

WSSC Federal Credit Union
Terms of Service
Online/Internet and Mobile Banking Services Disclosure and
Electronic Signatures in Global and National Commerce Act of 2000 (ESign Act) Disclosure and
Consent Agreement

This Electronic Records Disclosure and Agreement ("Agreement") provides important information required by the Electronic Signatures in Global and National Commerce Act of 2000 ("ESign Act") so that you may receive electronic delivery of all WSSC Federal Credit Union (WSSC FCU) communications, disclosures, notices, agreements and documents ("Records") relating to your accounts, products and services and conduct transactions using WSSC FCU's Online/Internet Banking and Mobile Banking services by electronic means. Please read this Agreement and retain a copy for future reference.

Your Consent. You must consent to receive Records electronically by selecting the checkbox that you agree. After you consent to this Agreement, your consent will also apply to the electronic delivery of all Records WSSC would otherwise provide in non-electronic form until you withdraw your consent to electronic delivery.

Special Requests. After you have provided consent to receive all Records electronically, you may obtain a paper copy of an electronic Record upon request by using any method listed under "Instructions to Withdraw Consent or Obtain Paper Copies." Refer to the Fee Schedule for any fees associated with this service.

Right to Withdraw. You have the right to withdraw your consent to receive any Records electronically and you have the option to receive a paper copy of the Records. There is no fee to withdraw consent. Refer to the Fee Schedule for any fees associated with this service.

Instructions to Withdraw Consent or Obtain Paper Copies. If you no longer want to receive Records electronically or you want to request a paper Record, you may call 240-459-8005, 9 am to 4 pm ET, Monday through Friday, and 9 am to 2 pm ET, Saturday, email us at creditunion@wsscfcu.org or visit any WSSC FCU branch location. Branch locations can be found on our website at www.wsscfcu.org **If you withdraw your consent to receive Records electronically, your ability to use our Online/Internet Banking and Mobile Banking services may be terminated or impaired.**

Current Contact Information. You must provide us with your valid email address so that WSSC FCU may communicate with you regarding your electronic Records and services. It is your responsibility to inform WSSC FCU of any changes to your email address by promptly notifying us by using any method listed under "Instructions to Withdraw Consent or Obtain Paper Copies."

Hardware and Software Requirements. To receive Records electronically, you must have the following equipment and software:

- A personal computer or other access device (such as a tablet, smartphone, or laptop) with an operating system and a connection to the Internet;
- A current, supported browser with industry standard encryption (128-bit encryption). Supported browsers include current versions of Edge, Firefox, Chrome, and Safari;
- A current version of software that reads and displays Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® (available for downloading at (<http://www.adobe.com>), for viewing and retaining Records;
- A current version of the WSSC FCU application;
- A valid email address;
- A printer, if you wish to print your Records and retain your copy of the Records on paper; and
- The capacity to electronically store your Records (such as to your computer's hard drive).

Your Consent to Electronic Transactions. By providing your consent to this Agreement, you agree that all agreements entered into by electronic or digital means will be deemed valid, authentic and have the same legal effect as agreements entered into on paper; you confirm that you have the hardware and software described above, that you are able to receive and review electronic records, that you have an active email account; and you confirm that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates and users identified with your WSSC FCU products and accounts.

Periodic Statements. All transactions generated through our Online/Internet and Mobile Banking services and any related fees will appear on your monthly or quarterly statement. You will automatically be enrolled in eStatements. If you do not wish to receive your statement electronically you must log in to our Online/Internet Banking service, select the Statements tab and select Stop e-Statements or notify us at the telephone number or address shown above in the section entitled "Instructions to Withdraw Consent or Obtain Paper Copies."

I acknowledge that I have read and do hereby accept the terms and conditions contained in this Online/Internet and Mobile Banking Disclosure and ESign Act Disclosure and Consent Agreement.

WSSC Federal Credit Union Online/Internet and Mobile Banking Services Disclosure and Agreement

The first time that you enter WSSC Federal Credit Union's (WSSC FCU) Online/Internet and Mobile Banking Systems using your password, you will indicate that you have accepted and agreed to electronically receive and comply with WSSC FCU's ESign Act Disclosure and Consent Agreement, which appears above, as amended from time to time. Also, at that time you will automatically be enrolled in eStatements and eNotices.

General

This Online/Internet and Mobile Banking Services Disclosure and Agreement ("Agreement") governs the use of WSSC FCU's Online/Internet Banking and Mobile Banking services. Please read it carefully as it pertains to any activity conducted by you on WSSC FCU's website, wsscfcu.org, ("Internet Banking"), and activities conducted by you on WSSC FCU's mobile application ("Mobile Banking"). For the purpose of this Agreement, the terms "we," "us," "our," "WSSC FCU," and "Credit Union" refer to WSSC Federal Credit Union. "You" and "Your" refers to the member(s), joint account owners or authorized user using the services and functionality offered through Online/Internet Banking or Mobile Banking. This Agreement is intended to constitute a binding agreement between you and WSSC that conditions your use of the services offered through Online/Internet Banking and Mobile Banking (the "Services").

If you do not agree to the terms of this Agreement, do not access, or use Online/Internet Banking, Mobile Banking, or any Services. If you remain on the WSSC FCU website or mobile application, or return to either thereafter, you agree to be bound by this Agreement. You agree to act responsibly on the WSSC FCU website and mobile application at all times. The WSSC FCU website and mobile application are protected by U.S. copyright laws. All rights are reserved. We may provide links within our website or mobile application. Links are not intended to imply sponsorship, affiliation, or endorsement. We may change terms or amend this Agreement from time to time without notice or as otherwise provided by law. The WSSC FCU website, mobile application and Online/Internet Banking and Mobile Banking can be used to access certain WSSC FCU accounts. Each of your accounts at WSSC FCU is also governed by the applicable account disclosures. Your use of Online/Internet Banking, Mobile Banking or any Services is your acknowledgement that you have received these agreements and agree to be bound by them.

By clicking "I agree to the above terms and conditions" you agree to be bound by the terms and conditions identified in this Agreement, the terms and conditions of WSSC FCU's Electronic Fund Transfers Disclosure & Account Agreement, as amended from time to time, WSSC FCU's Truth in Savings Disclosure & Account Agreement, as amended from time to time, and other relevant agreements, all of which are incorporated herein by reference as though fully set forth. You may access our Electronic Fund Transfers Disclosure & Account Agreement at wsscfcu.org. You may access our Truth in Savings Disclosure & Account Agreement at wsscfcu.org. You may access our Fee Schedule at wsscfcu.org.

This Agreement is subject to change from time to time. You will be given notice of a change as required by law. Further, WSSC FCU reserves the right, in its sole discretion, to change, modify, add, or remove portions of Online/Internet Banking, Mobile Banking and the Services. Your continued use of Online/Internet Banking, Mobile Banking or the Services constitutes your acceptance of this Agreement and of any such changes.

To use WSSC FCU's Online/Internet Banking and Mobile Banking, you must have at least a Primary Savings Account at WSSC FCU, and the hardware and software requirements set forth in the ESign Act Disclosure and Consent Agreement.

To access your accounts through Online/Internet Banking, you must have your Username and an Online/Internet Banking password. This information is requested when you enter our Online/Internet Banking system.

To enroll in Mobile Banking, you must have a valid email address registered with your account. Mobile Banking is offered as a convenience and supplemental service to our Online/Internet Banking services. It is not intended to replace access to Online/Internet Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your WSSC FCU account information, make payments to payees, transfer funds, and conduct other banking transactions.

You agree to pay all applicable fees for the Services you choose to use through Online/Internet Banking and Mobile Banking in accordance with the Fee Schedule, as amended from time to time.

The Online/Internet Banking and Mobile Banking software we make available to you contains software provided by one or more third parties ("Third Party Software") with whom we are under contract (each a "Third Party").

You agree that you will not nor will you permit any parent, subsidiary, affiliate, agent or other third party to: (1) sell, provide, distribute, lease, rent, lend, sublicense, or display Third Party Software or related documentation except as necessary to utilize the Software for online banking activities; (2) decompile, disassemble, reverse engineer or attempt to reconstruct the Third Party Software, identify or discover any source code, trade secret, know-how, or ideas underlying user interface techniques or algorithms of Third Party Software by any means whatsoever, or disclose any of the foregoing; (3) create any derivative works or any other software program based upon Third Party Software or related documentation or modify Third Party Software in any way; or (4) use Third Party Software or documentation to develop or enhance any product that competes with Third Party Software.

WSSC FCU or the Third Parties, as the case may be, retain all rights, title, and interests, including intellectual property rights, in and to the Third-Party Software and services, any improvements, translations, modifications or derivatives thereof, and any related documentation provided or made available to you, including all intellectual property rights therein. You acknowledge that the Third-Party Software and related documentation contain copyrighted material, trade secrets, and other material that is proprietary to one or more Third Parties. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in the Third-Party Software, services, or any related documentation or materials and all rights not expressly granted herein are reserved by WSSC FCU and the Third Parties. You agree to assign, and hereby assigns, to the Third-Party all rights, title and interest, including all

intellectual property rights, in any ideas, modifications, enhancements, improvements, inventions, works of authorship or any other suggestions that you or any of your employees or agents propose, create, author or develop relating to that Third Party's Software or services, and will take all necessary action, including execution of relevant documents, to perfect such party's ownership thereof.

Services

The Services available to you through WSSC's Online/Internet Banking and Mobile Banking include the Services outlined in the Electronic Fund Transfers Disclosure and Agreement and applicable Service disclosure agreements.

Services available may be added, canceled, or changed at any time. We will update this Agreement to notify you, accordingly, as required by law. By using a Services when it becomes available, you agree to be bound by the terms and conditions contained in this Agreement, the Electronic Fund Transfers Disclosure and Agreement, and the applicable Service disclosure agreement. No advance notice is required for changes that are necessary for security reasons. WSSC reserves the right to cancel your Online/Internet Banking and/or Mobile Banking privileges, or this Agreement, at any time without prior notice to you.

Online/Internet Banking and Mobile Banking are generally available seven days a week, 24 hours a day. However, from time to time, some or all Online/Internet Banking or Mobile Banking may not be available due to system maintenance or outage. During such times, you may use [list options that may be available] or visit one of our branches. We are not responsible for the unavailability of Online/Internet Banking or Mobile Banking Services.

Further, Mobile Banking may not be accessible or may have limited utility over some wireless network carriers. In addition, the Service may not be supportable on all devices. WSSC FCU cannot guarantee and is not responsible for the availability of data services provided by your wireless carrier, such as data outages or "out of range" issues.

SavvyMoney Services

As a feature of your Online/Internet Banking and Mobile Banking account, we will provide you with your credit score and report. This is a soft pull and will not affect your credit score.

You authorize our partner SavvyMoney, Inc. to continuously obtain your credit report and use the information to verify your identity, provide you with financial education, and invite you to apply for products and services made available by us. [Click here](#) if you wish to decline enrollment in SavvyMoney services.

By clicking "**I Agree**", you are accepting SavvyMoney's [Terms of Service](#) and [Privacy Policy](#) (unless you completed the decline enrollment instructions above).

The information regarding your account balances on this website is provided as a courtesy pursuant to your request. For members that have filed a petition seeking bankruptcy protection under any chapter of the U.S. Bankruptcy Code, no demand for payment is hereby made, and the information provided is not to be construed as an attempt to collect or recover any claim or debt in violation of the provisions of 11 U.S.C. Section 362.

Username and Password Protection

You agree to hold your username and password in strict confidence. You are responsible for keeping your username secure and for taking all reasonable precautions to prevent unauthorized or fraudulent use. If you believe your username and/or password has been lost or stolen or that someone may attempt to use your Online/Internet Banking or Mobile Banking Service without your consent or has transferred or may transfer money from your account without your permission, notify us immediately at telephone number or address shown below in section entitled "Contacting WSSC FCU."

We will never contact you (or ask anyone to do so on our behalf) with a request to disclose your password. **If you receive such a request (even if they are using our name and logo and appear to be genuine), or you suspect any unauthorized person knows your username or password, please contact us immediately.** Additionally, if your computer or other access device is lost or stolen, please contact us immediately. If you fail to do so, you may be liable for unauthorized transactions on your account(s).

Any person whom you permit to use your username and password (an "authorized user") will have access to all your accounts that are available through Online/Internet Banking and Mobile Banking. An authorized user will have the authority to perform functions through Online/Internet Banking, including the ability to transfer funds to and from your savings, checking, money market and loan accounts, enroll in or access bill pay Services, make ACH transfers, view your eStatements, update your personal information, view your account details and summaries, and perform other functions that you would be able to perform.

You are fully responsible for all transactions made by you or your authorized user, even if the amount of the transaction exceeds your available funds or the number of transactions exceeds your transaction limit. WSSC FCU shall not be liable if, through no fault of ours, you do not have sufficient funds in your account to cover transfers and/or payments rendering a transaction unable to be processed. If you have insufficient funds in your account and you have opted in to receive overdraft protection service and have been approved for a line of credit for the purpose of overdrafts, WSSC FCU is authorized to use your savings account, subject to a fee in accordance with the Fee Schedule and the maximum number of transactions permitted for the account, or the line of credit as overdraft coverage, up to the approved limit, in accordance with the terms and conditions of your Line of Credit Agreement.

Except as otherwise provided in this Agreement, WSSC FCU will have no liability to you for unauthorized transactions, payments and transfers made using your username and passwords.

Password Selection

You will select your own password. The password must be at least ten (10) characters long. The password must contain at least one number, plus at least one capital letter, at least one lower case letter, and a symbol such as; ~, !, @, #, etc. For your security, your password should not be any part of your social security number, address, birthday, telephone number, or other numbers which could be easily deciphered by another person. You may securely change your password at any time through Online Banking.

Privacy

Protecting your privacy is of great importance to WSSC FCU. We maintain a strict confidentiality policy to protect not only your financial assets, but your personal information as well. Please see our Privacy Policy at wsscfcu.org relating to the collection and use of your information.

Examine Your Statement

You must promptly review your periodic statement(s) upon receipt. See In Case of Errors or Questions About Your Electronic Transfers in this Agreement or in our [Name of your Electronic Fund Transfers Disclosure and Agreement]. You may access our Electronic Fund Transfers Disclosure and Agreement at wsscfcu.org.

In Case of Errors or Questions about Your Electronic Transfers.

Please refer to the Electronic Fund Transfers Disclosure and Agreement at wsscfcu.org to report an error or submit a question about an electronic fund transfer.

Miscellaneous Fees and Charges

WSSC FCU charges fees for certain transactions, requests, and optional services. Refer to the Fee Schedule for any applicable fees. You may access our Fee Schedule at wsscfcu.org. Fees are subject to change. WSSC will notify you in writing regarding any fee changes as required by applicable law.

Online Account Deletion

We encourage members to actively log in and use Online/Internet Banking and Mobile Banking Services regularly after registering. To keep your Online/Internet Banking and Mobile Banking active, you must log in at least once every twelve (12) months. We may disable your access to Online/Internet Banking and Mobile Banking due to inactivity for more than twelve (12) months. If we disable your access, you will be required to re-register for Internet Banking and Mobile Banking and to reset your account settings and preferences.

Contact Information

It is your responsibility to provide us with accurate and complete contact information so that we may communicate with you. You agree to maintain and advise WSSC promptly of any changes to your contact information. You can update your contact information by editing your profile through Online/Internet Banking or Mobile Banking or by contacting us by telephone or

the address listed in the “Contacting WSSC” section below. WSSC shall not be responsible for any delay or failure in your receipt of any communication if we send the communication to the last email address you provided to us.

Accessing Your Accounts

You cannot use email to initiate transactions, change information or inquire on your account(s). We will not respond to these types of requests via email since we cannot be certain we are corresponding with you. Please use the appropriate functions within our Online/Internet Banking service, call 240-459-8005, or visit the Credit Union for these functions.

Protecting Children’s Online Privacy. We do not knowingly collect, nor is our Online/Internet Banking site designed or directed, to use personal information from children under the age of thirteen (13) without containing verifiable consent from their parents. Should a child, whom we know to be under the age of thirteen (13), send personal information to us, we will only use that information to respond directly to that child, seek parental consent or provide parental notice.

Other Agreements

In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your account (s) with WSSC FCU, including, without limitation, as described in your Truth in Savings Disclosure and Account Agreement, and Electronic Fund Transfers Disclosure and Account Agreement, the prior receipt of which you acknowledge.

Severability

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

Enforcement

You agree to be liable to WSSC FCU 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 WSSC FCU to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the 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.

Right to Terminate Agreement

You are responsible for complying with all terms of this Agreement and with the terms of the agreement(s) governing the account(s) which you access using Online/Internet Banking and Mobile Banking services. WSSC FCU reserves the right to terminate this Agreement and your Online/Internet Banking and/or Mobile Banking privileges under this Agreement, in whole or in part, at any time, or if you do not pay any fee required by this Agreement when due, or if you

do not comply with the agreement(s) governing your accounts, or your accounts are not maintained in good standing.

Assignment. You shall not assign, transfer, or delegate any of your rights under this Agreement without prior consent, which we may withhold in our sole discretion. WSSC FCU may at any time assign, transfer, or delegate any of our rights or obligations under this Agreement to any party without your consent.

No Waiver. WSSC FCU shall not be deemed to have waived any of the rights or remedies under this Agreement unless such waiver is in writing and signed by WSSC FCU. Our delay or omission in exercising any right or remedy 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 exercise of any waiver of any rights or remedies in the future.

Your Copy of this Agreement. We invite you to print a copy of this Agreement and retain it for your records. You may also request a copy of this Agreement be mailed to you by using the contact information in the section below entitled "Contacting WSSC FCU."

DISCLAIMER OF WARRANTIES AND LIABILITY. YOU EXPRESSLY AGREE THAT USE OF THE WSSC WEBSITE, MOBILE APPLICATION, ONLINE/INTERNET BANKING, AND MOBILE BANKING IS AT YOUR RISK. YOU EXPRESSLY AGREE THE WSSC WEBSITE, MOBILE APPLICATION, ONLINE/INTERNET BANKING AND MOBILE BANKING SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, . WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OF ANY PART OF OUR SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OR CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF CREDIT UNION AND ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. ALTHOUGH WE HAVE TAKEN MEASURES TO PROVIDE SECURITY FOR COMMUNICATIONS FROM YOU TO US VIA ONLINE/INTERNET

BANKING, AND MAY HAVE REFERRED TO SUCH COMMUNICATION AS "SECURED," WE CANNOT AND DO NOT PROVIDE ANY WARRANTY OR GUARANTEE OF SUCH SECURITY.

IN NO EVENT SHALL WSSC OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

Governing Law. The laws of the State of Maryland and applicable Federal laws and regulations shall govern this Agreement. This Agreement is governed by WSSC FCU's bylaws, federal laws and regulations, the laws including application principles of the State of Maryland, the National Automated Clearing House Association Operation Rules, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, any legal action regarding this Agreement shall be brought in Prince George's County, Maryland.

Contacting WSSC

Visit any branch: see locations at wsscfcu.org

Phone: 240.459.8005/877.977.2328

Email: creditunion@wsscfcu.org

Mail: PO Box 1187, Laurel, MD 20725-1187

Mobile Remote Deposit Capture (RDC) Services Agreement Terms and Conditions

This Remote Deposit Capture (RDC) Services Agreement ("Agreement") contains the terms and conditions for the use of this service and is entered into between WSSC Federal Credit Union ("WSSC FCU", "us", "our", or "we") and its members ("Member", "you" or "your"), and forms part of the Truth in Savings Disclosure and Account Agreement for the account(s) of Member (collectively, the "Account Agreements").

RDC is designed to allow you to make deposits of checks ("original checks") to your accounts by creating an image of the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your mobile device. We are not responsible for any hardware and/or software you utilize to access the services described herein. We may from time-to-time limit or prohibit the use of the Services to certain account types, at our sole discretion. You are not permitted to use the Services to make payments on any outstanding loan with us. There is currently no charge for the Services.

Member Eligibility. You are eligible to use this Service if you meet the following criteria:

- Member in good standing
- 18 years of age or older
- Enrolled in Online Banking
- Account open for 30 days
- No more than 3 NSF checks for the prior year
- No more than 1 NSF checks for the current year

Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. WSSC FCU reserves the right to change the terms and charges from time to time. You will be given notice of a change as required by law. Further, WSSC FCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of the revised Agreement.

Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligations to allow such a deposit at other times.

Eligible Items for Deposit. You agree to create an image and deposit only “checks” (i.e., negotiable drafts drawn on a credit union, savings and loan or bank and payable on demand).

Ineligible Items for Deposit. You understand and agree that you will not use RDC to deposit the following items:

- Checks that do not contain “For Mobile Deposit Only, WSSC FCU Account # _____”, followed by your signature as the endorsement.
- Third-party checks, i.e., any item that is made payable to another party and then endorsed to you by such party.
- Checks dated more than 6 months prior to the date of deposit (“stale dated,” or expired).
- Checks dated one or more days after the date of deposit (“post-dated”).
- Checks that are “non-negotiable” (whether stamped in print or as a watermark).
- Checks that have been re-deposited or returned such as “non-sufficient funds” or “refer to Maker” or returned for any other reason.
- Checks that do not have all of the required information completed, i.e., signature, date, numerical amount, written amount, etc.
- Cash.
- Savings Bonds.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks previously converted to a substitute check, as defined by Regulation CC.
- Checks drawn on a financial institution outside the United States.

- Checks that are remotely created checks, as defined by Regulation CC.
- Checks not payable in United States currency.
- Payments for consumer loans, credit cards, and mortgage payments.
- IRA and Share Certificate deposits.
- Travelers checks.
- American Express Gift Cheques.
- Checks that require authorization.
- State-issued registered warrants.
- Checks from a closed account.

Deposits of this nature may result in the immediate termination of the Services and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account.

Check Requirements. Any image of a check that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time of presentment to you by the drawer. Prior to imaging the original check, you will restrictively endorse any item transmitted through the Services as “For WSSC FCU mobile deposit only” or as otherwise instructed by WSSC FCU and provide your WSSC FCU account number. You agree to follow any and all other procedures and instructions for use of the Services as WSSC FCU may establish from time to time. The captured image of the check transmitted to us using the Services must accurately and legibly provide, among other things, the following information: (1) your endorsement; (2) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures; and (3) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, including the requirements under federal Regulation CC, or any other regulatory agency, clearing house or association. The Service may reject your deposit if the image is not satisfactory. Receipt of the image does not guarantee we can accept the image.

Endorsements. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include:

- Your signature
- Your account number
- Our name, “WSSC FCU” or “WSSC Federal Credit Union”
- One of the following:
 - “For Mobile Deposit” or “For WSSC FCU Mobile Deposit Only”
 - Checkmark in a preprinted mobile deposit checkbox

We reserve the right to not approve any endorsements not in accordance with this provision. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

Multiple Payees. A check payable to two or more payees must be endorsed by all payees. For example, if the check is payable in the alternative (to you or your joint owner), either of you can endorse it. If the check is made payable jointly (to you and your joint owner), both of you must endorse the check. If the check is not clearly made payable in the alternative or payable jointly the check may be treated as the alternative and either of you can endorse it.

Receipt of Items. All images processed for deposit through RDC will be treated as "deposits" and will be subject to all terms of this Agreement and any other applicable agreement to the relevant account. Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image by a confirmation screen upon the conclusion of your transaction. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we will process the image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for mobile deposit into your account and, in the event, we reject an item for mobile deposit, you understand and agree that you must deposit the original item. You understand and agree that even if we do not initially reject an item you deposit through the Services, we may ask you to provide the original item, because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account for items deposited using the Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the check deposited through the mobile remote deposit service.

Rejection of Deposit. Any credit to your account for checks deposited using RDC is provisional. We are not liable for any fees, service, or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned.

Items Returned Unpaid. A notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for mobile remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account, including any applicable fees. Please refer to the current Fee Schedule.

Availability of Funds. For purposes of funds availability, RDCs are considered deposited at a branch. Generally, RDCs confirmed as received before close of business on a business day will be credited to your account within 24 hours of receipt. Deposits confirmed received after close

of business, and deposits confirmed received on holidays or days that are not business days will be credited to your account within 24 hours of the following business day. However, if the image captured by your mobile device is not received by us correctly or has defects requiring additional repair work by WSSC FCU, funds may take up to two additional business days to become available. Checks transmitted via RDC are not subject to the funds availability requirements of Federal Reserve Board Regulation CC or our Funds Availability Policy

Email Address/Contact Information. You agree to notify us immediately if you change your email address. To update information needed to contact you electronically, go to Online/Internet Banking; click on Profile and Settings in the upper right corner of the main screen and update your information. You agree to authorize us to send information and inquiries to the email address we have on file for your account. You also agree to notify us immediately if you change your residential mailing address or telephone number. If we become aware of the fact that any contact information is inaccurate and we have not been notified, we reserve the right to suspend the Services until you provide us with current information.

Unavailability of Services. RDC may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software, or for other reasons outside of our control. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at our branches or a Shared Branch or by mailing the original check to: WSSC Federal Credit Union P.O. Box 1187, Laurel, MD 20725. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by us. To verify your deposit was accepted you can sign into Mobile Banking or Online/Internet Banking, and verify your deposit was received. The credit will be provisional until the deposit has cleared.

Retention and Disposal of Transmitted Items. Upon your receipt of a confirmation from WSSC FCU that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented to WSSC FCU and the date" to ensure that it is not re-presented for payment.

- You agree to securely store each original check that you deposit using the Services for a period of at least sixty (60) days after transmission to us. After sixty (60) days and no later than ninety (90) days after you transmit the original check, you will safely destroy the original check.
- You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.
- You agree never to re-present the check for deposit.
- You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to WSSC FCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check, you will be liable for any unresolved claims by third parties.

Mobile Banking Application (“App”) is available through the Google Play Store for Android™ users and the Apple App Store for iPhone®. If you meet the preselected eligibility criteria for the Services, you will receive a response when you use the icon for Mobile Banking so that you can capture and transmit check images (front and back) and other information to us electronically for deposit. If you are not sure if you qualify for the Services, you may contact us using any of the methods under the “Contacting WSSC FCU” section above. *Note: Text or data rates may apply to usage associated with this application. You agree to follow any and all procedures, instructions, and guides for use of the Services as we may require from time to time and download each software update as it is made available by us to you.

Authorized Users. WSSC FCU shall be entitled to rely on the apparent authority of any person who accesses the Services using valid member and usernames and passwords, including such persons who may not be signers on member’s account. Except as otherwise provided by law, you will indemnify WSSC FCU and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Services. You agree to provide each authorized user a copy of these terms in connection with their use of the Services. WSSC FCU may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on your account at our discretion. We may deny access to the Services without prior notice if we are unable to confirm any person’s authority to access the Services or if we believe such action is necessary for security reasons.

In Case of Errors. You agree to immediately notify us of any suspected errors regarding checks deposited through the Services by contacting us using any of the methods under “Contacting WSSC FCU” section above.

Periodic Statement. Any mobile deposits made through the Services will be reflected on your monthly periodic statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Services by no later than sixty (60) days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

Ownership & License. You agree that we retain all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the business interest of WSSC FCU, or (iii) to actually or potentially economic disadvantage in any aspect to WSSC FCU. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

DISCLAIMER OF WARRANTIES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR WSSC FCU’S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WSSC HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Accountholder’s Warranties. You make the following warranties and representations with respect to your use of the Services and each image of an original check you transmit to us using the Services:

- Each image of a check transmitted 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.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- Each check that you submit to us has not been negotiated at any other institution for payment.
- Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer’s account to be debited twice.
- Other than the digital image of an original check that you remotely deposit through the Services, there are no other duplicate images of the original check.

- Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You have not knowingly failed to communicate any material information to us.
- You will retain possession of each original check deposited using the Services for the required retention period and neither you nor any other party will submit the original check for payment.
- Your account into which you deposit checks using the Services, and the funds from such checks, are only used for consumer purposes and not for business purposes.
- You will not use the Services and/or your accounts for any illegal activity or transactions.
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive termination of this Agreement.

You understand and agree to indemnify, defend and hold harmless each Third Party and its respective affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to financial institution's or your use of the Third Party Software, unless such claim directly results from an action or omission made by such Third Party in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect, or illegible images to us or if RDC is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable images to us. It is your duty to inform us of any incorrect amount deposited to your account. If you fail to notify WSSC of an incorrect deposit and the funds are withdrawn, you are liable to us for the amount of the funds as well as any attorney costs and fees associated with WSSC having to be reimbursed for such loss of funds.

Termination of the Services. You may, by written request, terminate the Services provided for in this Agreement. We may terminate your use of the Services at any time. In the event of termination of the Services, you will remain liable for all transactions performed on your account.

Relationship to Other Disclosures. The information in this Agreement applies only to the Services described herein the Mobile Remote Deposit Capture User Agreement. Provisions in other disclosures and disclosure documents, as may be revised from time to time, remain in effect for all other aspects of your account.

Confidentiality. You acknowledge and agree that confidential data relating to the Services, marketing strategies, business operations and business systems (collectively, “Confidential Information”) may come into your possession in connection with this Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.

RDC Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Waiver. The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship. This Agreement does not create and shall not be construed to create any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

Force Majeure. You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or cost of any kind resulting from any delay in the Services due to causes beyond our reasonable control.

Other Terms. You may not assign this Agreement. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

Compliance with Law. You represent, warrant, and covenant that you will comply with all applicable laws, rules, regulations and prevalent industry standards applicable to you and to the Third Party Software, including, without limitation, Regulation CC, the Uniform Commercial Code, applicable requirements under state and federal laws and regulations related to data

security and nonpublic personal information, as defined or used in such applicable law or regulation, and any rules established by an image exchange network through which image exchange items are processed pursuant to this Agreement. You shall have the responsibility to fulfill any compliance requirement or obligation that WSSC FCU and/or you may have with respect to the service under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the Federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time. You will use RDC for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations.

Governing Law. You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Maryland, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Maryland.

July 8, 2025