



TERMS AND CONSENT APPLICABLE TO ONLINE BANKING, ELECTRONIC SIGNATURES, EMAIL, FACSIMILE, AND OTHER ELECTRONIC SERVICES, COMMUNICATIONS, AND TRANSACTIONS

Introduction

The use of Patriot Federal Credit Union Mobile Banking Services and other electronic products and services constitutes acceptance of this agreement and disclosures. By providing your consent in the manner set forth below and clicking the "I Agree" button at the bottom of this agreement you consent to the terms and conditions of this agreement, and you will be able to apply for certain products and services.

We may offer additional Mobile Banking services and features in the future. Any added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added, or at the time of enrollment for the feature or service if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking service we offer without notice, except as may be required by Law.

Definitions

As used in this Agreement and Mobile Banking services, the following words will have the definitions given below:

"Account(s)" means your eligible Patriot FCU checking, savings, loan, share certificates and other Patriot products that can be accessed through the Mobile Banking Service.

"Device" means a cellular telephone or similar wireless communication device onto which you have downloaded software provided by us for the purpose of permitting Mobile Banking. A "Device" is also a cellular telephone or similar wireless communication device that is capable of conducting banking transactions at our Mobile Banking site through text (SMS) messaging, Wireless Application Protocol (WAP), or other products that we select or approve. Your wireless carrier may assess you fees for data or text messaging services. Please consult your plan or provider for details.

"Mobile Banking" or "Remote Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)" mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking Service.

"We", "Us", "Credit Union", and "Patriot" means Patriot Federal Credit Union.

Mobile Banking Service

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online 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 Patriot account information, use bill pay, transfer funds between your accounts, deposit items remotely and conduct other banking transactions.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Mobile Banking Service at any time.

Mobile Banking may not be accessible over some network carriers. In addition, the Mobile Banking Service may not be supportable for all Devices. Patriot cannot guarantee, and is not responsible for, the availability of data services provided by your mobile carrier, such as (but not limited to) data outages or "out of range" issues.

You agree to accept responsibility for learning how to use Mobile Banking in accordance with the instructions and agree that you will contact us directly if you have any problems with Mobile Banking.

We may modify the Mobile Banking Service from time to time at our sole discretion. You are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Mobile Banking Service or your Device.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may include fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other credit union product accessed through this Mobile Banking service is also subject to the Account Agreements and Disclosures provided at time of account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Permitted Mobile Banking Transfers

You may use the Mobile Banking Service to transfer funds between your eligible Patriot accounts.

Federal regulation (Regulation D) requires financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted during each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose limits without notice, at our discretion.

Mobile Deposit Capture

Deposits to your Patriot account may be made remotely using your smart phone device by submitting an image of the front and back of a check.

Eligible Items for Deposit through Mobile Deposit Capture

You agree to submit only "checks" as defined in Federal Reserve Regulation CC. You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code.

Unacceptable Items for Deposit

- Checks drawn on a foreign bank or foreign financial institution
- Checks payable to an individual not on the account
- An item drawn on your account at Patriot
- An item that contains evidence of alteration
- A check previously converted to a “substitute check”, as defined in Regulation CC
- A stale dated, expired, or postdated item
- Any item that has been re-deposited or returned such as “non-sufficient funds” or “refer to maker”, or any other reason
- Cash
- Savings Bonds

Availability of Funds Deposited Through Mobile Deposit Capture

Deposits made through Mobile Banking using the Mobile Deposit Capture method will follow the availability requirements outlined in Regulation CC. All checks deposited on one business day will be combined for an aggregate amount.

We reserve the right to extend any hold placed in an emergency situation where there is a failure of communications or computer equipment and if we have any reason to believe an item will not be paid.

Endorsement, Retention and Disposal of Transmitted Items

- You agree to properly endorse the check on the back as it appears on the “Payable to” line.
- You agree to securely store each original check that you deposit using these services for a period of at least sixty (60) days. After sixty (60) days and no later than ninety (90) days after you transmit the original check, you shall safely destroy the original check
- You agree to never re-present a check for deposit
- You understand and agree that you are responsible for any loss caused by your failure to secure the original checks
- You shall promptly provide any retained check to us 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 us with the check requested, you will be liable for any unresolved claims by third parties.

Fees Charged for Mobile Banking

Currently, Patriot does not charge fees for subscribing to or using Mobile Banking. However, we may assess fees (a) as described in the applicable product or Account Disclosure Statement or fee schedule (including applicable transfer fees), or (b) for products and services purchased online.

We reserve the right to institute or change fees for Mobile Banking by sending you prior notice.

Bill Payment Service (Online Branch)

You may make bill payment transactions subject to the limitations in this agreement. Patriot will not process any bill payment transfer if the required transaction information is incomplete. The credit union will withdraw the designated funds from your account on or after the date you schedule for payment.

The credit union will process your bill payment transfer within one (1) business day of the date you schedule for payment. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account, but may at our discretion. You must allow sufficient time for

creditors/merchants to process your payment after they receive a transfer from the credit union. You must allow at least a seven (7) business day lead-time prior to your due date. The credit union cannot guarantee the time that any payment will be credited to your account by your creditor/merchant and will not be liable for any service fee, late charge, or finance charge.

You agree to follow the requirements of the bill payer service user instructions provided by the credit union, which instructions are incorporated by reference herein. Bill payment service instructions can be found on the credit union's website. The credit union may set other limits on the amount of any transactions, and you will be notified of those limits. In an effort to maximize security and maintain the highest level of service, any bill pay account that has not processed a payment in six months will be closed and if the checking account associated with bill pay is ever closed, the bill pay profile will also be closed. The credit union shall not be responsible for any bill pay account information that is lost due to account inactivity or closed checking accounts.

Online Bill Payment Transactions

You may cancel, stop, or change a scheduled Online Bill Payment as set forth in the Terms and

Conditions of the Bill Payment Service. After the time period set forth in the guide has passed it is not possible to stop or cancel a scheduled payment. Some types of payments may not be stopped. Payment of state, local, or federal taxes, or court ordered payments via the online service are prohibited. The Payment Date indicated by you must always be a Business Day. If you fail to designate a business day the Payment Date will be deemed to be the first Business Day after the date you indicate.

Patriot shall not be liable for any failure to make a payment and/or transfer that fails to include any finance charges or late fees incurred by you.

The payment due date you select must be on or before the creditor/merchant due date, not any late date. You must allow an appropriate number of business days between the date you select for payment and the due date. If you schedule a payment less than the number of business days before the due date required for a particular creditor/merchant you will bear full responsibility for all penalties, finance charges, or late fees.

Responsibilities

You represent that you are the legal owner of the Accounts and other financial information which may be accessed using Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Mobile

Device you will use to access Mobile Banking. You understand that you are solely responsible to verify that items deposited using the Mobile Deposit Capture have been received by us.

Unavailability of Services

You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties. In the event any of the services included in our Mobile Banking Services are unavailable, you acknowledge that you can deposit an original check at our branches or through an ATM that accepts your deposit, or by mail.

Security

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information or any other means to access Mobile Banking, you will be held legally responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

We make no representations that Mobile Banking will be available for use in locations outside of the United States.

Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would be considered illegal.

Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Patriot Federal Credit Union, its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Mobile Banking Service; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of Mobile Banking.

Lost or Stolen Mobile Device or Password; Unauthorized Transfers

If you believe your Mobile Device, user name (Login ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us AT ONCE at 1-888-777-9982. For a description of your and the Credit Union's responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your account's Deposit Agreement.

In Case of Errors or Questions about Your Account

Please refer to the Deposit Agreement given at account opening for a description of the error resolution process as well as how transfer and deposits are processed on your account. If you need a copy of the agreement or have additional questions regarding Mobile Banking Services, please contact our e-Services Department by using one of the following methods:

- Telephone toll free at (888) 777-9982
- Email membersvc@patriotfcu.org
- Send a message directly from your Patriot home banking account
- Mail request to: Patriot Federal Credit Union Member Services Department, P.O. Box 778, Chambersburg, PA 17201

Electronic Signature

You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act or action while using any electronic service offered by us, or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further,

you agree that no certification authority or other third party verification is necessary to or for the validity of your electronic signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and Patriot.

Electronic notices

You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter "electronic records"). You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. A fee for a statement reprint or check copy may be imposed. You may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records you must send us a written request and mail that request to us at: Patriot Federal Credit Union, P.O. Box 778, Chambersburg, PA 17201

Security

You understand the importance of your role in preventing misuse of Your Accounts associated with Mobile Banking. You agree to promptly examine your paper or electronic statement for each of your credit union accounts as soon as you receive them and notify us of any errors in accordance with your account membership agreement. You agree to protect the confidentiality of your accounts and account number and passwords. Data transmitted via the services is encrypted in an effort to provide transmission security. Mobile banking utilizes identification technology to verify that the sender and receiver of transmissions related to the services can be appropriately identified by each other.

Notwithstanding our efforts to ensure the services are secure, you acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. Patriot cannot, and does not warrant that all data transfers utilizing Mobile banking, or e-mail transmitted to and from us will not be monitored or read by others. You agree to notify us IMMEDIATELY if you believe any passwords have been lost, stolen, or used without your permission, or have been otherwise compromised. You must call us immediately at 888-777-9982.

Confidentiality

You acknowledge that we will disclose information to third parties about your account or the image items you deposit:

1. To enable your access to the services and the system;
2. When it is necessary for completing deposits, and
3. As required by law.

Your deposit of an Image Item is subject to our verification and final inspection process. We may at any time deposit an Image Item or return all or part of a deposit of multiple Image Items to you without prior notice. We are under NO OBLIGATION to inspect or verify any Image Item to determine accuracy, legibility, or quality of the Image Item or MICR line information associated with the Image Item, or for any other purpose.

We may process and collect an Image Item or a substitute Image Item through one or more check clearing houses, Federal Reserve Banks, or other private clearing agreements with other financial institutions. We may hold and sue funds in any deposit account of yours following termination of this

agreement and the services for such time as we reasonably determine to be necessary for us to be assured that no Image Item processed by us prior to termination may be returned, charged back, or otherwise be dishonored or become a source or cause for any loss, liability, cost, exposure or other action for which Patriot may be responsible, with such right being in addition to any other rights we may have with respect to your accounts.

If a payor financial institution returns an Image Item to us for any reason, we may charge your applicable account for the returned Image Item, whether or not the return is timely and proper, and we may further either:

1. Return the Image Item to you, or
2. Re-present it to the payor financial institution before returning it to you.

If a payor financial institution or other third party makes a claim against us or seeks a re-credit with respect to any Image Item processed, we may freeze or hold aside a like amount in the applicable account pending an investigation and resolution of the claim.

Disclaimer of Warranty and Limitation of Liability

Patriot makes no warranty of any kind, express or implied, including any WARRANTY OF MERCHANTABILITY or any WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE in connection with mobile or remote banking, or remote deposit services provided to you under this agreement. We do not and cannot warrant that services will operate without errors, or that any or all services will be available and operational at all times. Except as specifically provided in the agreement, or otherwise as required by law, you agree that Patriot Federal Credit Union, its officers, directors, employees, agents, and/or contractors shall not be liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this agreement or by reason of your use of or access to mobile, remote, or deposit services provided under this agreement or by reason of your use or access to the services.

You agree that Patriot shall be liable only for reckless or intentional misconduct in performing the services expressly provided for in this agreement. Patriot shall not be responsible for member's acts or omissions or those of any other persons and no other persons who may cause a loss shall be deemed agents of Patriot. In no event shall Patriot be liable for any consequential, special, punitive, or indirect loss or damage which the member may incur or suffer in connection with this Agreement, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Patriot's acts or omissions pursuant to this agreement.

Controlling Law

You agree that Patriot's principal office and corporate center is located in Chambersburg, Franklin County, Pennsylvania, and the law of Pennsylvania shall control this agreement.

Dispute Resolution

In the event of any dispute or controversy arising out of this agreement, whether involving an interpretation of this agreement, obligations of the parties, or any alleged breach of this agreement, the parties hereto agree that any such dispute or controversy shall be resolved by first referring such dispute or controversy to non-binding mediation. Mediation shall be conducted by experienced mediators provided by any recognized mediation service.

In the event non-binding mediation fails to resolve the dispute or controversy then such dispute or controversy shall be resolved by means of binding arbitration. You and Patriot mutually hereby waive any right to trial by judge or jury and consent to arbitration as a substitute therefore. Arbitration shall be

conducted under the auspices of the American Arbitration Association. There shall be one arbitrator. In the event the parties are unable to agree upon an arbitrator by mutual consent from a list of American Arbitration Association arbitrators within 30 days of the initial request for arbitration, then the American Arbitration Association shall select the arbitrator.

The decision of the arbitrator shall be conclusive, final, and binding. If necessary the decision of the arbitrator may be entered and enforced by the Court of Common Pleas of the 39th Judicial District of Pennsylvania, Franklin County Branch. The parties agree the arbitrator may award to the prevailing party their reasonable attorney fees and costs. Any mediation or arbitration shall take place in Chambersburg, Franklin County, Pennsylvania.

Your Consent to this Agreement

If you wish to enroll in Patriot's mobile banking service and utilize the services provided, you must consent to the terms of this agreement. If you wish enroll and give your consent to the terms of this agreement click on the button marked I agree. If you click on that button, your Consent to such use of Mobile or Remote Banking, Remote Deposit, and Electronic records will be sent to Patriot via the Patriot website. The receipt of your Consent will serve to demonstrate that you can access information in electronic form provided or made available to you by the Patriot website. Upon receipt of such Consent the credit union will continue with the application process you requested by following Internet links to access this application.

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