

**CommonWealth One Federal Credit Union
Digital Banking Services Agreement and Disclosure Rev. 07/2021**

This Agreement and Disclosure (this "Agreement") governs the digital banking services offered exclusively to members of CommonWealth One Federal Credit Union. The digital banking services offered include Online / Mobile banking, Bill Payment, and Remote / Mobile Deposit services.

Please read this Agreement carefully and keep it for your records. By subscribing to our digital banking services or by accessing or permitting another to access your account through our digital banking services, you agree to the terms and conditions of this Agreement. This Agreement covers, among other things:

- The Credit Union's obligations to you;
- Your obligations as a user of our digital banking services;
- Limitations on the Credit Union's liability to you; and
- How we may make changes to this Agreement.

Definitions

Throughout this Agreement, the following terms have the given meaning:

"Credit Union", "we" and "us" refer to CommonWealth One Federal Credit Union (hereinafter called "COFCU");

"You" and "your" refer to the COFCU member who is enrolling in digital banking services or is a person you authorize to access your Accounts through digital banking services;

"Account(s)" means your eligible COFCU checking, savings, loan, share certificates and other COFCU products that can be accessed through digital banking services;

"Agreement" means these terms and conditions of the CommonWealth One Federal Credit Union's digital banking services;

"Mobile Banking" means the banking services accessible from the Device(s) you have registered with us for Mobile Banking;

"Online Account" refers to each of your COFCU accounts that you request and we permit you to include in your subscription to COFCU's digital banking services;

"Person" refers to an individual or an entity.

DIGITAL BANKING

By subscribing to COFCU's digital banking services, or by accessing or permitting another to access your subscription to digital banking services, you agree to the terms of service contained in this Agreement. This Agreement is in addition to any agreement (including related fee schedules and disclosures) governing a COFCU account included within your subscription to COFCU's digital banking services (an "Account Agreement"). You should review each Account Agreement for any applicable fees, limitations on the number of transactions you can make, and other terms or conditions that might impact your use of these digital banking services. In the event of a conflict between this Agreement and any Account Agreement, the terms of this Agreement will apply, unless otherwise provided in this Agreement. This agreement covers the online and mobile access to your account(s) with COFCU through digital means.

Accessing COFCU's Digital Banking Services

Access to COFCU's digital banking services may be done via your personal computer or mobile

device.

- To access COFCU's digital banking services via your personal computer, you must have access to a computer (including any necessary related equipment and software) and the Internet (including telecommunications service, a Web browser with standard features, and the ability to receive e-mail at a designated e-mail address). You are solely responsible for acquiring and maintaining your Internet Computer, for assuring that your Internet Computer meets the applicable system requirements at all times, and for all costs associated with your use of the digital banking services.
- To access COFCU's digital banking services via your mobile device, you must download the app from the App store for your device, enroll in the digital banking service, and establish PINs and/or passwords. COFCU's digital banking services may not be accessible or may have limited utility over some network carriers. In addition, the Digital Banking Service may not be supportable for all devices. COFCU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as (but not limited to) data outages or "out of range" issues.

Online Accounts

The Credit Union, in its sole discretion, will designate both the number of accounts that may be included in one subscription for the digital banking services and the specific types of COFCU accounts that are eligible to be Online Accounts, and may change these designations from time to time. To the fullest extent permitted by law, the Credit Union reserves the right to refuse to include any eligible COFCU account within your subscription to the digital banking services.

An Online Account may be either a consumer account or a commercial account. A "consumer" account is an account established primarily for personal, family or household purposes. A "commercial" account is an account established primarily for purposes other than personal, family or household use. Your representation when you open an account that an account is a commercial account or a consumer account is binding and conclusively establishes the nature of the account.

Security Obligations

You are responsible for protecting the confidentiality and security of your digital banking account. In addition to the traditional user ID and password, COFCU's digital banking platform will allow fingerprint ID, Facial Recognition, and one-time password via text as enhanced security measures. You agree to review promptly each periodic statement that you receive from the Credit Union. You understand that anyone who obtains your security measures can access your Online Accounts and the information on the digital banking platform and may initiate transactions on those accounts. If you permit any other person to use your digital banking services, your security measures or other means to access your digital banking accounts, you are responsible for any and all transactions the other person authorizes on any of these accounts and for all online agreements the other person signs or accepts while using COFCU's digital banking services. You agree to implement the necessary controls, balancing and reconciliation functions, and audit procedures to protect Online Accounts from theft or misuse.

You agree to accept responsibility for making sure you understand how to use Digital Banking and that you will contact us directly if you have any problems with Digital Banking. You will accept responsibility for making sure that you know how to properly use your Device and COFCU will not be liable to you for any losses caused by your failure to properly use the service or your Device. We will also not be liable, and you agree to indemnify us for any claims, damages or liabilities if you misuse or misappropriate the Digital Banking service in any manner, or if you use Digital

Banking to commit any illegal or fraudulent act or to violate the right of any third-party.

You agree that, when you use Digital Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to your mobile service provider and that this agreement does not amend or supersede any of those agreements. You understand that those agreements may include fees, limitations and restrictions which might impact your use of Digital Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interactions with Digital Banking), you agree to be solely responsible for all such fees, limitations or restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

As a security precaution, the Credit Union may use less than the full account number to identify any of your Online Accounts within the digital banking platform or any alerts that the Credit Union sends to you. If the Credit Union chooses to do so, each Online Account will be identified by a name or nickname you have designated for it and/or the last four digits of the account number (such as "My Checking / ****9999").

COFCU's Digital Banking Services Description

COFCU's digital banking services provide access to your COFCU account(s) through either a personal computer or mobile device. From either channel, you may perform certain banking functions and obtain certain account information on your COFCU accounts. From time to time, the Credit Union may add, eliminate, or otherwise modify the terms or features of any Services. When the Credit Union makes any such change, it may make available Online Terms for that Service, and the new or modified Online Terms for that Service will become part of this Agreement.

Not all of the Services are available for or applicable to all types of COFCU accounts. The Credit Union, in its sole discretion, will determine the specific types of COFCU accounts for which any particular Service is available or applicable, as well as the terms on which each Service is made available or applicable to any specific type of account. From time to time, the Credit Union may change the types of COFCU accounts for which any particular Service is available or applicable. The Credit Union reserves the right, to the fullest extent permitted by law, to refuse to make any particular Service available or applicable to any of your Online Accounts, even though the Service is available or applicable to COFCU accounts that are the same type of account as your Online Account.

A. Account Information

You may use this Service to obtain balances and other information about those of your Online Accounts for which this Online Banking is available ("Online Account Information"), and to download Online Account Information, subject to the following terms and conditions:

- a. Online Account Information is provided as a convenience to you for tracking purposes only. The Online Account Information may not reflect transactions that have not yet been completed or settled, and is not the official record for any Online Account. Because the balance of some Online Accounts is subject to change at any time, the Online Account Information may become quickly outdated.
- b. The Credit Union does not guarantee either (i) the availability or accuracy of any Online Account Information, or (ii) your ability to download and/or store any Online

Account Information.

- c. The Credit Union will not be liable for damages of any kind arising from (i) your inability to access any Online Account Information, (ii) inaccurate content in, or your use of or reliance on the contents of any Online Account Information, or (iii) your inability to download and/or store any Online Account Information.
- d. You undertake any downloading and storage of Online Account Information at your own risk. If you download Online Account Information, you are responsible for maintaining the security and confidentiality of that information, and you assume all risk that any downloaded Online Account Information may be accessed by unauthorized third parties, including any person you allow to access your Software. We are not responsible for the security and confidentiality of any Online Account Information that you download using wireless connections, which may permit other persons to access the Online Account Information being downloaded. You accept full and sole responsibility for any damage that might occur to your Internet Computer, your Software, or any other equipment or software in connection with the downloading and storing of any Online Account Information, including the loss or corruption of any data.

B. Transfers between Online Accounts

You may use this Service to transfer funds between those types of your Online Accounts for which this Service is available, subject to the following restrictions and conditions:

- a. COFCU limits withdrawals from money market accounts. Each transfer from a money market account using Digital Banking is counted as one of the six limited transactions permitted during each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. Transfers to pay COFCU loans do not count toward the limit.
- b. The Credit Union, in its sole discretion, will designate both the specific types of Online Accounts to and from which transfers are permitted to be made and the kinds of transfers that may be made. From time to time, the Credit Union may change this designation for any type of account.
- c. In addition to making transfers that are effective immediately, you also may make future-dated transfers, either one-time or recurring, from designated types of Online Accounts.
- d. Transfers to and from COFCU deposit accounts will be reflected immediately in the available balance for each deposit account. Transfers to a COFCU credit card account, or COFCU loan account may not be reflected in the balance for that account provided through COFCU's digital banking services until the Business Day after the transfer is posted. Transfers to and from other kinds of accounts at other financial institutions may not be reflected immediately in the available balance or posted balance for those accounts.
- e. A transfer request is not necessarily received by the Credit Union when you transmit the request. Your Internet Computer or your Software may prevent or interrupt the Credit Union's receipt of your transfer request. You should not assume that a transfer request has been received by the Credit Union unless you receive an electronic confirmation from the Credit Union.
- f. Your ability to transfer funds from certain accounts may be restricted or limited by either federal law or the terms of the Account Agreements. Please check your Account Agreements for transfer limitations.
- g. Your ability to transfer funds between certain Online Accounts may be limited by your Software or the manner in which you use your Software.

- h. The Credit Union reserves the right to limit the type, frequency and dollar amount of transactions and transfers from your Online Accounts for security reasons.

C. Secure Electronic Mail with the Credit Union

You may use this Service to send and receive secure electronic messages to and from the Credit Union. In order to use this Service, you must be logged in to COFCU's digital banking services. From time to time, the Credit Union may send unsecured electronic mail to your e-mail address to notify you that certain information is available. The Credit Union will not ask you to send personal information, such as account numbers and passwords, to the Credit Union in an unsecured e-mail. If you wish to send personal information to the Credit Union, you should send a secure message using this Service. You should never send personal information in an unsecured e-mail.

The Credit Union may not immediately receive electronic mail that you send. Therefore, do not rely only on electronic mail if you need to communicate with the Credit Union immediately. If you need to contact the Credit Union immediately, use the contact information provided on the Credit Union's Web site. The Credit Union will not take actions based on your electronic mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act.

D. Alerts

You may request the Credit Union to send you any of the alerts made available through this Service. The Credit Union may add new alerts or discontinue existing alerts at any time. We will send alerts to the mobile phone number via SMS (text message), push notifications, or email address(es) you provide. You are responsible for ensuring that your mobile phone number or email address(es) are correct.

Your receipt of any alert may be delayed or prevented by your internet service provider or other third parties. The Credit Union does not guarantee either the delivery or the accuracy of the contents of any alert. The Credit Union will not be liable for damages of any kind arising from non-delivery, delayed delivery, wrong delivery of an alert, inaccurate content in an alert, or your use of or reliance on the contents of any alert for any purposes. Because the balance of some Online Accounts is subject to change at any time, the information provided in any alert may become quickly outdated. Alerts are not encrypted. You acknowledge that, although the Credit Union may show less than the full account number for any of your Online Accounts in an alert, the alert may include your name and some information about your Online Accounts. Depending on where you instruct us to send your alerts, anyone with access to your mobile phone number or e-mail account may be able to view the contents of these alerts.

You are responsible for any charges imposed by your internet service or mobile service provider to receive text alerts.

Equipment & Software

You may choose to use a third party's financial management software, such as Quicken® or QuickBooks® (your "Software") in connection with these digital banking services. You are responsible for obtaining and maintaining a valid and separate license agreement with the provider of your Software. The Credit Union is not responsible for any losses related to errors, failures, misapplications, or malfunctions of your Internet Computer or your Software, or to any computer virus or malicious software affecting your Internet Computer or Software. In the event of any conflict between this Agreement and any material provided with your Internet Computer or

Software regarding the Credit Union's obligations to you, the terms of this Agreement will apply.

COFCU does not guarantee that your Device or mobile phone service provider will be compatible with Digital Banking.

Mobile phones and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third-party. COFCU will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. COFCU will also not be responsible if any non-public personal information is accessed by Digital Banking due to any of the above-named viruses residing or being contracted by your Device at any time or from any source.

Fees and Data Rates

We do not charge a fee for Digital Banking. Standard data rates from your mobile service provider may apply. We are not responsible for any fees or charges imposed by your mobile service provider or any other third-party.

GENERAL PROVISIONS FOR DIGITAL BANKING PLATFORM

Your Liability

You represent that you are the legal owner of the Accounts and other financial information which may be accessed using COFCU's digital banking platform. You are responsible for all transfers and payments you initiate or authorize using this service. You are responsible for providing COFCU with accurate, current and complete information within the digital banking platform and that you must provide such information to us for the purposes of using our digital banking platform. If you disclose your user IDs, PINs and/or passwords, you will have authorized that person to access your digital banking account and you are responsible for any transactions that person initiates or authorized from your accounts and any agreements or disclosures that person accepts or acknowledges electronically through the digital banking platform.

Notify the Credit Union at once if you believe any of your online accounts have been accessed, any of the account login credentials have been used without your authorization or if any periodic statement shows a transaction on an online account that you did not initiate.

Credit Union's Liability

The Credit Union is responsible for any damages you incur in connection with any Online Account if the damages were directly caused by the Credit Union's failure to complete any transfer or bill payment you have properly requested through COFCU's digital banking services in accordance with this Agreement, the applicable Account Agreements, and applicable law. However, the Credit Union will not be liable under certain circumstances, including:

- If, through no fault of the Credit Union, you do not have enough money in the Online Account to complete a transaction from that account;
- If the amount of the transfer would exceed the amount of available credit under any overdraft protection line of credit for the related Online Account;
- If you have not properly followed instructions provided in connection with your Internet Computer or Software, if your Internet Computer fails to meet the Technical Standards

- required to access and use COFCU's digital banking services or if your Internet Computer or Software fails or malfunctions;
- If you have not complied with the Credit Union's instructions in this Agreement (which includes the Online Terms) on how to make the transfer or bill payment;
 - If the Credit Union has not received complete, correct, and current instructions so that the Credit Union can make the requested transfer or bill payment;
 - If you do not authorize a transfer or bill payment soon enough for your payment to be received by the payee by the time it is due, or you schedule a payment to be made after its due date;
 - If withdrawals from the applicable Online Account have been prohibited by a court order such as a garnishment or other legal process;
 - If your Online Account is frozen because of dispute about ownership;
 - If your Internet Computer, your Software, or COFCU's digital banking platform was not working properly and you knew about this problem when you attempted to authorize a transfer or bill payment;
 - If circumstances beyond the Credit Union's control prevent making a transfer or bill payment, despite reasonable precautions that the Credit Union has taken. Such circumstances include, without limitation, conflicts with federal or state law or regulation, acts of civil or military authority, national emergencies, insurrection, war, riots, labor difficulties, natural disasters, acts of God, weather conditions, flaws in your Software or Internet Computer, equipment failure or malfunction, material shortage, or failure or malfunction of power, communication or transportation;
 - If the Credit Union stops the transfer or bill payment because it has reason to believe that a transaction has not been properly authenticated or is fraudulent;
 - If the Credit Union's failure was not intentional and resulted from a bona fide error, notwithstanding its procedures to avoid such error, except for actual damages, which, to the extent permitted by applicable law, do not include indirect, incidental, consequential, special, exemplary or punitive damages, including attorneys' fees and lost profits, even if advised of the possibility of such damages.

There may be other exceptions to the Credit Union's liability as stated in this Agreement and your Account Agreements and as provided by applicable law. Except as otherwise provided by applicable law, neither the Credit Union, its service providers, nor their respective affiliates shall be liable to you or any other person under any circumstances for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, including attorneys' fees and lost profits (even if advised of the possibility of such damages) that arise in any way out of your use of COFCU's digital banking services or the installation, use, or maintenance of your Internet Computer or Software.

Limitations of Liability

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OF THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OR ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF COFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

ERROR RESOLUTIONS AND QUESTIONS ABOUT DIGITAL BANKING

In case of errors, suspected security breaches, or questions about transactions initiated through the digital banking services to include Online or Mobile banking, please contact Member Services by using one of the following methods:

- Telephone us at: 703.823.5211 or 800.424.3334
- E-mail us: Through the digital banking platform's secure email channel *
- Write to us at: CommonWealth One FCU
PO Box 9997
Alexandria, VA 22304-0797

*** Note: Please do NOT include account numbers or other non-public personal information in any emails to cofcu@cofcu.org. Information that is non-public personal information should always be sent securely through the digital banking platform's secure email channel.**

Additionally, if you believe that any of your login credentials (user ID, PIN and/or passwords) are subject to unauthorized use or that an unauthorized transaction may be or has been made from any digital banking account, you agree to contact COFCU immediately via one of the methods above and to take any reasonable action(s) requested by COFCU to prevent further unauthorized transactions to any of your digital banking accounts including changing your PIN and/or password.

Technical Standards

In order use COFCU's digital banking services, you must be (1) a member of COFCU, and (2) enrolled in COFCU's digital banking services. In addition, to access, view, and retain electronic communications that we make available to you, you must be able to access the Internet. To view your periodic account statements, you must be enrolled in the digital banking services and be able to log in with your username and password. Viewing your statements via Online Banking does not require additional software. However, some of our forms, disclosures, or promotional materials may require Adobe Acrobat Reader or a word processing program to view. Adobe Acrobat Reader is available online at no cost to you. It is your responsibility to maintain the technology needed to continue to access the Online banking platform and view your statements and other documents. In the event that these technical (hardware and software) requirements change, COFCU will notify you through our website and/or by email. For Mobile Banking, a mobile device, and data service from a mobile service provider is required.

Unavailability of Services

You understand and agree that the digital banking services may at times be temporarily unavailable due to planned system maintenance or unexpected technical difficulties. In the event of any of the services included in our digital banking platform are unavailable, you acknowledge that continuation of services may be possible at our branches or through ATM, or by mail in the interim. We will provide notice of planned system maintenance via our website.

Fees

Fees for COFCU's digital banking services are reflected on the Fee Schedule posted on the website ([Fee Schedule | Credit Union VA Washington D.C. | CommonWealth One \(cofcu.org\)](#)). You authorize COFCU to deduct any applicable fees from your primary account. If the funds in your Account from which any digital banking fee is to be deducted are insufficient to pay the fees, you authorize the Credit Union to deduct these fees from any other account you have with the Credit Union. The Credit Union may revise its schedule of fees and service charges for digital banking services to add, remove, increase or decrease the amount of, or otherwise revise any

fee at any time, with proper notice as required by law. In addition to the fees provided in this Agreement, the service charges and fees provided for in the Account Agreement for each Online Account will continue to apply.

Confidentiality of Information about COFCU's Digital Banking Accounts

We may disclose information to third parties about your digital banking accounts, transfers, bill payment and other services you request through the digital banking platform in the following situations:

- When it is necessary for completing transactions you have requested;
- When it is necessary to activate or provide digital banking services to you;
- In order to verify the existence and condition of your account to a third party, such as a consumer reporting agency or other credit bureau, or a Biller;
- In order to comply with a governmental agency or court order;
- In order to prevent or remedy fraud;
- As permitted by applicable law; and
- If you give us your written permission.

For more information about our privacy practices, please review our Privacy Notice, which describes our practices for using information about consumer accounts. We may modify this document from time to time and the current version is available on our website (www.cofcu.org).

Business Days and Hours of Operation

For the purposes of this Agreement, the term "Business Day" means Monday through Friday, 8:00am and 6:00 pm Eastern Time (ET), excluding all holidays recognized by the federal government. You can use COFCU's digital banking platform and services 24 hours a day, seven days a week, subject to regular daily maintenance periods and any special maintenance periods.

Changing this Agreement

The Credit Union may change this Agreement from time to time as follows:

- Changes to the digital banking services terms and changes necessary to maintain or restore the security of the digital banking platform or your online accounts may be made immediately and without prior notice to you.
- For changes that result in increased fees for, fewer types of, stricter limitations on the dollar amount or frequency of, or increased liability to you for transfers or bill payments through the digital banking platform, the Credit Union will notify you prior to the change, as required by applicable law.

Any change will begin to apply upon the effective date of the change and will apply only to your future use of COFCU's digital banking services. Your continued use of the digital banking platform and services following the effective date of a change signifies your acceptance of the change.

Security

You agree to take every precaution to ensure the safety, security and integrity of your account, transactions and login credentials when using COFCU's digital banking services to include but not limited to online or mobile banking. You agree to not provide any of your access information to any unauthorized person. If you permit other persons to use your COFCU digital banking services, you will be held responsible for any transactions they authorize and COFCU will not be liable for any damages resulting to you.

If you believe that unauthorized access and/or transactions have occurred on your COFCU

accounts through the digital banking platform, contact us immediately at 703.823.5211 or 800.424.3334. For a description of responsibilities and liabilities with respect to unauthorized transactions review the appropriate sections of your account's Deposit Agreement.

Termination

Either you or the Credit Union may terminate this Agreement in its entirety or with respect to any one or more services at any time upon written notice to the other party. We reserve the right to refuse or cancel your enrollment in COFCU's digital banking services if we cannot verify your identity or confirm information about you. You also may terminate this Agreement in its entirety or any one or more services at any time by contacting us. If you terminate COFCU's digital banking services, you authorize us to continue making any transfers you have previously authorized through the digital banking platform until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice we will make no further transfers from your online accounts, regardless of whether you previously have authorized them through digital banking. If the Credit Union terminates your use of digital banking services, the Credit Union reserves the right to make no further transfers or bill payments from your online accounts, including transfers or bill payments you previously have authorized through the digital banking platform. The provisions of this Agreement that relate to any obligation of liability arising prior to termination, or the resolutions of any dispute regarding such obligation or liability, shall survive termination of the Agreement.

Changes to your Contact Information

It is solely your responsibility to assure that the contact information you have provided to us in connection with your use of COFCU's digital banking services is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. You may make changes to your user login credentials, email address or some of your contact information by logging into the digital banking platform. To change other contact information, you must contact the Credit Union. The Credit Union shall have no liability for any payment processing errors or any fees you may incur as a result of inaccurate or outdated contact information for you.

Governance and Force Majeure

The validity, construction and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of laws, and by applicable federal laws and regulations. To the extent permitted by applicable law, if any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and, if practicable, the invalid or unenforceable provision will be reformed to achieve its intended purpose. The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Credit Union. No delay or omission on the part of the Credit Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver by the Credit Union on any one occasion shall not be construed as a bar or waiver of its rights or remedies on future occasions. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. COFCU shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond COFCU's reasonable control. You agree to be liable to the Credit Union for any liability, loss or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia as applied to contracts entered into solely between

residents of, and to be performed entirely in, such Commonwealth. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Virginia law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

Assignment and Service Providers

You may not assign this Agreement or your rights or responsibilities under this Agreement to any other party, and any attempted assignment shall be null and void. The Credit Union may assign this Agreement to any affiliated entity or any successor. The Credit Union also may assign or delegate any or all of its rights and responsibilities under this Agreement to one or more independent contractors or other third-party service providers, and any rights or responsibilities so assigned or delegated may be exercised or enforced by either the Credit Union or its service provider. Any reference in this Agreement to the Credit Union also shall be considered a reference to any service provider performing services under this Agreement on behalf of the Credit Union.

Exclusions of Warranties

All of the Services available through COFCU's digital banking platform are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

Notices and Disclosures

Unless otherwise required by law, we may provide notices and disclosures (hereinafter called "notice") to you either by mail or electronically; you must affirmatively consent and reasonably demonstrate an ability to receive electronic communications. If we choose to provide the notice to you by mail, we may mail it separately or with other information to any address on our records for you. If we choose to provide notice electronically, we may send the notice either (i) to one or more of the e-mail addresses we have in our records for you or (ii) through secured messaging in so that you receive the notice when you log in to the digital banking platform. You accept responsibility to assure that the contact information in your digital banking profile and our account records are always current and accurate.

Amendments

The Credit Union may amend this Agreement at any time. You will receive notice of any such amendments in accordance with applicable law.