cancelling Transactions.
  - i. *Recurring Electronic Transactions*. Changes to or cancellations of recurring electronic P2P Transfers, Bill Payments, and Accountholder ACH Transactions are governed by our Electronic Funds Transfer Agreement.
  - ii. *Recurring Check Transactions and One-Time Electronic Transactions*. Changes to a recurring P2P Transfer or Bill Payment sent by check **OR** a single P2P Transfer, Bill Payment, Accountholder ACH transaction can be changed or cancelled up to 12:30 pm Eastern Standard Time on the Business Day immediately following the scheduled Processing Date. After this time:
    - (1) P2P Transfers, Bill Payments, and Accountholder ACH Transactions sent electronically cannot be cancelled, but you may be able to request a return due to an error or unauthorized transaction within the permitted time frame to report errors or unauthorized transactions set forth in our Electronic Funds Transfer Agreement.
    - (2) P2P Transfers or Bill Payments sent by check may be cancelled by a stop payment request, but only if the Payee has not yet deposited the check. Fees may apply for stop payment requests, as per the Fee Schedule.
- f. Security. In addition to the security measures that are set forth elsewhere in this Agreement, you agree take reasonable measures to safeguard yourself from the access third parties may have to initiate or receive the benefit of Bill Payments, P2P Transfers, and Accountholder ACH Transactions. You further agree to follow any security measures we instruct you to take from time to time concerning the foregoing. These security measures may include, without limitation, not e-mailing or texting authorization codes for P2P Transfers to the intended Payees because these transmissions may be intercepted by malicious third parties. You are solely responsible for any losses you incur as a result of your failure to comply with this section.
- g. Unauthorized Transactions. When you transmit Payment Instructions to us, you authorize us to transfer funds from your account to complete the Bill Payment, P2P

Transfer, or Accountholder ACH Transaction, as applicable. Unauthorized Bill Payments, P2P Transfers, and Accountholder ACH Transactions which are sent electronically are subject to the unauthorized transfer provisions of our Electronic Funds Transfer Agreement. Unauthorized Bill Payments and P2P Transfers which are sent by check are subject to the unauthorized transaction provisions of our Account Agreement.

- h. Errors. You acknowledge and agree that Bill Payments, P2P Transfers, and Accountholder ACH Transactions will be completed in accordance with the Payment Instructions, even if the Payment Instructions identify a Payee other than your intended Payee. Errors involving Bill Payments, P2P Transfers, and Accountholder ACH Transactions sent electronically are subject to the error resolution provisions of our Electronic Funds Agreement. Errors involving Bill Payments and P2P Transfers sent by check are subject to our error resolution provisions of our Account Agreement.
- i. U.S. Accounts. All accounts to which Bill Payments, P2P Transfers, and Accountholder ACH Transactions are submitted must be located in the United States. No international transactions are supported.
- j. Transaction Limits. The Credit Union reserves the right to establish and assign to you transaction limits for Bill Payments and P2P Transfers sent by check and to modify such limits from time to time in the Credit Union's sole discretion. Transaction limits for Bill Payments, P2P Transfers, and Accountholder ACH transactions sent electronically are set forth in our Electronic Funds Transfer Agreements. You agree to comply with all such limits.
- k. Your Liability. You are responsible for any loss or penalty that you may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account. You will be responsible for any Bill Payment, P2P Transfer, or Accountholder ACH Transaction you make that contains an error or is a duplicate of another Bill Payment, P2P Transfer, or Accountholder ACH Transaction. In consideration of the agreement by us and our Service Provider to act on your request to make transfers of funds in the manner provided for in this Agreement, you agree to indemnify and hold harmless us and our Service Provider to the extent legally permissible for any fees, fines, or other sanctions, or damages or loss that are incurred or suffered by us or our Service Provider in connection with your use of Bill Payments, P2P Transfers, or Accountholder ACH Transactions.
- l. Our Liability. We are responsible only for exercising ordinary care in making payments or transfers on your authorization and for mailing or sending a payment to the designated Payee. We are not liable for any damages you incur if you do not have sufficient available funds in your account to make the payment on the Processing Date; if the estimated time to allow for delivery to the Payee is inaccurate or due to delays in mail delivery, changes of merchant address or account number; failure of any merchant Payee to account correctly for the payment in a timely manner; failure of any merchant Payee to deliver goods or services that have been paid for; if a Bill Payment, P2P Transfer, or Accountholder ACH Transaction is not made because you did not properly follow the instructions provided to you; for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent; or for any other circumstance beyond our control.

- m. Limitations. We or our Service Provider, in our sole and absolute discretion, have the right to reject, reverse, or cancel any Bill Payment, P2P Transfer, or Accountholder ACH Transaction you initiate, and/or restrict or condition your ability to initiate Bill Payments, P2P Transfers, and Accountholder ACH Transactions at any time for any reason or no reason, including, but not limited to the reasons specified in our Electronic Funds Transfer Agreement concerning the rejection or delay of funds transfers and your failure to comply with this Agreement.
  
- n. Termination of Services. If you wish to discontinue the Bill Payments, P2P Transfers, or Accountholder ACH Transactions, you can notify us by sending us a secure message through the Online Banking platform or calling us at 718-328-3930. You must delete all eligible pending transactions before requesting that your access to Bill Payments, P2P Transfers, or Accountholder ACH Transactions be canceled. The Credit Union may suspend or terminate use of our services related to Bill Payments, P2P Transfers, and Accountholder ACH Transactions to any accountholder at any time without advance notice. Reasons for suspension or termination may include, but are not limited to, insufficient available funds in your account to pay authorized transactions, suspected fraudulent transactions, and excessive overdrafts. You understand that all transaction history will be deleted when your access to Bill Payments, P2P Transfers, and Accountholder ACH Transactions is terminated. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

## **MOBILE BANKING**

**17. Access to Mobile Banking.** Unless otherwise specified, all of the provisions of this Agreement that apply to Online Banking also apply to Mobile Banking. Subject to Section 26 of this Agreement, Mobile Banking is available twenty-four (24) hours a day, seven (7) days a week. However, you agree that at certain times the Mobile Banking may not be available due to system maintenance or technical difficulties, including those of your mobile service provider, our mobile application, or circumstances beyond our control. You must first be enrolled in Online Banking to get access to Mobile Banking. Once enrolled in Online Banking, you may download our mobile application on a mobile device from the Apple Store, Google Play Store, or any other digital marketplace on which we make our mobile application available for download. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, and that there may be browser or other technical limitations specific to an individual device that will limit or prevent access to Mobile Banking. You also accept responsibility for making sure that you know how to properly use the device, and we will not be liable to you for any losses caused by your failure to properly use Mobile Banking or the device. We make no representations that Mobile Banking will be available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is undertaken at your own risk and may not be secure.

**18. Your Device.** By using Mobile Banking, you represent that you are an authorized user of the device you will use to access Mobile Banking and that the device will be password protected or

have similar security in use. You acknowledge that if you download software to your device that enables mobile banking, NCDFCU does not sanction the use of any third-party software for Online Banking that does not have our prior approval. You further acknowledge that third parties may offer such applications to mobile device users without our knowledge or approval. If you download such third-party software, you do so entirely at your own risk. Data rates charged by your mobile service provider may apply when using Mobile Banking, and you are responsible for the payment of such fees in accordance with your agreement with your mobile service provider.

## 19. Remote Deposit Capture.

- a. Overview. Remote Deposit Capture allows you to use a compatible camera-enabled mobile device to scan original checks or other deposit items that meet our required standards and electronically transmit images of the checks and associated deposit information to us for deposit to your designated account(s). Remote Deposit Capture converts your scanned checks into substitute checks, in accordance with the Check Clearing for the 21st Century Act ("Check 21 Act") and Federal Reserve Board Regulation CC ("Regulation CC"), to facilitate the deposit and collection of such checks. More information about substitute checks can be found in your Account Agreement. You agree that the Credit Union shall determine in its sole discretion the manner in which checks are cleared or presented for payment, including without limitation, by substitute check, ACH, or image exchange.
- b. Hardware and Software Requirements for Remote Deposit Capture. To use Remote Deposit Capture, you must have a mobile device and a wireless plan from a compatible mobile service provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time.

We are not responsible for providing, maintaining, or servicing your device or any other equipment for you. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades, and replacements.

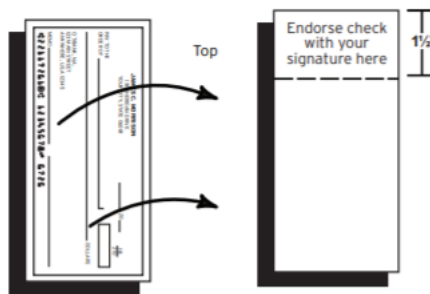
Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use Remote Deposit Capture. You must install and test your device, your system, and any other required hardware and software before you make your first deposit through Remote Deposit Capture. We are not responsible for any third-party software that you may need to use Remote Deposit Capture. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third-party software provider at the time of download and installation.

- c. Check Requirements.
  - i. *Information on the Check.* Any image of a check that you transmit through Remote Deposit Capture must accurately and legibly provide all of the information on the front and back of the check at the time it was presented to

you. You must endorse the original check with a restrictive endorsement before scanning it by applying your signature and the legend, "For remote deposit to New Covenant Dominion Federal Credit Union Only." You authorize us, in our sole discretion, to supply an endorsement on your behalf for deposit to your account if a check is missing or has an improper endorsement.

You agree that the scanned image of each check shall provide the following information: (1) identification of the drawer and the paying bank that is preprinted on the check, including complete, full-field, and accurate MICR (magnetic ink character recognition) line, routing transit number, number of the account on which the check is drawn, and drawer signature(s); (2) amount, payee, date, check number; and (3) other information placed on the check before imaging, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

You may make endorsements in the following manner:



ii. *Your Representations and Warranties with Respect to Prohibited Checks.* The Credit Union in its sole discretion may refuse to accept, and you represent and warrant that you shall not use Remote Deposit Capture to deposit, any checks that:

- (1) are payable to any person other than you;
- (2) contain alteration to any of the fields on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the account holder;
- (3) are counterfeit checks or contain forged endorsements;
- (4) are substitute checks (as defined by Check 21) or image replacement documents that purport to be substitute checks and which have been previously endorsed by a financial institution;
- (5) are drawn on a financial institution located outside the United States or are not payable in United States currency;
- (6) are dated more than six (6) months prior to the date of deposit;
- (7) have a duplicate MICR code line;
- (8) are missing or have an invalid or incorrect routing number;

- (9) are photocopies or otherwise not original paper checks when they are scanned;
- (10) are issued to multiple parties;
- (11) are third party or second endorsed checks;
  
- (12) do not qualify as “original checks” as defined in Regulation CC.

In the event that you breach any of these representations or warranties, you agree to indemnify, defend and hold the Credit Union, its affiliates, and its and their trustees, directors, officers, employees, service providers and agents harmless from any and all claims, actions, proceedings, judgments, losses, costs, damages, expenses and liabilities (including reasonable attorneys’ fees and costs) we may suffer or incur as a result of any such breach. You further authorize us to charge your account(s) for the amount of any claim, suit, or demand that constitutes a breach of warranty claim under the provisions of Check 21, Regulation CC and/or the Uniform Commercial Code.

iii. *Image Quality.* Both the front and back of each check must be transmitted to the Credit Union as provided in any instructions we provide to you, including on-screen instructions. The Credit Union in its sole discretion may refuse to accept checks that do not meet our image quality requirements. This includes, without limitation, checks where:

- (1) the front and/or back image is too large or too small;
- (2) the front and/or back image is too light or too dark;
- (3) the front and back images have a dimension or other mismatch or discrepancy;
- (4) the image has torn or folded edges, cut corners, or other damage; or
- (5) the image does not comply with the standards for image quality established from time to time by the American National Standard Institute (ANSI), the Federal Reserve Board, any other regulatory agency, clearing house or association, or by us, or by applicable law.

d. Rejection of Deposits by the Credit Union. Receipt of a check by the Credit Union through Remote Deposit Capture does not constitute an acknowledgement by the Credit Union that the check is error-free or that we will be liable for the check. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Credit Union for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Credit Union relating to such deposits. You acknowledge and agree that we may reject any check transmitted through Remote Deposit Capture in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for remote deposit, you may be required to physically deposit the original check.

e. Checks Returned Unpaid. You are solely responsible for verifying that checks that you deposit by using Remote Deposit Capture have been received and accepted for deposit

by the Credit Union. You understand and agree, that since the original check is your property, it will not be returned and the Credit Union may charge back an image of the check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original check or a substitute check.

You may not use Remote Deposit Capture to deposit a substitute check and you may not deposit the original check through Remote Deposit Capture or in any other manner if you receive a dishonored check. You agree to comply with any additional instructions we may provide to you in connection with returned checks. Our Account Agreement contains further information about checks which are returned unpaid.

- f. Your Duty to Report Errors. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods and in the manner provided for by your Account Agreement.
- g. Availability. Subject to Section 26 of this Agreement, Remote Deposit Capture is generally available 7 days a week, 24 hours a day. However, you agree that at certain times the service may not be available due to system maintenance or technical difficulties, including those of your mobile service provider, our mobile application, or circumstances beyond our control. If you are not able to use Remote Deposit Capture to make deposits, you may deliver your deposits to us at our branch or make your deposit through certain network of ATMs that are available to you as an accountholder. Deposit of original checks at a branch of the Credit Union or an ATM shall be governed by the terms and conditions contained in your Account Agreement and not by the terms of this Agreement. The Credit Union is not responsible for providing an alternate method of remote deposit if Remote Deposit Capture is not available.
- h. Funds Availability. The funds for the checks that you deposit through Remote Deposit Capture may not be immediately available to you. The funds for all accepted checks will be available in accordance with our Funds Availability Policy. You understand and agree that we shall not be deemed to have received a check deposit through Remote Deposit Capture until we notify you via onscreen messaging and/or e-mail that we received the check deposit.

Checks that are received by us through Remote Deposit Capture before the Cutoff Time on Business Days will be considered as received that same Business Day. Checks that are received by us through Remote Deposit Capture after the Cutoff Time on a Business Day, or on any day that is not a Business Day, will be considered as received by us on the next Business Day. For purposes of determining when a deposit is received, the Credit Union's records shall be determinative.

You agree that it is your responsibility to understand and build into your transmission schedules the appropriate deadlines necessary to meet our Funds Availability Policy and time changes associated with daylight savings time.

- i. Storage, Security and Destruction of Original Checks. You agree that once a check has been deposited through Remote Deposit Capture, the original check is your property and not the property of the credit union. You shall securely store the original check for a

reasonable period, not less than **ten (10)** days, after you receive a deposit receipt via email. While the original check is in your possession, you agree to use a high degree of care to safeguard the original check and related files against security risks. Security risks include, without limitation, the theft or reproduction of the original check or unauthorized use of the information on the check or in the file. You shall take appropriate security measures to ensure that: a) only authorized persons shall have access to the original check; b) the information contained on the check shall not be disclosed to unauthorized persons; and c) the original check will not be duplicated, will not be scanned more than one time, and will not be presented, deposited, or negotiated again in any way. Upon request by the Credit Union, you will promptly provide to the Credit Union a retained original check, or a sufficient copy of the front and back of the check in form acceptable to us, to aid in the clearing and collection process, or to resolve claims by third parties, or for our audit or fraud loss prevention purposes.

After the **ten (10)** day retention period expires, you shall destroy the original check by shredding it or by any other permanent deletion manner that does not allow the original check to be accessed by an unauthorized person(s) and in a manner that the original check is no longer readable or capable of being reconstructed. After destruction of an original check, the image will be the sole evidence of the original check.

You agree to be responsible to us for any losses, costs, expenses, and damages we may incur as a result of your failure to comply with the provisions of this section.

- j. Prohibition Against Presenting Checks More Than Once. Once you have used Remote Deposit Capture to deposit a check you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check again for deposit through Remote Deposit Capture or by any other means. If you or anyone else present a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Credit Union, its affiliates, and its and their trustees, directors, officers, employees, service providers, and agents harmless from any and all third party claims, actions, proceedings, judgments, losses, costs, damages, expenses and liabilities (including reasonable attorneys' fees and costs) we may suffer or incur with respect to such check or substitute check.

You agree that we may debit from your Credit Union account the aggregate amount of any checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Credit Union in our sole discretion in accordance with our right of setoff as described in your Account Agreement.

- k. Deposit Limits. The Credit Union reserves the right to establish and assign to you deposit limits for Remote Deposit Capture (including limits on the dollar amount and/or number of checks that you may transmit through Remote Deposit Capture on a daily, monthly, or other interval basis) and to modify such limits from time to time in the Credit Union's sole discretion, and you agree to comply with all such limits.
- l. Your Representations and Warranties. In addition to your representations and warranties contained in other provisions of this Agreement, you represent and warrant that:



- i. Each image of a check you transmit to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check;
- ii. You are authorized to enforce each check you transmit for deposit or are authorized to obtain payment for each check on behalf of a person entitled to enforce such transmitted check;
- iii. You are solely responsible for any and all financial risk that may be associated with your use of Remote Deposit Capture, including without limitation the risk that a check will be returned for insufficient funds;
- iv. You are solely responsible for the instructions you provide to the Credit Union and for failing to properly access or use Remote Deposit Capture, including without limitation input errors;
- v. You will not deposit or otherwise endorse to a third party the original check, and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid;
- vi. You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations; and
- vii. All images and files you transmit to us through Remote Deposit Capture will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

If you breach any of these representations and warranties, you agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, service providers, agents, and its and their successors, heirs, and assigns harmless from and against any and all third-party claims, actions, proceedings, judgments, losses, costs, damages, expenses, and liabilities (including reasonable attorneys' fees and costs) with respect to such breach. You further authorize the Credit Union to debit your account(s) for the amount of any such claim, suit, or demand that results from a breach of warranty claim under the provisions of Check 21, Regulation CC, and/or the Uniform Commercial Code. You will maintain funds in your account(s) in amounts and for a period of time as we determine in our sole discretion to cover any outstanding checks and your obligations for returns of checks, warranty claims, fees and other obligations. If any such liabilities exceed the amount in the applicable account(s), we may charge such excess against any of your other accounts at the Credit Union in accordance with our right of setoff as described in our Account Agreement, and you will pay us any amount remaining unpaid immediately upon our demand.

## **OTHER INFORMATION**

**20. Statements and Other Communications, Including Electronic Communications.** Disclosures, statements, notices, contracts, and agreements between you and the Credit Union may be delivered (and entered into, as applicable) electronically in accordance with our E-Sign Disclosure and your Account Agreement. You do not have to receive a paper copy of these documents from us as long as a copy we provide to you may be stored or printed by you but you may request a paper copy in accordance with our E-Sign Disclosure. You understand that any time we require a paper copy of a document from you, you must provide it.

**21. Change of Terms.** We reserve the right to change the fees, charges, or other terms in this Agreement from time to time without notice, except as may be required by law. However, we will mail or deliver a written notice to you at least thirty (30) days in advance of the effective date of any additional or increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers, or stricter limits on the type, amount, or frequency of transactions. In addition, if an immediate change is necessary to maintain the security of the system and it can be disclosed without jeopardizing the security of the system, we will provide you with written notice within thirty (30) days after such change. In most cases you will receive the notice electronically, via an Online Banking alert; however, we reserve the right to notify you by e-mail or by U.S. Postal Service mail, in our discretion.

You may decline a change by notifying us of your intent to discontinue your use of Online Banking prior to the change's effective date. If you do not accept and agree to the changes to the terms, you will not be entitled to use Online Banking.

However, if you fail to terminate your Online Banking and you use it on or after the effective date of the change, you will be deemed to have accepted and agreed to the changes, and they and the Agreement, as amended, will become legally binding upon you.

**22. Acknowledgment of Existing Account Terms.** Your use of Online Banking is also governed by other agreements between you and us for your NCDFCU account(s), including without limitation your Account Agreement (of which this Agreement is made a part by reference), Funds Availability Policy, Fee Schedule, E-Sign Disclosure, Privacy Notice, and Electronic Funds Transfer Agreement. You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions and terms that might impact your use of Online Banking or your account(s).

**23. Other Agreements.** You agree to be bound by and comply with all terms and conditions of any on-screen user instructions, user guides, and/or other information or documentation that may be provided to you in conjunction with Online Banking. You agree that you remain subject to the terms and conditions of your existing agreements with any service providers unaffiliated with us, including, but not limited to, your mobile service provider or Internet service provider, and that this Agreement 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 Online Banking and Mobile Banking, and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider and Internet services

provider are responsible for their products and services and that you will resolve any problems with your service providers directly without involving us.

**24. Applicable Law.** This Agreement and your use of Online Banking is subject to any and all applicable state and federal laws and regulations.

**25. Severability.** If a court of competent jurisdiction finds any portion of this Agreement or any document it incorporates to be invalid, that finding will have no effect on the remaining terms of this Agreement or such incorporated document.

**26. Disclaimer.** THE SERVICES, INFORMATION, DATA, FEATURES, AND ALL CONTENT PRESENTED TO YOU IN CONNECTION WITH ONLINE BANKING AND MOBILE BANKING ARE OFFERED AND MADE AVAILABLE ON AN "AS IS, "AS AVAILABLE" BASIS. IN NO EVENT SHALL WE BE LIABLE TO YOU (AND, IF YOU ARE A NON-CONSUMER, YOUR ENTITY, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ASSOCIATES, AFFILIATES, SUCCESSORS, ASSIGNS, OR ANY OTHER THIRD PARTY), OR TO ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OR IMPAIRMENT OF USE, DATA, OR PROFITS THAT YOU OR ANYONE ELSE MAY INCUR RELATING TO YOUR USE OR ACCESS TO ONLINE BANKING OR MOBILE BANKING, OR THE USE OR ACCESS HERETO BY ANYONE ELSE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

YOU EXPRESSLY WAIVE ANY AND ALL CLAIMS YOU MAY HAVE OR ASSERT AGAINST US RELATING DIRECTLY OR INDIRECTLY TO ACCESSING OR USING OR RELIANCE UPON ANY SUCH INFORMATION OR DATA BY YOU OR ANYONE ELSE.

WE ARE NOT RESPONSIBLE FOR, AND YOU RELEASE US FROM, ANY AND ALL CLAIMS OR DAMAGES RESULTING FROM, OR RELATED TO, ANY COMPUTER VIRUSES OR RELATED PROBLEMS THAT MAY BE ASSOCIATED WITH USING ONLINE BANKING, MOBILE BANKING, E-MAIL, OR THE INTERNET.

THE TERM DAMAGES AS USED HEREIN INCLUDES, WITHOUT LIMITATION, ANY AND ALL LIABILITY; LOSS; DAMAGE; INJURY; CLAIM, FOUNDED OR UNFOUNDED; EXPENSE; OR FEE OF ANY KIND, INCLUDING ATTORNEYS' AND ACCOUNTANTS' FEES.

WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER REGARDING ONLINE BANKING, MOBILE BANKING, THIS WEBSITE, OR ANY CONTENT ACCESSIBLE HEREIN OR AVAILABLE FROM OTHER WEBSITES ACCESSIBLE HEREBY, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR USE, WARRANTY OF NON-INFRINGEMENT, WARRANTY OF TITLE, OR WARRANTY OF ANY OTHER KIND.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. In such states, liability is limited to the extent permitted by law. Accordingly, some of the above limitations may not apply to you. If you are a

consumer, the foregoing is limited to the extent that it may conflict with any non-waivable rights you may have under applicable law.

**27. Termination.** After you consent to this Agreement (by clicking I ACCEPT or its equivalent), this Agreement will remain in full force and effect until termination in accordance with the following provisions:

- a. Termination for Cause. We reserve the right to suspend or terminate access to any of the Online Banking services at any time and without prior notice including, without limitation, if we, in our sole judgment, believe you have engaged in conduct or activities that violate our rights, the terms of this Agreement, or the terms of any other agreement you have with us; if you conduct or attempt to conduct any fraudulent, illegal, or unlawful transaction; if we have reason to believe that there has been an unauthorized use of your accounts; if you do not pay any required fee when due; if your accounts are not maintained in good standing; if you provide us with false or misleading registration information; if interfere with other users or the administration of the Online Banking services; if you engage in activity that introduces viruses or any other disabling features to our network, data, or related systems; or if your accounts are closed. We will promptly notify you if we terminate this Agreement or your use of Online Banking for any other reason. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.
- b. Termination for Convenience. To terminate this Agreement, you must provide us with written notice that includes your name, address, the services you are discontinuing, and the termination date of the services. You may notify us by one of the following methods:
  - i. By sending us a secure message through the Online Banking platform; or
  - ii. By writing a letter and either giving it to an employee at our branch or mailing it to us at:  
New Covenant Dominion Federal Credit Union  
1185 Boston Road  
Bronx, NY 10456-5384  
Attn: Member Services

You may also terminate this Agreement by simply closing all Credit Union accounts which are enrolled in Online Banking.