



**TERMS AND CONSENT APPLICABLE TO MOBILE BANKING, DIGITAL WALLETS, ELECTRONIC SIGNATURES, EMAIL, FACSIMILE, AND OTHER ELECTRONIC SERVICES, COMMUNICATIONS, AND TRANSACTIONS**

***Introduction***

These terms and consent applicable to Mobile Banking, Digital Wallets, Electronic Signatures, Email, Facsimile, and Other Electronic Products and Services, Communications, and Transactions (this "Agreement") constitute an agreement between you and Patriot Federal Credit Union. 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 and access and use certain products and services in accordance with the terms of this Agreement and any other applicable agreements.

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

***Definitions***

As used in this Agreement, the following words will have the definitions given below:

"Account(s)" means your eligible Patriot checking, savings, loan, share certificate, or other product that can be accessed through Mobile Banking or a Digital Wallet.

"Card" means a debit card or credit card issued to you by Patriot and linked to your Account.

"Device" means a cellular telephone or similar wireless communication device onto which you have downloaded software provided or approved by us for the purpose of using Mobile Banking or Digital Wallets. 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.

"Digital Wallet" means an electronic wallet offered by a third party that will permit you to add your Card to the electronic wallet and use the electronic wallet to purchase goods and services.

"Mobile Banking" or "Remote Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking, including Patriot Mobile, as governed by our Electronic Fund Transfers Agreement and Disclosure.

"Online Banking" means the eBranch Online Banking service governed by our Electronic Fund Transfers Agreement and Disclosure.

"You" and "Your(s)" mean the holder of an Account or a Card and each person with authorized access to such Account or Card.

"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 for Mobile Banking and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of Mobile Banking at any time.

Mobile Banking may not be accessible over some network carriers. In addition, Mobile Banking 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 of Patriot and agree that you will contact us directly if you have any problems with Mobile Banking.

We may modify Mobile Banking at any time and 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. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking 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 Account accessed through Mobile Banking is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account Agreements and Disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

### **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.

Additional information regarding the Patriot Mobile service for Mobile Banking is included in our Electronic Fund Transfers Agreement and Disclosure.

#### Permitted Mobile Banking Transfers

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

We may 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 Account may be made remotely using your 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 schedule below:

For items deposited through Mobile Deposit Capture, \$500.00 of the daily total deposits will be available immediately. The remainder of the daily total deposits will be available the second business day after the deposit.

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.

Endorsements must include the following verbiage:

#### **FOR MOBILE DEPOSIT**

#### **AT PATRIOT ONLY**

- 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.

#### ***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 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.

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 Account, but we may do so 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 for any bill payment. 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 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.

You agree to follow the requirements of the bill payer service user instructions provided by the Credit Union, which instructions can be found on the Credit Union's website and are incorporated by reference into this Agreement. The Credit Union may set other limits on the amount of any transactions, and you will be notified of those limits. Payment of state, local, or federal taxes, or court ordered payments via the online service are prohibited.

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 (6) 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.

Additional information regarding the eSmart Pay bill payment service is included in our Electronic Fund Transfers Agreement and Disclosure.

### ***Digital Wallets***

You may add your eligible Card to one or more Digital Wallets supported by Patriot. Before downloading and activating a Digital Wallet, you should determine whether the Digital Wallet is supported by Patriot and you should carefully review these Digital Wallet terms and conditions and the terms and conditions of the Digital Wallet provider. By adding your Card to any Digital Wallet, you hereby acknowledge and agree to use your Card through the Digital Wallet in accordance with these Digital Wallet terms and conditions and the terms and conditions of the Digital Wallet provider. *If you do not wish to agree to these Digital Wallet terms and conditions or the terms and conditions of any Digital Wallet provider, then you may not add your Card to, or use your Card in connection with, any Digital Wallet.* You agree that these Digital Wallet terms and conditions supplement the other agreements between you and us, including the applicable Card agreement (e.g. the Consumer Credit Card Agreement and Disclosure or the Business Credit Card Agreement), and you agree to comply with such other agreements in connection with your access to and use of any Digital Wallet.

You acknowledge and agree that your access to and use of a Digital Wallet is and will be subject to the terms and conditions of the Digital Wallet provider, that the terms and conditions of the Digital Wallet provider constitute an agreement between you and the Digital Wallet provider, that you will comply with such agreement, and that you will be responsible for any failure to comply with such agreement. You further acknowledge and agree that Patriot is not a party to any agreement between you and any Digital Wallet provider and that Patriot is not and will not be responsible or liable for the acts, omissions, products, or services of any Digital Wallet provider.

### **Digital Wallet Set-Up and Eligibility**

To add your Card to a Digital Wallet, you must register your Card with the Digital Wallet by following the instructions of the Digital Wallet provider and linking (or “provisioning”) your Card to the Digital Wallet. You will be required to complete the provisioning process for each Digital Wallet that you desire to use. You may be required to take additional steps to authenticate yourself before your Card is added to a Digital Wallet, including by providing additional identifying information. You acknowledge and agree that we are not responsible for providing any support or assistance in connection with any Digital Wallet. If you experience any issues in connection with your access to or use of any Digital Wallet, you should contact the Digital Wallet provider.

Patriot reserves the right to discontinue offering or supporting any Digital Wallet for any reason. In order for Patriot to authorize the use of your Card with any Digital Wallet, your underlying Account must be in good standing, and you must not be restricted from using the Digital Wallet based upon any limitations imposed by the Digital Wallet provider, your wireless service provider, or otherwise.

### **Authorization**

You agree that, by adding your Card to a Digital Wallet, you are authorizing the use of your Card through the Digital Wallet and through each Device to which your Card is added. If you authorize any person, including any individual under 18 years of age or younger, to add your Card to a Digital Wallet, you agree

that you have authorized such person to make purchases using your Card through the Digital Wallet and you will be responsible for such purchases. If you believe your Card has been added to a Digital Wallet without your authorization, you must immediately contact Patriot at 1-888-777-9982.

### Transactions

Once you successfully add your Card to a Digital Wallet, you may use the Digital Wallet to purchase goods and services at any merchant that accepts the Digital Wallet or within certain mobile applications. You acknowledge that you may be required to present your physical Card or a government-issued form of identification to complete transactions. You agree not to use any Digital Wallet in connection with any transactions prohibited by law or the payment card networks.

### Transaction History Display

You acknowledge and agree that any transaction history displayed in a Digital Wallet may represent our authorization of your Digital Wallet transaction only and may not reflect any post-authorization activity. Accordingly, the purchase amount, currency, and other details for your Digital Wallet transaction history may not match the transaction amount that ultimately clears, settles, and posts to your Account's billing statement.

### Protecting Your Digital Wallet Credentials; Unauthorized Activity

You acknowledge and agree that you are responsible for protecting and maintaining the confidentiality of your Digital Wallet user identification and password and any other information required to access and use your Digital Wallet (collectively, "Digital Wallet Credentials"). Subject to applicable federal and state law, you will be responsible for transactions that occur in connection with your Card, and you are responsible for identifying and notifying us immediately of any errors or unauthorized activity that occurs in connection with the use of your Card through any Digital Wallet. If you believe your Digital Wallet Credentials or your Card have been lost, stolen, or otherwise compromised, you should immediately contact Patriot at 1-888-777-9982. Additionally, you should contact the Digital Wallet provider to report your Digital Wallet Credentials have been lost, stolen, or compromised.

### Fees

Except as specifically provided to you, we currently do not impose a fee for using your Card through a Digital Wallet, but we reserve the right to impose a fee in the future. Please note that a Digital Wallet provider or another third party supporting a Digital Wallet provider may charge a fee for using your Card in a Digital Wallet.

### Authorization to Collect and Share Data

You acknowledge and agree that we may collect, store, use, and disclose data and information about or related to you or your access to and use of your Card through any Digital Wallet. We may collect, store, use, and disclose your data and information in accordance with our privacy notice. You acknowledge that the collection, use, storage, and disclosure of any data and information by any Digital Wallet provider, payment card network, or other third party supporting a Digital Wallet, will be governed by such party's privacy policy and not our privacy notice.

### ***Responsibilities***

You represent that you are the legal owner of the Accounts and other financial information which may be accessed using Mobile Banking and/or any Digital Wallet. You represent and agree that all information you provide to us in connection with Mobile Banking and/or any Digital Wallet is accurate, current and complete, and that you have the right to provide such information to us. 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 and/or any Digital Wallet. 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.

### ***Conduct***

You agree not to use Mobile Banking and/or any Digital Wallet or the content or information delivered through Mobile Banking and/or any Digital Wallet 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 and its officers, directors, employees, consultants, agents, service providers, and licensors from any and all losses, liabilities, damages, costs, expenses, and other amounts (including reasonable attorneys' fees, costs, and expenses) in connection with any claim or cause of action arising out of, relating to, or alleging: (1) any failure to comply with any term or condition of this Agreement; (2) any infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with Mobile Banking and/or any Digital Wallet; (3) any violation of any law or rights of a third party; (4) any use of Mobile Banking or any Digital Wallet, and (5) any other act or omission for which Patriot is not expressly responsible under this Agreement.

### ***Lost or Stolen Mobile Device or Password; Unauthorized Transfers***

If you believe your Device, user name (Login ID), password, or other approved access device has been compromised, 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, please review the appropriate sections of your account's Account Agreements and Disclosures (e.g. Membership and Account Agreement).

### ***In Case of Errors or Questions about Your Account***

Please refer to the Account Agreements and Disclosures given at account opening for a description of the error resolution process as well as how transfers and deposits are processed on your Account. If you need a copy of the Account Agreements and Disclosures or have additional questions regarding Mobile Banking and/or Digital Wallets, please contact our e-

Services Department by using one of the following methods:

- Telephone toll free at (888) 777-9982
- Email [membersvc@patriotfcu.org](mailto: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 Communications***

Certain laws require us to provide certain account information to you. We may provide such information to you electronically if we obtain your consent to receiving electronic communications in accordance with this Agreement. You are required to consent to receiving E-Communications to participate in Online Banking, Mobile Banking, Digital Wallets, and other all-electronic Patriot services.

### **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.

**Your Consent to Receive E-Communications** 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"). By completing the sign-up process for Online Banking, Mobile Banking, or any other all-digital service we provide, you consent to receiving electronic communications, which include any disclosure, notice, agreement, statement, schedule of fees, explanation of services, inquiry responses, or any other communication regarding any application, account, product or service provided to you, directly or indirectly, by Patriot for the duration of your use of Patriot services (collectively, "E-Communications").

### **Email Addresses/Mobile Devices**

You agree that we may provide E-Communications to you via email, or by posting them to the Patriot website ("Website"). E-Communications sent via email will be delivered to the email address registered to your Patriot account. If an E-Communication is sent via email and is returned as undelivered, we may use any other email address that we have for you. You must notify us of any change in your email address by updating your Patriot account. Unless otherwise required by law, you agree that any E-Communication will be deemed received by you when sent by any means set forth above.

### **Paper Copies**

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.

### **System Requirements**

In order to properly access and retain your E-Communications you must have (i) a personal computer (with monitor) or Device capable of accessing the Internet, displaying visual content, and sending and receiving emails; (ii) access to a printer capable of printing copies of emails or Website content for your records (if you desire paper records); (iii) sufficient computer or mobile device hard drive, or cloud-based storage capability, capable of storing data, if you wish to store E-Communications; (iv) an Internet browser that supports PCI-compliant standards, which at the time of this writing means TLS 1.2 or above for communication with the web server; and (vi) a software program that accurately displays PDF files. For E-Communications provided in PDF format, Adobe Acrobat Reader 6.0 or later versions is required, a free copy of which may be obtained



from the Adobe website at [www.adobe.com](http://www.adobe.com). If any of the above system requirements change, and we believe that such change may create a material risk that you will be unable to access E-Communications, Patriot will notify you of the new hardware/software requirements.

### Withdrawal of Consent

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 and/or any Digital Wallet. You agree to promptly examine your paper or electronic statement for each of your Accounts as soon as you receive them and notify us of any errors in accordance with your account membership agreement. You agree to take every precaution to protect the confidentiality of your Accounts and Account numbers and passwords and ensure the safety, security and integrity of your account and transactions. You agree not to leave your 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 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.

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.

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

### ***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, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, QUALITY, NON-INFRINGEMENT, OR OTHERWISE, IN CONNECTION WITH MOBILE OR REMOTE BANKING PRODUCTS OR SERVICES, REMOTE DEPOSIT PRODUCTS OR SERVICES, OR ANY DIGITAL WALLET PRODUCTS OR SERVICES. WE DO NOT AND CANNOT WARRANT THAT ANY PRODUCTS OR SERVICES WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL PRODUCTS AND SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. DIGITAL WALLETS ARE PROVIDED BY DIGITAL WALLET PROVIDERS AND SUPPORTED BY OTHER THIRD PARTIES, AND PATRIOT PROVIDES NO WARRANTY AS TO THE ACCESS TO OR USE OR AVAILABILITY OF DIGITAL WALLET PRODUCTS OR SERVICES. PATRIOT DOES NOT OWN, OPERATE, OR CONTROL ANY DIGITAL WALLET AND IS NOT RESPONSIBLE FOR ANY PRODUCT, SERVICE, OR INFORMATION PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF A DIGITAL WALLET PROVIDER.

EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, OR OTHERWISE AS REQUIRED BY LAW, YOU AGREE THAT PATRIOT FEDERAL CREDIT UNION AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND/OR CONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BY REASON OF YOUR ACCESS TO OR USE OF MOBILE, REMOTE, DIGITAL WALLET, OR DEPOSIT PRODUCTS OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, BY REASON OF YOUR ACCESS TO OR USE OF ANY OTHER PRODUCTS OR SERVICES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR OTHERWISE.

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, the 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 therefor. 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 39<sup>th</sup> 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 and other products and services contemplated by this Agreement, you must consent to the terms of this Agreement. If you wish to 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 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 your consent, the Credit Union will continue with the application process you requested by following Internet links to access this application.