

Online and Mobile Banking Agreement and Disclosure

Revised February 2020

Thank you for using the ABNB Federal Credit Union's Online and Mobile banking and any related Software ("Software") provided by ABNB Federal Credit Union ("ABNB"). By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying online and mobile banking of which the Service is a part. ABNB in its discretion may modify these Terms and Conditions at any time.

Description of Online and Mobile Banking Services

ABNB offers its members and joint owners online and mobile access to their account information. These Services include all content, information, communication features, products available to you after you register. You can view account balances, transaction details, payment made, payments due, make transfers between your accounts, view other information associated with your accounts. In addition, you can perform various self-service and account management functions including ordering checks, placing a check stop payment, locating a branch or ATM, keeping your email, address and phone information up-to-date, and setting up account alerts for certain account conditions such as when your balance falls below an amount you set. Online and Mobile Banking menus will include any additional services available, or services made available in the future, along with additional information about the services offered as necessary.

Requirements for Online and Mobile Banking Services Registration

You will need a personal computer, mobile device or tablet, with current versions of browser and operating systems to access your accounts. You will also need Acrobat® Reader or similar software to view and/or print documents made available through Online and Mobile Banking. You are responsible for the installation, maintenance and operation of all software and hardware. ABNB is not and will not be responsible for any errors or failures caused by or related to mobile service, Internet service, telecommunications services, hardware, or software. In addition, if you are using a browser or operating system that does not meet established security standards or you disable security features, your access may be restricted or limited, and your system may be compromised. The best way to avoid technology-related restricted or limited access and security issues is to use current versions available and install any updates and patches made available by your hardware and software providers in a timely manner. To check the compatibility of your browser, click on the Browser Support link on the bottom of the log-in page.

Privacy and User Information

You acknowledge that in connection with your use of the Services, ABNB, its affiliates, and service providers may receive and share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). ABNB, its affiliates, and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. ABNB, its affiliates, and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use

You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations.

Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate:

- (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material;
- (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or
- (iv) material or data that is alcoholic beverage-related, tobacco-related, guns or weapons-related, illegal drugs-related, pornographic-related, crime-related, violence-related, death-related, hate-related, gambling-related, specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier;
- (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;
- (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or
- (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of ABNB or any third party.

You agree that you will not attempt to:

- (i) access any Software or Services for which your use has not been authorized; or
- (ii) use or attempt to use a third party's account; or
- (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

PROTECTING ACCESS INFORMATION

We identify you by your unique user ID and password or Fingerprint ID and any other additional reasonable means we deem necessary or appropriate. To prevent unauthorized access to your accounts, you agree to protect and keep confidential your user ID, password, account number and any other means of accessing your account. If you share any account or online banking access information, you assume all associated risks and monetary losses that may arise, to the extent permitted by applicable law and regulation. Transactions initiated by using your user ID and password or Fingerprint ID will be considered as having been authorized by you and constitutes your legal permission, authorization and signature to perform the transaction(s) requested, as allowed by the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act") and other applicable law and regulation.

Biometric authentication (Face ID or Touch ID) for Mobile Banking.

Face or Touch ID is an optional sign-in method for ABNB Mobile Banking that is currently available for most mobile devices that have biometric authentication capabilities. Credentials are stored on your device. You acknowledge that by enabling Face or Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within ABNB Mobile

Banking. ABNB reserves the right to suspend or disable this feature at any time. Face or Touch ID can only be associated with one Mobile Banking username at a time on a device. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Face or Touch ID anytime from the Services menu within ABNB Mobile Banking.

ABNB FEDERAL CREDIT UNION Alerts

Your enrollment in ABNB Federal Credit Union Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your ABNB account(s).

Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within ABNB Online or Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. ABNB reserves the right to terminate its Alerts service at any time without prior notice to you. Methods of Delivery. We may provide Alerts through one or more channels): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your ABNB Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these channels, and it is your responsibility to determine that each of the service providers for the channels described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your channel provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number. In case of questions please contact Member Services via Secure Message with Online or Mobile Banking or via email abnbserv@abnb.org. ABNB provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside ABNB's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold ABNB FEDERAL CREDIT UNION, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose. Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

REQUIREMENTS FOR ONLINE AND MOBILE BANKING REGISTRATION

You will need a personal computer, mobile device or tablet, with current versions of browser and operating systems to access your accounts. You will also need Acrobat® Reader or similar software to view and/or print documents made available through Online and Mobile Banking. You are responsible for the installation, maintenance and operation of all software and hardware. A B N B is not and will not be responsible for any errors or failures caused by or related to mobile service, Internet service, telecommunications services, hardware, or software. In addition, if you are using a browser or operating system that does not meet established security standards or you disable security features, your access may be restricted or limited, and your system may be compromised. The best way to avoid technology-related restricted or limited access and security issues is to use current versions available and install any updates and patches made available by your hardware and software providers in a timely manner.

Authorized Access:

When you register for ABNB Online and Mobile Banking Services, you will be prompted to set up your user ID and password and provide any other authentication information we deem necessary. This may include sending you a one-time code via email or text message that you will be required to enter as part of the authentication process. Each joint account holder or authorized signer will be required to register and authenticate their identity to access Online or Mobile Banking. Your password for Online or Mobile banking has no effect on your PIN used for other access devices such as an ATM or Debit card or Telephone access. You may change your user ID or password any time after registration. Once registered, you can enable fingerprint authentication through your mobile device settings for future log-on.

General Registration Restrictions:

To register for Online and Mobile Banking, you must be an account owner with a valid social security number already on file and must be 15 years of age or older. For access by account holders between 15 years and 18 years, parental consent may be required. If at any time, we have cause to believe the security of your account or our system may be in question, access may be restricted or limited without notice. Any additional restrictions for a specific Online or Mobile Service will be identified in the applicable Addendum and/or when you access the applicable Digital Service.

Business Member Access and Multi-User Requirements:

Once authenticated and registered, the system administrator ("System Administrator") will have access to an "Administrator Console" through Online Banking. The Administrator Console will allow you to assign access to your designated authorized person(s) ("User(s)") and to select specific functions that each User will be authorized to perform. Each designated User authorized by the System Administrator will be prompted to establish his or her own log-in credentials. Users will only be able to see the functions authorized by the System Administrator for access by that User.

The System Administrator shall be responsible for:

- (i) Determining whether additional Users should be provided with the access and to which functions.
- (ii) Setting up the authorizations in the Administrator Console;
- (iii) Assigning and, when necessary or appropriate, resetting user IDs and passwords for a User; Users will be prompted to reset their password after their first log-in.
- (iv) Supervising User access to the Digital Services; and
- (v) Serving as the main contact for receipt of information relating to their account and their Users' use of Digital Services.

You understand and agree that the Account Administrator may empower a User to engage in all the administrative tasks and to access all the Digital Services that the Account Administrator may engage in and access. You agree that all actions of the Account Administrator (and such Users as the Account Administrator shall designate) with respect to Digital Services and accessing your accounts shall be deemed authorized by you. You understand that if assistance from ABNB is required for a service

initiated by a designated additional user who is not otherwise authorized on the account (i.e., joint owner or authorized signer), the Account Administrator will need to contact ABNB directly for assistance.

PROTECTING ACCESS INFORMATION

We identify you by your unique user ID and password or Fingerprint ID and any other additional reasonable means we deem necessary or appropriate. To prevent unauthorized access to your accounts, you agree to protect and keep confidential your user ID, password, account number and any other means of accessing your account. If you share any account or online banking access information, you assume all associated risks and monetary losses that may arise, to the extent permitted by applicable law and regulation. Transactions initiated by using your user ID and password or Fingerprint ID will be considered as having been authorized by you and constitutes your legal permission, authorization and signature to perform the transaction(s) requested, as allowed by the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act") and other applicable law and regulation.

TERMINATION OF ABNB ONLINE BANKING SERVICES

You agree that we may terminate this Agreement and your use of the ABNB Online Banking services if you or any authorized user of your account, or Access Code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or Access Code. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

ONLINE AVAILABILITY AND TIMEFRAMES

Online and Mobile Banking Services are generally available 24 hours a day, 7 days a week. We may restrict or suspend availability periodically when we perform maintenance. If, and when practicable and appropriate, we will schedule any maintenance for a time with less frequent use, and if and when practicable, we may provide notice by online message or other means that you've accepted. Access may also be interrupted, delayed or slowed due to, among other things, hardware or software failures, telecommunications interruption, malicious actions, system capacity overload, power outages, or any other cause (whether similar or dissimilar to any of the foregoing) beyond our control.

YOUR RESPONSIBILITY

By using any of ABNB's Online or Mobile Banking Services, you are representing to ABNB and our Service Providers engaged to offer these services, that you are the account owner or have authority to act on behalf of the owner. You are responsible for all transactions through your user ID or that you authorize, including payments or transactions you authorize in error or that a third party who has access to your account authorizes, such as an unintended payment or a payment for the wrong amount. You will be responsible for any losses, charges, fees or penalties incurred as a result, and if you choose, for attempts to recoup any lost funds directly with the payee.

LIMITATION OF LIABILITY

BECAUSE OF THE POSSIBILITY OF HUMAN AND MECHANICAL ERROR AS WELL AS OTHER FACTORS, THE DIGITAL SERVICES (INCLUDING ALL INFORMATION AND MATERIALS CONTAINED IN OR MADE AVAILABLE THROUGH THE DIGITAL SERVICES) ARE PROVIDED "AS IS" "AS AVAILABLE". ABNB AND ITS SERVICE PROVIDERS ARE NOT PROVIDING ANY WARRANTIES AND REPRESENTATIONS REGARDING THE DIGITAL SERVICES, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE DIGITAL SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FREEDOM FROM VIRUSES OR OTHER HARMFUL OR MALICIOUS CODE, OR FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, ABNB AND ITS SERVICE PROVIDERS DO NOT REPRESENT OR

WARRANT, AND EXPRESSLY DISCLAIM AND REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AND MATERIALS CONTAINED IN OR MADE AVAILABLE THROUGH THE DIGITAL SERVICES, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION AND MATERIALS. FURTHER, ABNB AND ITS SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, COMPUTER VIRUSES, MALICIOUS CODE OR OTHER DEFECT IN ANY OF THE DIGITAL SERVICES, OR FOR THE INCOMPATIBILITY BETWEEN ANY ONLINE OR MOBILE BANKING SERVICES AND ANY SYSTEMS, HARDWARE OR SOFTWARE, INCLUDING THOSE YOU MAY USE TO ACCESS THE ONLINE OR MOBILE BANKING SERVICES, NOR ANY OTHER PROBLEMS, DAMAGES OR LIABILITIES DUE TO CAUSES BEYOND ABNB'S REASONABLE CONTROL. ABNB, ITS AFFILIATES, AND ITS SERVICE PROVIDERS HAVE NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS OR ERRORS IN THE ONLINE AND MOBILE BANKING SERVICES, OR TO OTHERWISE SUPPORT, MAINTAIN, IMPROVE, MODIFY, UPGRADE, UPDATE OR ENHANCE THE ONLINE AND MOBILE BANKING SERVICES. NOTHING HEREIN SHALL BE CONSTRUED AS LIMITING OR REDUCING ABNB'S RESPONSIBILITIES AND OBLIGATIONS TO YOU REQUIRED BY APPLICABLE LAWS AND REGULATIONS.

ENFORCEABILITY, GOVERNING LAW AND VENUE

This Agreement (including any Addendums) and the access to and use of the Online and Mobile Banking Services shall be governed by the laws of the Commonwealth of Virginia, except where preempted by federal law, as applicable, without regard to conflict of law principles. Any action regarding the interpretation, breach, or enforcement of this Agreement, any Addendum or related to the Online and Mobile Banking Services will be filed in and heard exclusively by the state or federal courts, as applicable, with jurisdiction to hear such disputes in Norfolk, Virginia, and both parties hereby submit to the exclusive personal jurisdiction of such courts. If any part of this Agreement or any Addendum should be deemed invalid, illegal, or unenforceable, the remaining provisions shall remain in effect.

Questions

Contact ABNB Member Services by using the Secure Messaging feature in Online and Mobile Banking or via email at: abnbserv@abnb.org. ABNB Member Services phone number is (757) 523-5300.

DIGITAL SERVICES AGREEMENT ONLINE BANKING E-SIGN DISCLOSURE AND CONSENT

By checking the "I Agree" box and the clicking the "Continue" button, or by selecting "Agree" on the mobile app, you consent to all the terms and conditions of this Agreement, which includes any supplemental terms and conditions in any Addendum applicable to specific Digital Services. In addition, you are also consenting to the electronic delivery of disclosures, notices and other communication as described below.

If you do not wish to receive these communications electronically, click on the browser back button and we will mail to the primary address on file for your member account any notices required by law to be in writing. YOU UNDERSTAND THAT YOU WILL NOT BE ABLE TO REGISTER FOR DIGITAL SERVICES UNLESS YOU AGREE TO ELECTRONIC DELIVERY AS EXPLAINED BELOW.

Retaining Copies of this Agreement

We recommend you print and/or save for your records a copy of this Agreement, along with any other documents provided electronically.

Consent to Electronic Delivery of Disclosures, Notices and Statements: Disclosures and Notices

Certain laws require us to provide specific information to you in writing, which means you have a right to receive the information on paper. If you consent to receiving this information electronically by completing the registration process, you are consenting to the electronic delivery of the following:

1. This Agreement, including all Addendums and any updates.

2. All disclosures, notices or other communication regarding transactions you make through Online Banking, the Mobile App or through any ABNB website.
3. Any other account related agreements and disclosures including but not limited to account opening disclosures, fee schedules, disclosures for services and any other disclosures or notices that may be required by various laws such as Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations.
4. Consumer Privacy Notice – the Notice and any changes will be posted on our websites.
5. Future changes to any of the referenced disclosures, agreements and notices.

You agree that ABNB does not need to provide you with additional paper (non-electronic) copies of any electronically delivered documents unless you specifically request them. Your consent does not prohibit ABNB from providing any referenced documents in paper form.

Receiving Paper Copies

Even though you agree to receive electronic delivery of disclosures, notices and statements for your account(s), you have the right to receive a paper copy of documents required to be in written form upon request. When you contact us for that purpose, please be sure to specify which document you are requesting (refer to the Contact Information section of this Agreement). There is currently no charge for copies of disclosures and notices. Please see our Fee Schedule for Statement Replacement copy charge amount.

Notifying us of a Change in Your E-mail Account

You are required to have an accessible valid email account. You agree to notify us of any change to your email account by updating your email address in Online Banking or Mobile Banking or by contacting us.

Withdrawal of Consent to Electronic Delivery of Documents

You may withdraw consent for electronic delivery of any document by Notifying us in writing. There may be a fee for paper delivery of these documents; however, there are Online and Mobile Banking Services restrictions if you do not consent to electronic delivery for certain documents as noted. For email instructions, include the documents for which you are withdrawing consent, using the description in quotation marks for the name of the document(s). Termination will be effective the next business day following receipt of your notice. If you require assistance or have questions, you may contact us as specified in the Questions section of this Agreement.