

## DIGITAL BANKING AGREEMENT

This Digital Banking Agreement (“Agreement”), governs specific Products and Services offered through Digital Banking and is a binding agreement between Pennsylvania State Employees Credit Union (“PSECU,” “we” or “us”) and you (“you”) and incorporates by reference, the Agreements & Disclosures and the Electronic Disclosure and Consent for Electronic Signatures.

This Agreement may be updated by PSECU from time to time, and your continued use of the Product or Service governed by the relevant terms and conditions constitutes your agreement to any revised or updated terms and conditions.

PSECU PROVIDES ITS DIGITAL BANKING PRODUCTS AND SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY CLICKING OR TAPPING “ACCEPT,” YOU ACCEPT THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY ITS TERMS. YOU MAY BE UNABLE TO ACCESS OR USE THE DIGITAL BANKING PRODUCTS AND SERVICES UNTIL YOU ACCEPT THIS AGREEMENT. READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE PSECU DIGITAL BANKING SERVICES.

### A. DEFINITIONS

- **“Digital Banking”** means banking and other access to Your account from an Internet Accessible Device including but not limited to a mobile device, computer, or tablet.
- **“Internet Accessible Device”** includes but is not limited to a mobile device, computer or tablet.
- **“Mobile Device”** means a portable device capable of accessing the Internet (e.g., smartphone, cell phone, mobile phone, tablet, wearable technology).
- **“Product”** means any software or Digital Banking products that we offer to you under this Agreement.
- **“Service”** means any service we offer to you under this Agreement, including but not limited to, Digital Banking.

### B. ACCESS AND LIMITATIONS

To remain eligible to use our digital banking Service, you must remain a member in good standing.

Digital Banking is an Internet-based service. From time to time, features may be implemented requiring software and/or hardware upgrades. PSECU does not ensure the ability of Digital Banking to operate correctly on non-industry standard or early released browsers or operating systems.

You also accept responsibility for the proper use of your Internet Accessible Device. We may change and/or upgrade the Service from time to time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use the Service as changed or upgraded. We will not be liable to you for any damage and/or losses caused by your failure to properly use the Service and/or your Internet Accessible Device.

We reserve the right to modify the scope of the Service at any time. We also reserve the right to refuse to perform any transaction you request through the Service. You agree and understand that the Service may not be available on all Internet Accessible Devices, may not be available from all mobile service carriers or providers, and may not be accessible or may have limited utility over some mobile networks, such as while roaming. When you register for the Service, the accounts, shares, loans, and merchants linked to your account through Digital Banking may be accessible through the Service.

## C. INSIGHTS

PSECU may use Digital Banking activity data as well as other banking transactions in order to advertise PSECU products and services and personalized insights that may be of interest to you. The content provided is for informational purposes only. Nothing stated is to be construed as financial or legal advice. PSECU recommends that you seek the advice of a qualified financial, tax, legal, or other professional if you have questions. If you prefer to not have PSECU display such advertisements/insights to you, you may opt out in your settings. Please note that you may still receive general online advertising from PSECU even after you adjust your ad preferences. However, such advertising will not be based on Digital Banking activity data or banking transactions.

## D. RELATIONSHIP TO OTHER AGREEMENTS

You agree that when you use the Service, you will remain subject to the terms and conditions of this Digital Banking Agreement. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including but not limited to, your mobile service carrier or provider (for example, AT&T®, Verizon Wireless®, Sprint®, T-Mobile®, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of the Service (for example, your mobile service carrier or provider may impose data usage or text message charges, and possibly even roaming charges, for your use of or interaction with the Service, including while downloading software, receiving or sending mobile account access text messages, or other use of your Internet Accessible Device when using the software or other products and services provided by the Service), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that your mobile service carrier or provider is solely responsible for its products and services. Your mobile service carrier or provider is not the provider of any financial services available through the Service, and is not responsible for any of the materials, information, products, or services made available to you by us. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with the Service, you will contact us directly.

## E. LICENSE AGREEMENT

**This license agreement applies to any product or service accessed through Digital Banking.**

### 1. License

Subject to your complete compliance with this Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable, and non-assignable license ("License") to download, install, and use the software and/or application for the Service on any of your Internet Accessible Devices within those countries where such use is lawful under local and United States (U.S.) law. In the event that you obtain a new or different Internet Accessible Device, you may be required to download and install the software for the Service to that new or different Internet Accessible Device.

### 2. License Restrictions/Revocations

This License shall be deemed revoked immediately upon (i) your termination of the Service in accordance with this Agreement; (ii) your noncompliance with this Agreement; or (iii) our written notice of revocation to you at any time, with or without cause. In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the software/application. We reserve all rights not granted to you in this Agreement.

## F. YOUR OBLIGATIONS

When you use the Service to access accounts that you designate during the registration process, you agree to the following:

**1. Account Ownership/Accurate Information**

You represent that you are the legal owner of the accounts and other financial information which may be accessed via the Service. You represent and agree that all information you provide to us in connection with the Service is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Service. You agree not to misrepresent your identity or your account information in any way.

**2. Location-based Information**

If you use any location-based feature of the Service, you agree that your geographic location and other personal information may be accessed and disclosed through the Service. If you wish to revoke access to such information, you must cease using location-based features of the Service.

**3. Proprietary Rights**

You are permitted to use content delivered to you through the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any PSECU technology, including but not limited to, any software or other mobile phone applications associated with the Service.

**4. User Conduct**

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

**5. No Re-sale Use**

You agree that the Service is for your personal use only. You agree not to resell the Service.

**6. Export Control**

You acknowledge that the Software is subject to the U.S. government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the software. You agree that you will not directly or indirectly use, export, re-export, or transfer the software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use the Service in any country which is subject to U.S. sanctions.

**G. CHARGES FOR THE SERVICE**

We do not charge for the Service. However, we reserve the right to do so in the future and will provide notice at least 30 days before the effective date of any change. If there is a fee, you agree to pay for the Service in accordance with the fee schedule in place at that time and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with the Service. In the future, we may add to or enhance the features of the Service. By using such added or enhanced features, you agree to pay for them in accordance with any applicable fee schedule

## **H. ADDITIONAL PROVISIONS**

1. Neither we nor our service providers can always foresee or anticipate all technical or other difficulties related to the Service. These difficulties may result in loss of data, loss of personalization settings, or other Internet access service interruptions. Neither we nor any of our service providers assumes responsibility for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization settings in connection with your use of the Service.
2. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality, or availability of any Internet Accessible Device or mobile network which you utilize to access the Service.
3. You agree to exercise caution when utilizing the Service application on your Internet Accessible Device and to use good judgment and discretion when obtaining or transmitting information.
4. Information about activity is synchronized between the Service and our site. Transfer and payment information available via the Service may differ from the information that is available directly through our site. Information available directly through our site may not be available via the Service, may be described using different terminology, or may be more current than the information available via the Service, including but not limited to, account balance information. The method of entering instructions via the Service also may differ from the method of entering instructions through our site. We are not responsible for such differences, whether or not attributable to your use of the Service. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.
5. You agree that we will not be liable for any vendor-related, user-related, or wireless service-related event which causes any transaction failure so long as such event is outside of our control.

## **I. CHANGES OR CANCELLATION**

You may terminate the Service at any time using your Digital Banking settings. The termination, voluntary or otherwise, of your access to Digital Banking will result in a loss of access to the Service.

## **J. USE OF DATA**

We and our service providers will use information provided by you or from other sources in connection with the Service for purposes of providing the Service, correcting any problems that may occur with it, making enhancements to it and related functions such as billing, as well as to prepare analyses and compilations of aggregate customer/member data that does not identify you (such as the number of customers/members who signed up for the Service in a month). You understand and agree that PSECU may, at its sole discretion, record and store, as we deem necessary and appropriate, any and all information relayed from the Mobile Device or personal computer to PSECU and to the Mobile Device or personal computer from PSECU.

## **K. ALERTS**

If you provide your consent for eAlerts, you agree to receive email, text-message, and/or push notification Alerts that certain activities have occurred on your account. By accepting this Service, you acknowledge that the Alerts emails, text messages, and/or push notifications may not be encrypted and that they may include your name and account information associated with the chosen Alerts.

**1. Access**

In order to access the Alerts service, you must have an Internet email address or cell phone number on record with PSECU. You will need to have a supported Mobile Device on record with PSECU in order to utilize push notifications.

**2. Changes; Revocation**

You may change or discontinue your Alerts by using your Digital Banking settings. Security- related Alerts will be provided regardless of your Alert settings.

**3. Notices**

You are responsible to provide current phone number(s) and email address. You are responsible for notifying PSECU when you change your email address, cell phone or Internet Accessible Device. If an email notice, text message notice, or push notification is returned to PSECU as undeliverable or a device does not log into PSECU's mobile service for a period of time, PSECU may discontinue the Alerts service.

**4. Miscellaneous**

The Alerts service runs 24 hours a day, seven days a week, 365 days a year. You may receive an alert at any time of the day or night. PSECU does not guarantee the timeframe within which the Alerts will be delivered.

**L. WARRANTY**

EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN TERMS AND CONDITIONS, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS." PSECU SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PSECU MAKES NO WARRANTY OF ANY KIND THAT THE PRODUCTS OR SERVICES, OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, MOBILE DEVICE, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. PSECU DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED, CONTINUOUS, OR SECURE ACCESS TO THE PRODUCTS AND SERVICES.

**M. LIMITATION OF LIABILITY**

IN NO EVENT WILL WE OR OUR SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PRODUCTS OR SERVICES, OR FOR ANY LOSS OF PROFITS, BUSINESS, OR DATA, WHETHER BASED IN STATUTE, CONTRACT, TORT, OR OTHERWISE, EVEN IF WE OR OUR SERVICE PROVIDERS, AS APPLICABLE, HAVE BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS YOU PAID TO US UNDER THIS AGREEMENT FOR THE USE OF THE RESPECTIVE PRODUCT OR SERVICE WHICH GAVE RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **N. INDEMNIFICATION**

You shall indemnify, defend, and hold harmless PSECU and our current, future, and former officers, directors, managers, employees, representatives, agents, contractors, successors, and permitted assigns (collectively, the "PSECU Indemnitees"), from and against any and all losses, liabilities, penalties, fines, expenses, damages, judgments, settlements, and other costs (including reasonable attorneys' fees and costs of investigation) incurred by PSECU Indemnitees ("Damages"), and defend the PSECU Indemnitees against all third party claims, suits, proceedings and actions ("Claims"), which arise out of or relate to: (i) your material breach of any obligation, representation, or warranty under this Agreement; (ii) your negligence or willful misconduct; (iii) your misuse of any Product or Service; (iv) your use of any Product or Service to violate any law, regulation, or government order; or (v) your use of any Product or Service to violate, infringe, or misappropriate the rights of us or any third party.

## **O. COSTS OF EQUIPMENT/INTERNET SERVICE**

The use of the Products and Services requires an Internet Accessible Device and the ability to connect to the Internet. You are responsible for acquiring your own Internet Accessible Device and Internet connectivity and for all associated costs and maintenance.

## **P. TERM AND TERMINATION**

Unless stated otherwise in any terms and conditions incorporated herein, this Agreement shall remain in force for as long as you continue to use any Product or Service or until terminated by us. PSECU reserves the right to change or cancel the Digital Banking Products or Services or terminate this Agreement at any time with or without cause. We may also suspend your access to the Products and Services at any time without notice and for any reason, including but not limited to, your non-use of the Products and Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of the Products or Services.

## **Q. GENERAL**

### **1. Assignment**

This Agreement is personal to you and you may not assign it.

### **2. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the choice or conflict of law provisions of such state. You and we agree that any action to interpret or enforce the Agreement will be brought exclusively in the state and federal courts in Dauphin County, Pennsylvania.

### **3. Survival of Terms**

The rights and obligations of the parties to this Agreement which by their nature must survive termination in order to achieve its fundamental purposes shall survive any expiration or earlier termination of this Digital Banking Agreement.

### **4. Rules of Construction**

Section headings are included for convenience or reference only and are not intended to define, limit, or expand the scope of any provision of this Agreement and should not be used to construe or interpret the Agreement.

**5. Severability**

If any part of this Agreement is determined to be invalid or illegal by any court or agency of competent jurisdiction, then that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of the Agreement shall remain in full force and effect.

**6. Waiver**

A party's failure to act under this Agreement shall not indicate a waiver of any rights under the Agreement. No waiver of any provision of the Agreement shall be valid unless made in writing and signed by an authorized representative of the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term and shall not be deemed a waiver of any subsequent breach.

**7. Force Majeure**

In no event will we be liable or responsible to you, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond our reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Digital Banking Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export, or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

**8. Entire Agreement**

This Agreement and any other documents incorporated herein by reference, is the final, full, and exclusive expression of the agreement between the parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either party with respect to the subject matter hereof and the transactions contemplated hereby.