MOBILE BANKING, ONLINE BANKING, AND BILL PAY

TERMS AND CONDITIONS

NAVY FEDERAL Credit Union

navyfederal.org
1-888-842-6328

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A. ESIGN Member Consent to Use Electronic Signatures and Documents

THIS DISCLOSURE CONTAINS IMPORTANT INFORMATION THAT YOU ARE ENTITLED TO RECEIVE BEFORE YOU CONSENT TO RECEIVE ELECTRONIC DISCLOSURES AND TO TRANSACT BUSINESS WITH US ELECTRONICALLY VIA MOBILE OR ONLINE BANKING.

PLEASE SCROLL TO READ THIS DISCLOSURE CAREFULLY. PRINT, EMAIL, OR SAVE A COPY FOR YOUR RECORDS.

This section provides information related to the general use of electronic signatures, documents, and notices in connection with our Mobile and Online Banking Services, and the required disclosures associated with these services. This section also covers the requirements related to the hardware and software you will need to communicate with us via your mobile device or online.

Certain laws require us to provide application disclosures, periodic account statements, and account notices to you, and you have the right to receive these on paper. According to the Electronic Signatures in Global and National Commerce Act (ESIGN), Navy Federal may provide this information to you electronically if we first present this ESIGN Member Consent to Use Electronic Signatures and Documents disclosure ("ESIGN Disclosure") and obtain your consent to receive electronic disclosures and to conduct transactions electronically.

1. Agreement to Receive Communications in Electronic Form

By agreeing to this ESIGN Disclosure, you are consenting to receive the following documents and notices electronically: the Mobile Banking, Online Banking, and Bill Pay Disclosure ("Mobile and Online Banking Disclosure"); any change in terms notices related to the Mobile and Online Banking Disclosure; and any notices related to any activities or transactions you conduct through Mobile and Online Banking. Your consent remains in effect until you give us notice that you are withdrawing it.

2. Form of Electronic Communications

All documents that we provide to you in electronic form will be provided either (1) via email, or (2) by access to a website or mobile application.[1]

3. Withdrawal of Consent

If you decide that you do not want to continue receiving any future change in terms notices or notices related to any activities or transactions you conduct through Mobile or Online Banking electronically, or Bill Pay transaction-related notices, you can withdraw your consent. You may do this for Mobile and Online Banking by calling Navy Federal at 1-888-842-6328 or by visiting a Navy Federal branch. You may do this for Bill Pay by calling 1-888-868-8123. Any withdrawal of consent to receive disclosures and notices electronically will be effective only after we have a reasonable amount of time to process the withdrawal.

Please note that withdrawing your consent to receive any change in terms notices or notices related to any activities or transactions you conduct through Mobile or Online Banking electronically, including Bill Pay, will result in termination of your Mobile and Online Banking Services, including the ability to initiate funds transfers using Mobile or Online Banking.

4. Updating Your Records

You agree to provide us with a true, accurate, and complete email address and other contact information related to the Mobile and Online Banking Disclosure and your Navy Federal accounts, and to update promptly any changes to that information. You can update your information through our mobile or online service or by contacting us at 1-888-842-6328. You may also write to us at Navy Federal Credit Union (EFT), P.O. Box 3001, Merrifield, VA 22119-3001.

5. Hardware and Software Requirements

We do not endorse a specific operating system or particular web browser. To receive all documents and notices electronically related to Mobile and Online Banking, you must have one or more of the following:

- a valid email address;
- a current version (defined below) of a web browser;
- a current version of our Navy Federal application (via the App Store® or Google Play™);
- a connection to the internet;
- a current version of a program that reads and displays PDF documents, such as Adobe Acrobat Reader®, for viewing and retaining certain disclosures;
- a printer, if you wish to print your disclosures and retain your records in paper;
- the capacity to store information; and
- an internet access device, such as a smartphone, tablet, computer desktop, or laptop, with an operating system (Windows®, MacOS®, iOS, or Android™) capable of supporting the above.

By "current version", we mean a version of the software that is supported. We reserve the right to discontinue support of a current version of software for security or stability purposes. The following link includes more information on the operating systems and web browsers we currently support and related system requirements: **Software and Hardware Requirements**. We may not support some older operating systems or web browsers, so if you are using an outdated version, you may need to update it in order to get access to Mobile and Online Banking. You should check the **Software and Hardware Requirements** page occasionally for updates on supported software. The Software and Hardware Requirements are available on the Browser Support page of **navyfederal.org**.

From time to time, we may offer services or features that require your web browser to be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your web browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

[1]Message and data rates may apply. Visit **navyfederal.org** for more information.

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6. Access to Your Disclosures and Requesting Paper Copies

The Mobile and Online Banking Disclosure will remain available for viewing and printing within Online Banking, within the Bill Pay Service housed within Online Banking, and on the Navy Federal app. All other disclosures, change in terms notices, and notices related to any activity or transactions you conduct using Mobile or Online Banking will remain available for viewing in the eMessage system within Bill Pay, or within the Navy Federal Online Banking eMessage system, as applicable, for ninety (90) days, unless you choose to delete the message. Even if you consent to receive documents electronically, you can always obtain a paper copy by requesting one or by printing the electronic document. We may charge you a reasonable fee for delivery of paper copies already provided electronically.

7. Communications "in Writing"

All documents in either electronic or paper format from us to you will be considered "in writing." Please print or download for your records a copy of the Mobile and Online Banking Disclosure and any other document that is important to you.

8. Termination/Changes

We may discontinue the provision of electronic documents or terminate or change the terms and conditions under which we provide electronic documents. We will provide you with notice of any such termination or change if required by law.

By providing your consent, you are confirming that you have the hardware and software described above, that you are able to receive and review electronic documents, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, and delegates identified in respect of your Navy Federal products and services.

B. General Mobile Banking, Online Banking, and Bill Pay Terms and Conditions

These General Mobile Banking, Online Banking, and Bill Pay Terms and Conditions apply equally to Mobile Banking, Online Banking, and Bill Pay, except where the context indicates otherwise. For additional terms and conditions specific to Mobile Banking or Bill Pay, see below in the appropriate section.

This section provides information and the general terms and conditions for use of Navy Federal's Mobile Banking, Online Banking, and Bill Pay Services. You will find definitions of terms used throughout the Agreement, and provisions that provide you necessary information related to contacting you by mobile device, by email, and electronically; the electronic transactions permitted; your liability for unauthorized transactions; contact information for unauthorized transactions or if you have a question or error that needs to be resolved; protecting your password, access, devices, and means to carry out electronic transactions; and your remedies and limitations on liability.

1. General Mobile Banking, Online Banking, and Bill Pay Definitions

"Affiliates" are companies related by common ownership or control.

"Agreement" means the terms and conditions that pertain to the particular Service in which this defined term is used, or to this entire Mobile Banking, Online Banking, and Bill Pay Terms and Conditions disclosure, where the context does not indicate a particular Service.

"Business Days" are Monday through Friday, except federal holidays.

"Mobile Banking" means any activity conducted by you on Navy Federal's mobile app, including Bill Pay, and any future Services used by you on Navy Federal's mobile app.

"Navy Federal," "we," "us," or **"our"** refers to Navy Federal Credit Union and its affiliates and Service Providers.

"Online Banking" means any activity conducted by you on Navy Federal Credit Union's website, **navyfederal.org**, including Bill Pay transactions and any future Services used by you on Navy Federal's website.

"Service(s)" means any activity or functionality offered by Navy Federal or its Service Providers through Mobile or Online Banking, including Bill Pay.

"Service Providers" means companies that we have engaged to render some or all of the Services to you on our behalf.

"You," "your," "I," or **"yourself"** refers to the Member, trusted user, or joint account holder using the Services.

2. Access to All Existing and Future Accounts

With Mobile and Online Banking, you will have access to all existing and future accounts on which you are the owner or joint owner. Subject to the terms herein, you may use the Service seven (7) days a week, twenty-four (24) hours a day, except during any scheduled or unscheduled interruptions in the Service for maintenance, security, or other reasons.

However, if you are a joint owner and you wish to access account statements, the primary owner must designate you as a Trusted User for Online and Mobile Banking, with permission to access statements. Trusted Users have access to the primary owner's Mobile and Online Banking, subject to the conditions in the paragraph "Trusted User" below.

3. Trusted User

You may elect to authorize Mobile and Online Banking access only for any number of Trusted Users, in addition to yourself. A separate application and agreement must be signed for each Trusted User. If you desire a Trusted User to have access to your account via Mobile and Online Banking, you must sign the Mobile Banking, Mobile and Online Banking, and Bill Pay Application and Agreement as the Member, and the other person must sign the application as the Trusted User. At the time you add a Trusted User, the Trusted User will by default have no access to existing accounts held in your name. After a Trusted User is added, you will need to sign in to Mobile or Online Banking to designate access for each Trusted User.

You can manage your Trusted User's privileges via Online Banking: Sign in>Click your name in the top right corner>Manage Trusted Users>Select Edit for Each Trusted User, or via Mobile Banking: Sign in>More>Settings>Trusted Users. This will allow you to provide access to your Trusted User(s) to certain accounts and Services as you deem necessary. Trusted Users will not have access to any future accounts unless you add access in Manage Trusted Users. By default, Trusted Users added to Trust, Association, Minor, or Custodial accounts will automatically have full access to all existing and future accounts. Access to these accounts cannot be modified, only added or removed. Based on access granted, your Trusted User will have the authority to perform, including, but not limited to, the following functions through Mobile and Online Banking:

- Make transfers to and from your account
- Enroll in or access your Bill Pay Service
- View your eStatements, suppress your paper statements, and request a statement copy
- Enroll in Mobile Deposits and use the Mobile Deposits Service
- Check the status of a pending loan application
- Update your personal information
- Sign up for email alerts
- Send us an eMessage
- View your account details and account summary
- View checks online, order checks, or make a stop payment request on a check
- Change your checking account type

Note that, while your Trusted User may access your lines of credit, you remain solely responsible for repayment if any credit is extended. Authorizing Mobile and Online Banking for a Trusted User will make you financially liable for all unauthorized access, losses, or misuse of your accounts until reported to Navy Federal.

4. Verification of Identification

To help fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account, including joint owners and Trusted Users. When you open an account or become a Trusted User, we will ask you for your name, address, date of birth, and other information that will allow us to identify you.

5. Eligibility of Minors

Mobile and Online Banking is offered to adults and to minors fourteen (14) years or older. By using Mobile and Online Banking, you represent that you meet these requirements and that you agree to be bound by this Agreement.

6. Your Account Ownership and Contact Information

You represent that you are the legal owner or Trusted User of the account and other financial information, which may be accessed via Mobile and Online Banking.

You represent and agree that all information you provide us in connection with Mobile and Online Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating Mobile and Online Banking Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up to date, and accurate.

It is your sole responsibility to ensure that your contact information with Navy Federal is current and accurate. You may change your contact information by editing your profile via the Navy Federal mobile app or Mobile and Online Banking. You may also call Navy Federal at 1-888-842-6328 or write us at Navy Federal Credit Union (EFT), PO Box 3001, Merrifield, VA 22119-3001.

7. Contacting You Via Your Cell Phone Number or Email Address

You must provide us a phone number and an email address to discuss your accounts with us. If you provide a cell phone number, Navy Federal has your permission to contact you at that number about all your Navy Federal accounts, including account servicing and collection purposes.

You're granting Navy Federal permission to place automated, prerecorded, or artificial-voice non-marketing calls and text messages to that number. Messaging and data rates from your carrier may apply. You agree to promptly notify us if your contact information changes. Visit **navyfederal.org** for more information.

If you provide an email address, Navy Federal has your permission to send you email messages using an automatic emailing system for commercial or transactional purposes. In relation to your Mobile or Online Banking activities, Navy Federal may at any time implement alternative risk control mechanisms, or may contact authorities when suspicious account activity or Member security-related events occur.

Services	SMS Short Code	Description of Service	Frequency of Messages
Credit Card Fraud Alerts	20270	Free to End User notifications to alert you about possible risk of credit card fraud	Message frequency varies
Debit Card Fraud Alerts	33748	Free to End User notifications to alert you about possible risk of debit card fraud	Message frequency varies
One-Time Passcode Alerts	668439	Free to End User text message to receive your passcode via a one-time text message on your mobile phone	One-time per request
Security Alerts	35038	Free to End User notifications to alert you about possible risk of fraud, identity theft, and/or account security	Message frequency varies
Account Transaction Alerts AKA "Recurring"	21398	Notifications related to account transactions, including, but not limited to, account balance alerts or deposit confirmation alerts	Message frequency varies
On-Demand Alerts	24149	Receive information you have requested via a one-time text message to your mobile phone	One-time per request
Visit Notifications	36428	Notifications about your visit to an NFCU Branch	Message frequency varies
Account Servicing and Collection Alerts	62351	Notifications to contact you for account servicing and collection purposes, including payment reminders	Message frequency varies
Status Alerts	68678	Notifications related to account status updates, including, but not limited to, application and appointment updates	Message frequency varies
Visa Consumer Authentication Service (VCAS)	833 738 4591	A text message notification containing a One-Time Passcode (OTP) for security verification of certain transactions	One-time as transaction qualifies

If you have questions about mobile or text messages related to the Services listed above, you may **send a text message with the word "HELP" to the applicable SMS Short Code or call us toll-free at 1-888-868-8123**. To stop receiving text messages for any of the above Services on your phone, text **"STOP" to the applicable SMS Short Code**. Wireless service providers and wireless carriers are not liable for delayed or undelivered messages.

8. Types of Available Transfers Using Mobile and Online Banking

Transfers using Navy Federal Mobile and Online Banking may be made in accordance with the rules of the relevant accounts.

You may make transfers between all owned savings accounts, checking accounts, and Money Market Savings Accounts (MMSAs).

You may make transfers from your savings accounts, checking accounts, and MMSAs to your savings Individual Retirement Accounts (IRAs), MMSA IRAs, share certificates, or IRA share certificates.

You may make transfers from a specific savings IRA and MMSA IRA to another IRA of the same type.

You may transfer funds from your savings accounts, checking accounts, and MMSAs to make Navy Federal loan and credit card payments.

You may make cash advances from your Navy Federal Credit Card or Home Equity Line of Credit (HELOC) to your savings accounts, checking accounts, or MMSAs.

You may transfer funds from your savings accounts, checking accounts, and MMSAs to another Member's savings account, checking account, and MMSA or to make a payment on another Member's consumer loan if you have established a Member-to-Member transfer capability for those accounts.

You may transfer funds from your checking account at Navy Federal to a checking account at another financial institution via the Automated Clearing House (ACH) when the transfer is originated from Navy Federal.

You may make transfers from your checking account at another financial institution to make a payment on a Navy Federal loan when the transfer is originated from Navy Federal.

You may make bill payments directly from your checking accounts or MMSAs in the amounts and on the days you requested, using our Bill Pay Service.

You may withdraw $5 to $2,500 from your savings accounts to be mailed by check to your savings account address of record on the next Business Day.

We may add new transfer capabilities or features to our Mobile and Online Banking, which will be subject to the terms governing the relevant accounts.

You may make transfers through Global Transfer which allows you to send money from an eligible Navy Federal account to eligible recipients domestically and internationally. Depending on the destination and applicable service requirements, funds may be delivered to an eligible recipient debit card, mobile wallet, or account at another financial institution, or made available at an eligible cash pickup location. Delivery methods and destinations may vary. Your use of Global Transfer is subject to this Agreement and any additional service terms, limits, and eligibility requirements presented through Global Transfer.

9. Transfer Limitations

There is no limit on the number of transfers in or out of your account that you can make per day.

There are minimum and maximum total dollar transfer limits associated with transferring funds to/from another financial institution via the ACH when the transfer is originated from Navy Federal.

Transfers from a Navy Federal checking account to a checking account at another financial institution may be requested for a minimum of $5.00 to a maximum of $5,000 per Business Day. However, the total aggregate amount of all checking transfers within any five-Business-Day period cannot exceed $15,000.

Transfers to Navy Federal loans from a checking account at another financial institution may be requested for a minimum of $5.00 to a maximum of $10,000 per Business Day. However, the total aggregate amount of all loan payments within any five-Business-Day period cannot exceed $30,000.

Transfers to Navy Federal mortgage loans from a checking account at another financial institution may be requested for a minimum of $5.00 to a maximum of $30,000 per Business Day. However, the total aggregate amount, which includes your regular payment, additional escrow, principal, and late fees, of all mortgage payments within any five-Business-Day period cannot exceed $30,000.

Aggregate amounts apply to all accounts that you own individually or that you have joint ownership of, and are based on the effective transfer date(s). If you attempt to schedule a transfer or payment that would exceed these limits, an online message will let you know the effective transfer date(s) that have exceeded these limits.

Transfers using Global Transfer may be requested for a minimum of $10.00 USD and a maximum of $2,000.00 USD per transfer. The aggregate amount of all Global Transfers may not exceed $2,000.00 USD during any rolling 24-hour period. You may make no more than two (2) Global Transfers during any rolling 24-hour period.

These transfer limits can also be found within Online Banking by clicking on the "Help" function, and then on "External Transfers" under the "Categories" column.

For security reasons, Navy Federal may impose further limitations on the dollar amounts of transfers initiated at Navy Federal.

10. Your Liability for Unauthorized Electronic Funds Transfers

Notify us AT ONCE if you believe:

- **your account may have been accessed without your authority;**
- **your card, code, or password has been lost or stolen;**
- **someone has transferred or may transfer money from your account without your permission; or**
- **an electronic funds transfer has been made without your permission using information from your check or your MMSA check.**

The best way to minimize your possible loss is to telephone or contact us through our eMessage system at **navyfederal.org**, although you may advise us in person or in writing. If you do not notify us, you could lose all the money in your account (plus your maximum line of credit amount).

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than $50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you discover such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as $500.00.

Also, if your statement shows transfers that you did not make or authorize, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was delivered to you of any unauthorized or fraudulent use of your account, you may not get back any of the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the time periods.

Telephone Numbers and Address to notify us of unauthorized account access or activity, lost or stolen credentials, or an unauthorized Bill Pay transaction:

- Call 24 hours a day toll-free: 1-888-868-8123
- If in metro Washington, DC or outside the United States, call 703-255-8699
- Write us at: Navy Federal Credit Union (EFT), P.O. Box 3001, Merrifield, VA 22119-3001
- Send us an electronic message through our eMessaging system at **navyfederal.org**

11. In Case of Errors or Questions About Your Electronic Transfers

If you think your statement or receipt is wrong, or if you need more information about a transaction listed on your statement or receipt, contact us as soon as possible:

- Call us 24 hours a day at our toll-free number: 1-888-842-6328
- If overseas, visit **navyfederal.org** or use 1-703-255-8837 for collect international calls

- Write us at: Navy Federal Credit Union (EFT), P.O. Box 3001, Merrifield, VA 22119-3001

We must hear from you no later than sixty (60) days after the FIRST statement on which the problem or error appeared. When you contact us:

- tell us your name and account number;
- describe the error or the transaction you are unsure about and clearly explain why you believe it is an error or why you need more information; and
- tell us the dollar amount and date of the suspected error.

These are our procedures for resolving errors:

- If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification.
- We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for new accounts) after you notify us of the error and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) Business Days (twenty (20) Business Days for new accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. A provisional credit is a temporary credit adjustment made to your account during the time it takes us to complete our investigation.
- If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may remove the provisional credit from your account.
- If it is determined that there was no error, we will reverse any provisional credits within one (1) Business Day of finishing our investigation, and send you a written explanation within three (3) Business Days. If there are insufficient funds in your account to cover the amount of the provisional credit, the account will be overdrawn, and you will be responsible for payment. You may ask for copies of documents used in our investigation.

12. Ensuring the Security of Your Device and Accounts and Protecting Your Credentials

You acknowledge that you are responsible for the data security of the software, hardware or other equipment necessary for you to access and use Mobile or Online Banking. We may require you to download and use our mobile application and use a device that runs an operating system we support and that meets security requirements that we may modify from time to time in our sole discretion.

You agree to accept responsibility for safeguarding and protecting your Password, Reset Question and Answer, Challenge Questions and Answers, biometric access, or any other credentials used to access Mobile or Online Banking (collectively, "Login Credentials").

You agree not to give or make available your Login Credentials to any third party. Third parties include, but are not limited to, family members; Trusted Users; external data aggregators; and any software, service, or automated system that can initiate, access, communicate, transact, retrieve information, or otherwise act on behalf of a person or entity, with or without ongoing human involvement ("Third-Party AI Agent"). You also agree not to leave your device unattended or to share your device with a third party while signed in to Mobile or Online Banking and to sign off immediately at the completion of each access by you. We recommend that you lock your device using a PIN code or password when you are not using it to secure any information on your device. We also recommend that you not store your password on your device.

We may permit you to authorize third-party applications and tools, including Third-Party AI Agents, to access your account data through Navy Federal approved application programming interfaces ("APIs").

If you permit, direct, or facilitate a third party, including a Third-Party AI Agent, to access your accounts, you will be deemed to expressly authorize that third party to transact in your account and the actions or transactions they initiate, request, or complete. You agree that we will rely on, and treat as evidence of your authorization, any actions taken or instructions given by that third party as if you personally took or gave those actions or instructions. You acknowledge that such actions or instructions may be inaccurate, incomplete, unintended, or inconsistent with your actual requests, and may result in the retrieval, transmission, creation, modification, or deletion of information related to your account(s). Subject to applicable law, you agree that you are responsible for such actions and any resulting errors, including where the third party performs unintended actions, makes transactions you did not intend, or exceeds the authority you gave it. You assume all risks associated with authorizing a third party to access or interact with your accounts, information, or Navy Federal services.

You are responsible for properly and timely revoking authorization that you provided a third party. Your revocation is not effective until (1) you notify us that the third party is no longer authorized to transact on your account; (2) we have a reasonable opportunity to act on your notification; and (3) you take any further actions required under our agreements or that we direct you to take. For certain parties, you may be able to revoke API access through Navy Federal's Security Center. If you have shared your Login Credentials with any third party or believe a third party may have obtained your Login Credentials, you must change those credentials.

If you believe your Login Credentials have been lost or stolen, or that someone may attempt to use your Mobile or Online Banking Service without your consent or has transferred money without your permission, notify us at once at the address or telephone numbers listed in paragraph 10, "Your Liability for Unauthorized Electronic Funds Transfers," above. If you lose your mobile device, you should contact your carrier immediately.

You agree that Navy Federal may revoke Mobile or Online Banking if unauthorized Mobile or Online Banking occurs as a result of your failure to safeguard your Login Credentials, or as a result of your failure to ensure the security of the device you use to access Mobile or Online Banking, as described above. Navy Federal may, at its sole discretion and without prior notice, restrict, suspend, limit, deny, block, or terminate access to Mobile or Online Banking by any third party, including through technical measures.

13. Periodic Statements

You will receive a statement monthly unless your account(s) has/have not engaged in savings or checking account activity (no transactions) within 365 days. When there is no activity within 365 days, Navy Federal may choose to provide a statement on an annual basis.

14. Transaction Fees

Navy Federal does not charge for transfers initiated or account information viewed via Navy Federal Mobile or Online Banking, or for the Bill Pay Services, except for the optional "Rush Delivery" fee for expedited Bill Pay. However, message and data rates may apply. Visit **navyfederal.org** for more information. Please see the *Schedule of Fees and Charges* at **navyfederal.org** for fees charged for other transactions and optional services. Navy Federal reserves the right to charge for Mobile or Online Banking, including Bill Pay. You will be given at least twenty-one (21) days advance notice before Navy Federal implements any new fees for Mobile or Online Banking or Bill Pay.

15. Our Liability for Failure to Make Transfers

Navy Federal will use reasonable efforts to complete all your transfers properly. If Navy Federal does not complete a transfer to or from your account on time, in the correct amount, or to the correct recipient in accordance with your payment instructions, according to our Agreement with you, we may be liable for your losses or damages. Navy Federal's liability is limited; we will not be liable for indirect, special, or consequential damages.

There are some instances when we will NOT be liable, for example, if:

a.) through no fault of ours, you do not have sufficient funds in your account (for Bill Pay, this is your Payment Account–see the Bill Pay section below in this Agreement), available funds through your Optional Overdraft Protection

Service (OOPS), or available credit in your Checking Line of Credit (CLOC) to make the transfer;

b.) the funds in your account are subject to legal process, such as garnishment or attachment;

c.) the account is subject to a pledge or security agreement;

d.) despite reasonable precautions that we have taken, circumstances beyond our control (such as fire, power failure, flood, or failure of paying agency to deliver direct deposit payment data) prevent the transfer; in such case for Bill Pay, the Bill Pay Service Guarantee shall be void;

e.) for Bill Pay, the Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction or the Payment Instruction; in such case for Bill Pay, the Bill Pay Service Guarantee shall be void;

f.) for Bill Pay, you have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; in such case, the Bill Pay Service Guarantee shall be void;

g.) Bill Pay Rush Delivery payments are submitted without complete or accurate information and are therefore rejected or do not post on time. You will be charged the associated fee for each Rush Delivery payment order you submit, regardless of whether it was properly submitted.

For Bill Pay, provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller that does not comply with your Payment Instruction, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, directing to the proper Biller any previously misdirected transactions, and, if applicable, any late payment-related charges.

16. Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

a.) Where it is necessary for completing transactions;

b.) Where it is necessary for activating additional services;

c.) In order to verify the existence or condition of your account to a third party, such as a credit bureau or Biller;

d.) To a consumer reporting agency for research purposes only;

e.) In order to comply with a governmental agency or court orders;

f.) If you give us your written permission;

g.) If we return checks on your account drawn on non-sufficient funds or if we are unable to complete an electronic transfer because of non-sufficient funds; or

h.) In accordance with Navy Federal's Privacy Policy, which you can find on **navyfederal.org**.

17. Governing Law and Forum for Disputes

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of laws provisions, provided, however, that any dispute solely between you and the Service Provider shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our Important Disclosures Booklet states otherwise, you agree that any claim or dispute you may have against us must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR SERVICE.

18. Unauthorized Use

Access to and use of the Navy Federal Mobile and Online Banking Service(s) is subject to all applicable federal, state, and local laws and regulations. Unauthorized use of the Navy Federal Mobile and Online Banking Service(s) or information accessed via the Navy Federal Mobile and Online Banking Service(s) is strictly prohibited.

19. Links and Frames

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring, or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services, or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

20. Complete Agreement, Severability, Headings, Survival, and Inconsistencies

In the event of a dispute regarding this Agreement and the Services offered through Mobile and Online Banking, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Services and the portion of Navy Federal's website, the Site, or mobile app through which the Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If there is a conflict between the terms of this Agreement and something stated by an employee, contractor, or Service Provider of ours, the terms of the Agreement will prevail. The headings of paragraphs hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Any terms that by their nature should survive, will survive the termination of this Agreement. In the event of any inconsistency between prior Agreements applicable to the Navy Federal Mobile and Online Banking Service and this Agreement, this Agreement shall apply and control. Undefined terms herein shall have the meaning assigned to them in the Important Disclosures Booklet. This Agreement supplements the Important Disclosures Booklet. In the event of an inconsistency between the Important Disclosures Booklet and this Agreement, this Agreement shall govern.

21. No Waiver

We shall not be deemed to have waived any rights or remedies hereunder, unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

22. Assignment

You may not transfer or assign any rights or obligations you have under this Agreement to any party, person, or entity without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

23. Amendments

We may amend this Agreement and any applicable fees and charges for the Services at any time by posting a revised version on our website, **navyfederal.org**, or, where required by law, providing notice to you. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Services after a notice of change or after the posting of a revised version of this Agreement on **navyfederal.org** will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade, or enhance the Services and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Services, and/or related applications and material, and limit access to only the Services' more recent revisions, updates, upgrades, or enhancements.

24. Service Cancellation, Termination, or Suspension

If you wish to cancel the Service, you may contact us as set forth in paragraph 10, "Your Liability for Unauthorized Electronic Funds Transfers," under "General Mobile Banking, Online Banking, and Bill Pay Terms and Conditions" above. Any payment(s) that has/have begun processing before the requested cancellation date will be processed by us. All Scheduled Payments (including recurring payments) will not be processed once the Service is canceled.

You agree that we may terminate or suspend your use of the Service(s) at any time and for any reason or no reason. Any payment(s) that we have already processed before the termination or suspension date will be completed by us. All Scheduled Payments (including recurring payments) will not be processed once the Service(s) is/are terminated or suspended.

Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Navy Federal reserves the right to deny access to any one or more account(s) or to the Service(s) or any part thereof, or to deny the processing of transactions, in order to prevent or stop fraud or illegal activity or to maintain or restore security or performance to the Site or any other Navy Federal system. We may do so if we reasonably believe your account(s) has been or may be used by an unauthorized person(s) or for fraudulent or illegal activity. We may try to notify you in advance, but cannot guarantee we will do so.

Navy Federal reserves the right to revoke or refuse Mobile or Online Banking Services. We may cancel your Mobile or Online Banking Services at any time with or without written notice to you. For example (and not excluding other examples), if you do not provide us with your current mailing address and email address, we may cancel your services until you provide us with your current addresses.

25. Remedies

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend, or limit your access to or use of the Site, the Navy Federal website, and/or the Service(s); notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our Service(s) to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, Navy Federal website, and/or use of the Service(s) for any reason or no reason and at any time. The remedies contained in this paragraph are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

26. Indemnification

You agree to defend, indemnify, and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim, or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement, your use of Navy Federal's mobile app or website, and/or the Services offered through Mobile or Online Banking.

27. Release

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site, Navy Federal website, or the Service(s). In addition, you waive California Civil Code §1542, which states that a general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if not known by him or her, must have materially affected his or her settlement with the debtor.

28. Relationship to Other Agreements

You agree that when you use Mobile and Online Banking Services, you will remain subject to the terms and conditions of all existing agreements with our affiliates and us. You acknowledge that certain wireless service providers and/or wireless carriers may assess fees, limitations, and/or restrictions that might impact your use of Mobile or Online Banking (for example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with Mobile Banking, including downloading the software, receiving or sending Mobile Banking text messages, or other use of your wireless device when using the software or other products and services provided by Mobile Banking). You expressly agree that you are responsible for all such fees, limitations, and restrictions.

29. Intellectual Property

All marks and logos related to the Service(s) are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service(s) or display them in any manner that implies our sponsorship or endorsement. All right, title, and interest in and to the Service(s), that portion of the Navy Federal website and/or the Site through which the Service(s) is/are offered, the technology related to the Navy Federal website, the Site and Service(s), and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Navy Federal website, the Site, or Service(s) shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right, and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from, and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

30. Exclusions of Warranties

THE NAVY FEDERAL WEBSITE, THE SITE AND SERVICE(S), AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR TIMELY ACCESS TO ANY PART OF OUR SERVICE(S), AND OPERATION OF THE NAVY FEDERAL WEBSITE AND THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF 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.

31. Limitation of Liability

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE(S) AND THE PORTION OF THE NAVY FEDERAL WEBSITE OR SITE THROUGH WHICH THE SERVICE(S) IS/ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE(S) MAY BE DELAYED, INTERRUPTED, OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME FOR REASONS INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION, OR FAILURE IN THE PROVISION OF THE SERVICE(S), WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT AND SOFTWARE MALFUNCTIONS, INTERNET DISRUPTION, OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR 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(S) CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION, OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, 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, INABILITY TO USE, OR MAINTENANCE OF THE SERVICE(S) OR THE PORTION OF NAVY FEDERAL'S WEBSITE OR THE SITE THROUGH WHICH THE SERVICE(S) IS/ARE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR 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(S) OR THE PORTION OF THE NAVY FEDERAL WEBSITE OR SITE THROUGH WHICH THE SERVICE(S) IS/ARE OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT PROCEEDING AS DESCRIBED IN PARAGRAPH 17 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS, AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT-OF-POCKET DAMAGES UP TO A MAXIMUM OF $500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

C. Mobile Banking Terms and Conditions

This section provides information and the general terms and conditions for use of Navy Federal's Mobile Banking Services. You will find definitions of terms used for Mobile Banking, and a description of this service as well as describing what you can do using your mobile device.

1. Mobile Banking Definitions

"Banking" means using your Mobile Device to view your Navy Federal accounts and making transactions with the message functionality.

"Eligible Accounts" means accounts that Navy Federal includes in the Mobile Banking display, and that are permitted to be viewed by you on a Mobile Device. Some Mobile Banking users, such as joint owners, are prevented from viewing certain accounts belonging to the primary owner.

"Mobile Device" means a cell phone or electronic handheld device.

2. Description of Navy Federal Mobile Banking

Navy Federal Mobile Banking refers generally to any service allowing an existing Navy Federal Member or joint account holder to access and view Eligible Accounts from a Mobile Device.

3. What Does Navy Federal Mobile Banking Include?

- Navy Federal Mobile Banking includes access through the Navy Federal app. Mobile Banking allows you to view balances, track recent account activity for your Eligible Accounts, make funds transfers from your Mobile Device, and receive alerts for which you have subscribed, as well as other account actions as permitted and offered by us, including those actions in paragraph 8 in the section "General Mobile Banking, Online Banking, and Bill Pay Terms and Conditions."
- Navy Federal offers different ways you may sign in to Mobile Banking beyond just using your username and password. Depending on the features of your Mobile Device, you may be able to sign in through various optional biometric authentication. Biometric authentication is the process of verifying your identity based on your unique characteristics (biometric information), such as your fingerprint or face. Biometric authenticators are not obtained or stored by Navy Federal for access to Mobile Banking.

  You can turn these, and any biometric authentication methods that may be offered in the future, on or off within the Mobile Banking or Mobile Device settings. You acknowledge that by enabling Mobile Banking access by biometric authentication methods, anyone who has biometric access (e.g., fingerprint or facial recognition access) to your device will also be able to sign you in to Mobile Banking and have access to your personal and payment account information. If you believe someone has gained unauthorized access to your account or your password has been stolen, notify us via one of the contact methods listed above.

  Although Navy Federal does not share your personal information with nonaffiliated third-party companies for marketing purposes, we are aware that you may choose to do so in order to use their services. Please review our **Online Privacy Policy** for more information.

  You agree that if you give biometric access or make available your password or credentials to anyone, you are responsible for all actions taken by anyone to whom you have provided such biometric access or credentials. You also agree that Navy Federal may revoke Digital Banking access.
- From time to time, Navy Federal may develop additional Mobile Banking Services. As such Services are developed, you will have the opportunity to add them to your Navy Federal Mobile Banking Service, provided you have compatible wireless hardware and software.

D. Bill Pay Terms and Conditions

This section provides information and additional terms and conditions for use of Navy Federal's Bill Pay Service. You will find definitions of terms used for Bill Pay, and provisions that provide you necessary information related to failed, returned, or refused transactions; prohibited payments; information authorization; scheduling payments; guarantee of the service and exceptions to payments; cancellation and stop payments; electronic bill payments; payment authorization and initiation of payment instructions; and receiving payments.

1. Bill Pay Definitions

- "**Biller**" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills (E-Bills), as the case may be.
- "**Billing Account**" is your primary checking account from which any Service fees, excluding the optional Rush Delivery fee, will automatically be debited.

- "**Customer Care**" represents the customer service provided by the Service Provider to Navy Federal's Bill Pay subscribers on Navy Federal's behalf.
- "**Due Date**" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.
- "**Payment Account**" is the checking account from which bill payments will be debited. If you use the optional Rush Delivery service, the Rush Delivery fee will automatically be debited from this account.
- "**Payment Instruction**" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "**Rush Delivery**" is an optional service available with participating Billers that allows you to initiate payment for immediate processing for an additional fee.
- "**Scheduled Payment**" is a payment that has been scheduled through the Service but has not begun processing.
- "**Scheduled Payment Date**" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day. Payments with the optional Rush Delivery service will begin processing immediately.
- "**Service**" means, in this Bill Pay Terms and Conditions section, Navy Federal's Bill Pay Service, offered through our Service Provider(s).
- "**Site**" means the portion of Navy Federal's website, **navyfederal.org**, or mobile app through which the Bill Pay Service is offered.

2. Service Providers

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. The Service Provider will be processing Bill Pay payments and answering questions directly related to such member-initiated Bill Pay payments. Notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Bill Pay Service. You agree that we have the right under this Agreement to delegate to Service Providers all the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Navy Federal, in our sole discretion, reserves the right to change Bill Pay Service Providers.

The Service Providers are independent contractors for all purposes, except that they act as your agent with respect to the custody of your funds for the Service. The Service Providers do not have control of, or liability for, any products or services that are paid for with the Service. The Service Providers also do not guarantee the identity of any user of the Service (including, but not limited to, Receivers to whom you send payments).

3. United States Address

To be enrolled in the Service, you must have a United States mailing address, a FPO or APO address, or an address in one of the following U.S. territories and/or possessions: American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Island, Palau, Puerto Rico, or the Virgin Islands.

4. Failed or Returned Transactions

In using the Service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the withdrawal from your Payment Account or your Eligible Transaction Account, as the case may be, for any reason (for example, there are non-sufficient funds in your Payment Account or Eligible Transaction Account to cover the transaction, or the transaction would exceed the credit or overdraft protection limit of your Payment Account or Eligible Transaction Account), the payment may not be made. In some instances, you will receive a return notice from us. In each such case, you agree that:

- you will reimburse us immediately upon demand for the transaction amount that has been returned to the Service;

- you will reimburse us immediately upon demand for any transaction amount paid by the Service;
- we may charge you a non-sufficient funds (NSF) fee in accordance with our *Schedule of Fees and Charges* available at **navyfederal.org**, even if the payment is not returned but is paid;
- you will reimburse us for any fees we incur in attempting to collect the transaction amount from you that was paid by the Service;
- to recover the transaction amount paid by the Service, we may withdraw the transaction amount from any share accounts on which you are a primary or joint owner;
- to recover the transaction amount paid by the Service, we may draw on the available balance on any line of credit accounts (e.g., CLOC) on which you are a primary or joint owner;
- we may impose a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any amounts not reimbursed to us within fifteen (15) days of the initial demand; and
- we are authorized to report the facts concerning the failed or returned transaction to any consumer credit reporting agency.

5. Prohibited Payments

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel, and/or reverse such payments:

a.) Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States or its territories);

b.) Payments that violate any law, statute, ordinance, or regulation;

c.) Payments that violate the Acceptable Use terms in paragraph 6 below;

d.) Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances, or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate, or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass, or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction;

e.) Payments related to gambling, gaming, and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery), and sweepstakes;

f.) Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes, or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking, or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services;

g.) Tax payments and court-ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments.

We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted, or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in paragraph 7 of this "Bill Pay Terms and Conditions" section of any violations of this paragraph or the Agreement generally.

6. Acceptable Use

You agree that you are independently responsible for complying with all applicable laws in all your activities related to your use of the Service(s), regardless of the purpose of the use, and for all communications you send through the Service(s). We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service(s) for communications or activities that: (a) violate any law, statute, ordinance, or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass, or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software, or routine to bypass technology protecting the Site or Service(s), or interfere or attempt to interfere, with the Site or Service(s); or (j) may cause us or our Service Providers to lose any of the services from our Internet Service Providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in paragraph 7 of this "Bill Pay Terms and Conditions" section of any violations of this paragraph or the Agreement generally.

7. Questions Regarding the Service

If you have questions about the Service or your transactions, you may contact us via one of the following:

- Telephone us toll-free at 1-833-852-0294 during the Service Provider's hours
- Contact us by using the Service's eMessaging feature
- Write us at: Navy Federal Credit Union, Attn: Account Servicing, P.O. Box 182477, Columbus, OH 43218-2477

8. Notices to Us Regarding the Service

Notices to us concerning the Service must be sent by postal mail to:

Navy Federal Credit Union
Attn: Account Servicing
P.O. Box 182477
Columbus, OH 43218-2477

We may also be reached toll-free at 1-833-852-0294 for questions and other purposes concerning the Service. We will act on your telephone calls as described in paragraph 11, "In Case of Errors or Questions About Your Electronic Transfers," in the "General Mobile Banking, Online Banking, and Bill Pay Terms and Conditions" section above, but otherwise, such telephone calls will not constitute legal notices under this Agreement.

9. Notices to You

You agree that we may provide notice to you by sending it to you through the Navy Federal Online eMessage system, by sending you an in-product message within the Site, by emailing it to an email address that you have provided us, by mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us. For example, you may receive certain notices (such as notices of processed Payment Instructions, alerts for validation, and notices of receipt of payments) as text messages on your mobile phone. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed.

10. Privacy of Others

If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

11. Receipts and Transaction History

You may view your Bill Pay transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

12. Mobile Phone Users

Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

13. Information Authorization

Your enrollment in the Service may not be fulfilled if we or the Service cannot verify your identity or other necessary information. For Bill Pay, in order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that we or the Service reserve the right to request a review of your credit rating at our or its own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including (without limitation) financial information and transaction history regarding your Payment Account or Eligible Transaction Account. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification). You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders, and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Navy Federal website and the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store, and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer, or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit compliance, and audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store, and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, and system analysis, and to analyze the performance of the Service.

14. Charges or Fees

The Bill Pay service is provided to you at no cost. Charges for other transactions and optional services (e.g., non-sufficient funds, stop payment, or overdraft fees), as well as the fee associated with the optional Rush Delivery service, are specified in Navy Federal's *Schedule of Fees and Charges*, which can be found at **navyfederal.org**.

You agree to pay such fees and charges, and authorize the Service to charge your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your share or loan accounts will continue to apply. You are responsible for any and all telephone access fees or internet service fees that may be assessed by your telephone utility and/or internet service provider.

15. Banking Changes

You can update your choice of Payment Account within the Service, but any changes to your Billing Account must be made by calling Navy Federal at 1-888-842-6328. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account information, contact information, or payment instructions.

16. Bill Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date earlier than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement, unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

Please note: While you can make payments to your Navy Federal loan accounts using the Service, you can also make payments using the transfer payment option on the Navy Federal Online Banking service at no charge.

Rush Delivery: In order for a Rush Delivery payment to be processed the same day, it must be initiated on a Business Day and prior to the Biller's cutoff time. Cutoff times vary by Biller. If Rush Delivery is not available for an intended Biller, if you have missed the Biller's cutoff time for that day, or if you attempt to submit a Rush Delivery payment on a non-Business Day, it will not be presented as an option to you.

17. The Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment-related charges up to $50.00 should a payment post after its Due Date, as long as the payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement.

18. Exception Payments

Tax payments and court-ordered payments may be scheduled through the Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment-related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied or misdirected payments will be the sole responsibility of you and not of the Service.

19. Payment Authorization and Payment Remittance

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another trusted user of the Service.

For electronic payments and corporate checks, the payment amount will be debited from or charged to your Payment Account on the Scheduled Payment Date. For draft payments (e.g., checks issued from your Payment Account), funds are deducted from your Payment Account when the check is presented to us for payment that may occur before, on, or after the Scheduled Payment Date. Since we cannot predict the exact date that a check will be presented to us for payment, please make sure you have sufficient funds in your Payment Account beginning a few days before your Scheduled Payment Date and keep such funds available until the payment is deducted from your Payment Account.

If you choose the optional "Rush Delivery" service, you authorize the Service to debit your Payment Account the same day, with the additional fee charged for Rush Delivery. Please refer to the *Schedule of Fees and Charges* at **navyfederal.org**.

20. Payment Methods

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic-to-check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

21. Payment Cancellation Requests

You may cancel or edit any Scheduled Payment, including recurring payments, but excluding "Rush Delivery" payment orders, by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be canceled or edited. Therefore, a stop payment request must be submitted.

The "Rush Delivery" service results in immediate processing of your payment, and cannot be modified or canceled once submitted.

22. Stop Payment Requests

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Bill Pay Customer Care, offered through our Service Provider. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. Please refer to the *Schedule of Fees and Charges,* which can be found on the Navy Federal website (**navyfederal.org**).

A stop payment request cannot be submitted for "Rush Delivery."

23. Electronic Bill (E-Bill) Delivery and Presentment

This feature is for the presentment of electronic bills (E-Bills) only, and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

a.) Information provided to the Biller—The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers, and email addresses with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also

agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for the purposes of the Biller informing you about Service and/or bill information.

b.) Activation—Upon activation of the electronic bill feature, the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

c.) Authorization to obtain bill data—Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

d.) Notification—The Service will use its best efforts to present all your electronic bills promptly. In addition to notification within the Service, the Service may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log in to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

e.) Cancellation of electronic bill notification—The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account, and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

f.) Non-delivery of electronic bill(s)—You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

g.) Accuracy and dispute of electronic bill—The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

24. Biller Limitation

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

25. Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to: Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

By clicking or tapping "OK," you confirm:

1.) you have read and agree to the ESIGN Member Consent to Use Electronic Signatures and Documents;

2.) you have read and agree to the Mobile Banking, Online Banking, and Bill Pay Terms and Conditions;

3.) you consent to receive disclosures and other related notices electronically in connection with Mobile and Online Banking and you have the ability to view, save, or print PDF files on your internet access device; and

4.) you have access to Navy Federal Mobile and Online Banking with an ISP and are able to send and receive email.

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