

MOBILE BANKING, MOBILE DEPOSIT AND ONLINE BANKING DISCLOSURES AND AGREEMENTS

GENERAL TERMS AND CONDITIONS

These Mobile Banking, Mobile Deposit and Online Banking Disclosures and Agreements, as amended from time to time (“Agreement”), set forth the terms and conditions governing the use of POPA Federal Credit Union’s: A) Mobile Banking service; B) Mobile Deposit service; and C) Online Banking. Please read these Disclosures and Agreements completely and retain them with your personal records. By using, or allowing another person to use, the Mobile Banking, Mobile Deposit and/or Online Banking services offered by POPA Federal Credit Union, you are agreeing to be bound by the terms and conditions of these Disclosures and Agreements. In these Disclosures and Agreements, the terms “you” and “your(s)” refer to the Member, and the terms “we”, “us”, “our(s)” and “Credit Union” refer to POPA Federal Credit Union.

ELECTRONIC DISCLOSURE OF MOBILE BANKING AND MOBILE DEPOSIT AND ONLINE BANKING DISCLOSURES AND AGREEMENTS

By accessing the Mobile Banking, Mobile Deposit and Online Banking services, you acknowledge and accept electronic receipt of the Credit Union’s Mobile Banking, Mobile Deposit and Online Banking Disclosures and Agreement. You agree that you have read these Disclosures and Agreement in their entirety and will abide by their terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of these Disclosures and Agreements unless you specifically request it.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS

Refer to separate, “Electronic Fund Disclosure and Agreement” located in “About Your Accounts, Truth-in-Savings Disclosure and Account Agreement”.

ALERTS

The Alerts feature permits you to modify or request automated notification for specific situations by text message or email within Online Banking. By enrolling or using our Online or Mobile banking service, you authorize us to send communications by email or text message to any address or mobile number we have on file for you. Alerts do not replace the standard communications you receive from us concerning your accounts. To modify or request Alerts, you must access the Alerts function through the Online Banking Service. If you elect to receive Alerts by text, you acknowledge that such messages will be automatically sent to your wireless access device. You assume all responsibility for the secure receipt of the text messages and acknowledge that these Alerts are not sent through a secure channel and may be intercepted or read by others. Receipts of Alerts may be delayed or prevented by factors affecting your access, including your Internet service provider(s), phone operator(s), and other relevant entities. We do not guarantee the delivery or the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any Alert (ii) inaccurate content in an Alert; or (iii) your use or reliance on the contents of any alert for any purpose. We reserve the right to terminate any request from you for any Alert, at any time. Your wireless carrier’s normal fees and charges, such as charges for text messages, will apply. The information in any Alert may be subject to certain time lags and/or delays. You may stop Alerts within the exception of security-related alerts which are required at any time by accessing the Alerts menu through Online Banking and instructing the Credit Union to stop Alerts.

OUR LIABILITY

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, POPA FCU; by internet browser providers such as Microsoft (Microsoft Explorer browser), or Mozilla (Mozilla Firefox browser), etc.; by internet access providers; by online service providers; or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Online Banking services, or internet browser or access software. In this regard, although we have taken measures to provide security for communication from you to us via Online Banking and may have referred to such communication as “secured”, we cannot and do not provide any warranty or guarantee of such security.

FEES

All fees or charges associated with the Mobile Banking, Mobile Deposit and Online Banking services are disclosed in our Fee Schedule, as amended from time to time, a copy of which accompanies these Disclosures and Agreements. At any time, in our discretion, we may add to or modify disclosed fees, subject to any prior notice requirements under applicable law (see Amendments). Your continued use of the Mobile Banking, Remote Deposit and Online Banking services after the change becomes effective shall constitute your agreement to pay the disclosed fee. You may designate in writing the account from which such fees may be charged; however, you authorize us to charge such fees to any account you maintain with us in the event that a specific account has not been designated by you in writing or if there are insufficient funds in the designated account.

SERVICE AND MAINTENANCE

We may periodically audit the Mobile Banking, Mobile Deposit and Online Banking services and infrastructure. From time to time, the Credit Union may disable the Mobile Banking, Mobile Deposit and Online Banking services without prior notice for scheduled maintenance and upgrades to the system. In the event the Mobile Deposit service is unavailable, you may deposit the original item in person at a Credit Union branch location during regular business hours, at a Credit Union ATM, or by mailing the item to us at 13304 Alondra Blvd., Cerritos, CA 90703. For the Mobile Banking service, you may visit us in-person, call us at 800.369.7672 or 562.229.9181 or log into the Online Banking service.

OUR RIGHT TO AUDIT

We may periodically audit your individual transactions and use of the Mobile Banking, Mobile Deposit and Online Banking services to verify your compliance with this Agreement. You agree to cooperate with any such audit and to provide, at your expense, such information or documents as we may reasonably request.

TERMINATION

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of the Mobile Banking, Mobile Deposit and Online Banking services at any time with or without cause. We may do so immediately if:

- a) You or any authorized signer on your account breaches this or any other agreement with the Credit Union;
- b) We have reason to believe that there has been or might be an unauthorized use of your account; or
- c) You or any authorized signer on your account requests that we do so; or
- d) The Credit Union will no longer be offering the service.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- a) When it is necessary to complete the transaction;
- b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) In order to comply with government agency or court orders or other legal process; or
- d) If you give us your prior oral or written permission.

PREAUTHORIZED PAYMENTS – RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO

If you have told us in advance to make regular payments (preauthorized payments) out of your account, you can stop any of these payments. Here's how:

Call us at 800.369.7672, or write to us at POPA Federal Credit Union, 13304 Alondra Blvd., Cerritos, CA 90703 in time for us to receive your request three or more business days before the payment is scheduled to be made. If you call, we have the right to require you to put your request in writing and send it to us within 14 days of your call. Please refer to our Fee Schedule for current fees which may apply. You may not stop payment on a Debit Mastercard® transaction.

Notice of Varying Amounts: If these regular payments vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be and how much it will be.

If you create a Transfer to an outside institution through Online Banking, you can also cancel the payment through Online Banking.

ADDRESS CHANGE

You are required to keep the Credit Union informed of your current address to insure correct mailing of monthly statements. If you have elected to receive electronic statement, you also agree to keep us informed of your current email address.

WHAT TO DO IF YOUR MOBILE DEVICE IS LOST OR STOLEN

Your mobile device will allow you to conveniently access the Mobile Banking and Mobile Deposit services, but we encourage you to engage appropriate security features of your device (e.g., password, PIN, fingerprint identification, etc.) to ensure that only you will have such access. In the event that your mobile device is lost or stolen, we recommend the following steps:

- Contact the manufacturer of your mobile device or your cellular service provider to alert them.
- Obtain instructions on how to remotely backup, wipe and lock your mobile device.

- Request information about how to obtain a replacement device.
- Contact the Credit Union to suspend your Mobile Banking and/or Mobile Deposit services and confirm that no unauthorized transactions have occurred.

ADDITIONAL BENEFIT ENHANCEMENTS

The Credit Union may from time to time offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

GOVERNING LAW; ATTORNEYS' FEES

All agreements and disclosures shall be construed in accordance with the laws of the State of California and the provisions of the California Uniform Commercial Code (UCC). You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

RESERVATION OF RIGHTS

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

OTHER AGREEMENTS

Except as stated otherwise in the Disclosures and Agreements, these Disclosures and Agreements does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

SEVERABILITY

If any part of these Disclosures and Agreements should be held to be unenforceable, the remaining provisions of these Disclosures and Agreements shall remain in full force and effect.

A. MOBILE BANKING DISCLOSURE AND AGREEMENT

SERVICES

The Mobile Banking service allows you to access your account information through your mobile device. You may access the Mobile Banking service either by mobile application or mobile Web browser. The Mobile Banking service also allows you to request and receive account information and notification via text message. You may also access the Bill Pay service through the Mobile Banking service. For further detailed information about the Online Banking and Bill Pay services, refer to the separate, "About Your Accounts" Truth in Savings Disclosure, which is incorporated herein by this reference.

SYSTEM REQUIREMENTS AND ENROLLMENT

To use the Mobile Banking service, you must have a mobile device with a service plan that includes data, text messaging and Internet access with Secure Socket Layer (SSL) capability. The POPA Federal Credit Union Mobile Application can be downloaded from your device's application store. The Operating System version must be compatible with the latest version of the application. Third party fees may apply for data, text messaging and Internet access. Contact your mobile device carrier for additional information.

Access Options

- To access the Mobile Banking service using the Mobile Web Banking option, visit www.popafcu.org on your mobile Web browser.
- To access the Mobile Banking service using the application option, download the POPA Federal Credit Union Mobile Application from your device's application store. The Operating System version must be compatible with the latest version of the application, as determined by your device's application store.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will receive a monthly account statement reflecting all of your transactions unless there is no activity in a particular month and in any case you will receive a statement at least quarterly. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 800.369.7672 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or pre-authorized deposits, you will get at least a quarterly statement from us. You can also use our Phone Banking service or log into Online Banking or Mobile Banking to confirm that we have received your deposit.

HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION

If you believe your Password has been lost or stolen or someone has transferred or may transfer money from your account without your permission, call us at 800.369.7672 or write us at 13304 Alondra Blvd, Cerritos, CA 90703.

You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING YOUR PASSWORD

Tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Password without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any 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) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the Password, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

PASSWORD

You will select a password. This password should be memorized. Your accounts can only be accessed by the use of an access device with the password. If you forget your password, contact the Credit Union to re-set your password.

SECURITY

You are solely responsible for maintaining the security of your mobile device and, except as otherwise provided in this Agreement or under applicable law, you are responsible for all transfers made and communications submitted using your mobile device. You acknowledge that Mobile Banking may display sensitive information about you and your accounts, including balances and transfer amounts and that anyone with access to your mobile device may be able to view this information. We are not liable for any damages or disclosure of information to third parties due to your inability to ensure the security and integrity of your account and transactions when using Mobile Banking. Notwithstanding our efforts to make Mobile Banking secure, you acknowledge that the Internet is inherently insecure and that certain types of mobile communications (such as text messages) are not encrypted and can potentially be read by others. We cannot and do not warrant that all such transfers with Mobile Banking or e-mail transmitted to and from us, will not be monitored or read by others.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transaction to or from your accounts on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- a) through no fault of ours, you do not have enough money in your account to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the network system was not working properly and you were aware of the malfunction when you started the transaction;
- d) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transactions despite reasonable precautions that we have taken;
- e) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- f) your password has been entered incorrectly;
- g) the payee mishandles or delays a payment sent by our bill payment service provider;
- h) you have not provided our bill payment service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

AMENDMENTS

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of our services or designated accounts.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 800.369.7672 or write us at 13304 Alondra Blvd., Cerritos, CA 90703 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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. (If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.) If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

TRANSACTIONS AVAILABLE

- View account/loan balances and history, make payments, transfer funds, and order checks.
- View check images for cleared checks. Limitations may apply.
- View account statements. Limitations may apply.
- Transfer funds between your accounts.
- Transfer to another member's POPA FCU account. Limitations may apply.
- Transfer funds using External Transfers (transfers to and from other financial institutions) via ACH. Limitations may apply. Refer to separate, "POPA Federal Credit Union Electronic External Transfers Agreement".
- Schedule one-time/recurring transfers between your accounts. Limitations may apply.
- Access Bill Pay. Refer to separate, "Bill Pay Service Agreement with POPA Federal Credit Union" and "About Your Accounts, Truth-in-Savings Disclosure and Account Agreement".
- Access Application Center to apply for additional share account and consumer loan. Limitations may apply.
- Stop payment on check(s).
- Request cash advance from your Visa Credit Card account to your share or share draft/checking account.
- Enroll in E-statements.
- Manage your cards to freeze, cancel, request replacement card, and add travel notice.
- Access Mobile deposit service for qualifying accounts. Refer to Mobile Deposit Disclosure and Agreement.
- Other features as added

Available services may be added or canceled at any time.

Transactions involving your deposit account will be subject to your Membership Application & Account Agreement, transactions involving a consumer loan account will be subject to your Loan and Security Agreements and Disclosure Statement, and transactions involving your home equity line of credit will be subject to your Open-End Equity Credit Agreement and Truth in Lending Disclosure.

Members under the age of 18 may obtain access to Mobile Banking services without the consent of the parent/guardian joint owner. However, members under the age of 18 conducting transfers out of their account will be subject to a \$3,000 transaction limit.

LIMITATIONS ON TRANSACTIONS

The following limitations for Mobile Banking transactions

- You may not wire funds from within Mobile Banking
- You may not access your IRA account within Mobile Banking

B. MOBILE DEPOSIT DISCLOSURE AND AGREEMENT

WHAT IS MOBILE DEPOSIT?

Mobile Deposit is a service that allows you to deposit a check into your Credit Union account from anywhere with internet connectivity by using the POPA Federal Credit Union Mobile Application and your mobile device to take and send an Electronic Image of the item. It eliminates the need to deliver the paper item to the Credit Union.

ELIGIBILITY REQUIREMENTS

To be eligible for the Mobile Deposit service, you must meet all of the following minimum criteria:

- You are a member in good standing of the Credit Union;

The Credit Union reserves the right in its discretion to limit or restrict services to any member in accordance with Credit Union policy and applicable law.

SYSTEM REQUIREMENTS AND ENROLLMENT

To use Mobile Deposit, you must have the POPA Federal Credit Union Mobile Application installed. The POPA Federal Credit Union Mobile Application can be downloaded from your device's application store. The Operating System version must be compatible with the latest version of the application. You must also have a mobile device with an enabled camera and service plan that includes data and Internet Access. Third party fees may apply for data and Internet Access. Contact your mobile device carrier for additional information.

By enrolling in the Online Banking or Mobile Banking service or using the Mobile Deposit service, you certify you are an owner, on the accounts represented in your enrollment. You agree that you are and will remain fully responsible for any transactions made by anyone with whom you share your login credentials except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

We reserve the right to modify the scope of Online and Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through these online services. You agree and understand that these services may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

REQUIREMENTS FOR ELECTRONIC IMAGES

Prior to creating an Electronic Image of a check, you must add the words "For Mobile Deposit at POPA FCU Only," your Credit Union account number, and your signature endorsement to the back of the check, or as otherwise instructed by the Credit Union. The Credit Union reserves the right to refuse to accept any check for deposit through the Mobile Deposit service that does not bear the above restrictive endorsement.

An "Electronic Image" must contain: (i) a complete, legible and accurate image of the front of the check showing the name of the drawer/payor, signature(s), the paying bank's pre-printed information, MICR encoded information, the name of the payee and the payment amount information; and (ii) a complete, legible and accurate image of the back of the check showing your signature endorsement.

The following check items are not accepted for deposit through the Mobile Deposit service:

- Items that do not contain the above-described restrictive endorsement.
- Items displaying a "non-negotiable" or "void" notation or watermark.
- Items containing an alteration on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Items dated more than six (6) months prior to the date of deposit.
- Items previously converted to a substitute check or items that are remotely created checks as defined by Federal Reserve Board Regulation CC.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States currency.
- Items with incomplete or illegible information.
- Items that are traveler's checks or savings bonds.
- Items made payable to a third party (i.e., any person or entity other than you).
- Items that are in violation of any federal or state law, rule, or regulation.
- Items that are drawn on your POPA Federal Credit Union account.
- Checks or items prohibited by the Credit Union's current procedures relating to the Mobile Deposit service or are otherwise not acceptable under the terms of your Credit Union account.
- Items with any endorsement on the back other than what is specified in this Agreement.

You agree to follow any and all other procedures and instructions for use of the Mobile Deposit service as the Credit Union may establish from time to time. Failure to do so may result in your transaction(s) not being processed and/or the removal of the Mobile Deposit services. Members under the age of 18 may obtain access to Mobile Deposit services without the consent of the parent/guardian joint owner. However, members under the age of 18 conducting mobile deposits will be subject to a \$500 transaction limit.

TRANSACTION LIMITATIONS

We reserve the right to modify transaction limits from time to time.

PROCESSING ELECTRONIC IMAGES

You agree that the mere scanning and transmitting of an Electronic Image does not constitute receipt by the Credit Union. When you transmit an Electronic Image for deposit we will indicate that we have received it by providing you with a confirmation message. You understand and agree that the receipt of a confirmation message does not mean the Electronic Image will ultimately be accepted by us. All deposits made through the Mobile Deposit service are subject to review and verification by us. We will review each Electronic Image received to determine whether it is eligible for processing. If eligible, we will: (a) present the Electronic Image directly or indirectly to the bank on which the original check is drawn or through which the original check is payable (“Paying Bank”); (b) create a substitute check that we will present directly or indirectly to the Paying Bank; or (c) if we are the Paying Bank, present or post the Electronic Image. If we determine for any reason that the Electronic Image is illegible, incomplete, or otherwise ineligible for processing, we will require you to present the original item for deposit. It is your responsibility to retain the original item for a reasonable period of time to ensure that it is properly credited to your account. The Credit Union is not responsible for errors in Electronic Images that may prevent or delay the deposit of funds into your account. The Credit Union is not responsible for any image that we do not receive for any reason, including transmission interruptions.

We may return or refuse to accept all or any part of a deposit to your Account using the Mobile Deposit service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned. You are solely responsible for paying any overdraft or insufficient funds (NSF) fee charged by the Credit Union or any third party as a result of the Credit Union’s rejection of any item(s), or for any item(s) returned unpaid.”

CUT-OFF TIME AND CREDIT TO YOUR ACCOUNT

Items transmitted using the Mobile Deposit service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC, and therefore longer hold delays may apply to these deposited items.

RECORD RETENTION

It is your responsibility to ensure the safekeeping or destruction of the original item after the item has been transmitted. You should securely store each original check(s) for a period of sixty (60) days after you receive confirmation that your deposit has been accepted. Please note that you are solely responsible for the security and storage of the original checks and you are solely liable for any loss or misappropriation of these checks. Original checks that are no longer stored should be disposed of in a secure manner designed to ensure that they cannot be read or recreated.

HOW TO NOTIFY US IN CASE OF ERRORS

If you believe there has been an error with respect to any original check or Electronic Image transmitted to the Credit Union for deposit, call us at 800.369.7672 or 562.229.9181 or write us at 13304 Alondra Blvd., Cerritos, CA 90703. You will be asked to produce the original item and may be asked to complete a written statement in support of your claim.

MEMBER WARRANTIES AND INDEMNIFICATION

By using the Mobile Deposit service, you represent and warrant all of the following to be true:

- The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Mobile Deposit service.
- No other duplicate images of the original check have been made.
- The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing.
- Any files and images transmitted to the Credit Union will not contain any viruses or any other disabling features that may have an adverse impact on the Credit Union’s network, data, or related system.
- You will not attempt to deposit or otherwise negotiate any original check that you have previously presented to us as an Electronic Image through the Mobile Deposit service. You will not attempt to present a duplicate Electronic Image.

You agree to indemnify, defend and hold the Credit Union, its directors, officers, employees, and agents harmless for any losses, liabilities, damages, claims, costs, or expenses (including reasonable fees) arising from its reliance on these representations and warranties, as well as any of the following:

- Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement.
- Calculation or data entry errors made by you.
- Any material breach of this Agreement or violation of any applicable law, statute, or regulation in the performance of your obligations.
- Your failure to securely maintain your hardware, your security credentials, or to securely maintain or dispose of any original check.

This indemnification will be effective regardless of whether the check accepted for deposit by the Credit Union contained a restrictive endorsement.

This section shall survive the termination of the Mobile Deposit service.

C. ONLINE BANKING DISCLOSURE AND AGREEMENT

SYSTEM REQUIREMENTS AND ENROLLMENT

To use Online Banking, you must have a computer, modem, Internet service, browser, your account number and a password. You may enroll in Online Banking services directly on the public POPA FCU website or via the POPA FCU app.

AUTHORIZATION

You understand that the Credit Union does not make any warranties on equipment, hardware, software or internet provider service, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. The Credit Union is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the internet provider, any related software, or the Credit Union's use of any of them or arising in any way from the installation, use or maintenance of your personal computer hardware, software, or other equipment.

TRANSACTIONS AVAILABLE

By using Online Banking with your user name and password, you can:

- View account/loan balances and history, make payments, transfer funds, and order checks.
- View check images for cleared checks. Limitations may apply.
- View account statements. Limitations may apply.
- Transfer funds between your accounts.
- Transfer to another member's POPA FCU account. Limitations may apply.
- Transfer funds using External Transfers (transfers to and from other financial institutions) via ACH. Limitations may apply. Refer to separate, "POPA Federal Credit Union Electronic External Transfers Agreement".
- Schedule one-time/recurring transfers between your accounts. Limitations may apply.
- Access Bill Pay. Refer to separate, "Bill Pay Service Agreement with POPA Federal Credit Union" and "About Your Accounts, Truth-in-Savings Disclosure and Account Agreement".
- Access Application Center to apply for additional share account and consumer loan. Limitations may apply.
- Stop payment on check(s).
- Request cash advance from your VISA Credit Card account to your share or share draft/checking account.
- Download transaction information to personal financial management software (Excel, Quicken/QuickBooks Webconnect).
- Enroll in E-statements.
- Manage your Profile to change your address, e-mail address, and telephone numbers.
- Communicate directly with POPA FCU via Secure Messaging.
- Customize account alerts.
- Manage your cards to block the card via online banking, cancel, request replacement card, and add travel notice.
- Other features as added.

Available services may be added or canceled at any time.

Transactions involving your deposit account will be subject to your Membership Application & Account Agreement, transactions involving a consumer loan account will be subject to your Loan and Security Agreements and Disclosure Statement, and transactions involving your home equity line of credit will be subject to your Open-End Equity Credit Agreement and Truth in Lending Disclosure.

Members under the age of 18 may obtain access to Mobile Banking services without the consent of the parent/guardian joint owner. However, members under the age of 18 conducting transfers out of their account will be subject to a \$3,000 transaction limit.

LIMITATIONS ON TRANSACTIONS

The following limitations for Online Banking transactions

- You may not wire funds from within Online Banking
- You may not access your IRA account within Online Banking

YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS

ASSOCIATION ACCOUNT - CLUB ACCOUNTS

You are liable for any unauthorized activity on your account unless the unauthorized activity is the result of our negligence or misconduct. Tell us at once if you believe anyone has accessed your accounts without your authority. The error resolution and liability protections

applicable to consumers under the EFT Act and its implementing regulation, Regulation E, do not apply to accounts maintained for business purposes. Please see the Electronic Funds Transfer Disclosure and Agreement section found in the About Your Credit Union Accounts disclosure and agreement.

You are responsible for all transfers you authorize using the Online Banking Mobile Banking service under this Agreement. If you permit other persons to use the Online Banking Mobile Banking service, you are responsible for any transactions they authorize or conduct on any of your accounts. If you notify us that the person is no longer authorized, then we will require reasonable time after you notify us to respond accordingly.

You understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your account or any transaction by an authorized person that exceeds the specific transaction authority you have provided is considered an authorized transaction for which you remain fully responsible.

You are responsible for safeguarding your business, financial and personal data, access codes and other information to prevent unauthorized access to or use of your accounts through the Online Banking Mobile Banking service. Transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions.

