

**BETHPAGE FEDERAL CREDIT UNION  
DIGITAL SERVICES - ONLINE AND MOBILE BANKING AGREEMENT**

PLEASE READ THIS DIGITAL SERVICES – ONLINE AND MOBILE BANKING AGREEMENT CAREFULLY. BY ACCESSING THIS SITE OR ACCESSING OR USING ANY DIGITAL SERVICES (AS DEFINED BELOW) YOU AGREE TO BE BOUND BY THIS AGREEMENT, AS FURTHER DESCRIBED BELOW. THIS AGREEMENT IS SUBJECT TO CHANGE AND ANY CHANGES WILL BE INCORPORATED INTO THIS AGREEMENT AS PROVIDED IN “CHANGES TO THIS AGREEMENT” BELOW. IF YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO ACCESS OR USE THIS SITE OR ANY DIGITAL SERVICES.

**INTRODUCTION**

Welcome to Bethpage Federal Credit Union. The terms “we”, “our”, “us”, “BFCU” “Bethpage”, “Credit Union” mean Bethpage Federal Credit Union and its applicable subsidiaries and affiliates that we use to provide you with the services described in this Agreement or any Addendum (each as defined below). “You”, “your”, “User” mean the member(s) of Bethpage and all joint owners and authorized signers on the account at Bethpage. The Bethpage Digital Services – Online and Mobile Banking Agreement, hereafter referred to as this **“Agreement”**, provides the terms and conditions governing your use of the digital products and services offered through our digital channels, and, available, as applicable, through our banking website(s) and/or mobile application(s) (collectively referred to as the **“Digital Services”**).

**RELATIONSHIP TO OTHER BETHPAGE ACCOUNT AGREEMENTS**

The terms of this Agreement are in addition to, and supplement, all other agreements, terms, conditions, disclosures and fee schedules provided to you separately for your accounts; which continue to govern your accounts. This Agreement is also supplemented by Addendums that contain additional disclosures, terms and conditions for specific Digital Services, which Addendums form part of this Agreement for purposes of such Digital Services.

Capitalized terms used but not defined in this Agreement have the meanings ascribed to such terms in the Member Account Agreement.

If there is any conflict between the provisions of this Agreement and any Addendum, the terms of the Addendum will apply solely with respect to the applicable Digital Service.

**HOW TO ACCESS CERTAIN REFERENCED DOCUMENTS**

The following internet addresses (URL’s) may be used to access certain documents referenced in this Agreement.

- Business member ACH transfer service – [lovebethpage.com/BusinessACH](http://lovebethpage.com/BusinessACH)
- Bill Pay Agreement - [lovebethpage.com/BillPayAgreement](http://lovebethpage.com/BillPayAgreement)
- Person To Person Transfer Terms And Conditions Addendum - [lovebethpage.com/PersontoPerson](http://lovebethpage.com/PersontoPerson)
- Digital Deposits – RDC - [lovebethpage.com/RDCAgreement](http://lovebethpage.com/RDCAgreement)
- Digital Services online & mobile banking agreement - [lovebethpage.com/DigitalAgreement](http://lovebethpage.com/DigitalAgreement)
- Member Account Agreement, Consumers – [lovebethpage.com/consumerMAA](http://lovebethpage.com/consumerMAA)
- Member Account Agreement, Business – [lovebethpage.com/businessMAA](http://lovebethpage.com/businessMAA)
- Privacy Policy – [lovebethpage.com/privacy](http://lovebethpage.com/privacy)

**AGREEMENT CONTROLS:**

Both you and Bethpage will be bound by this Agreement. If there is a conflict between this Agreement and something communicated – whether orally or in writing - by our personnel or our Service Providers, this Agreement controls. If we approve your request to use our Digital Services, you agree to

abide by the terms and conditions of this Agreement. Please read carefully before you register and save or print a copy for your records.

## CONTACT INFORMATION

Unless specified in other sections, the following contact methods are available if you have any questions about this Agreement or need to contact us for matters related to Digital Services.

- Phone: 1-800-628-7070, check our website or Mobile App (as defined below) for our Telephone Service Center hours of operation.
- Branches: Find a location near you and hours of availability by using our website Branches and ATM locator tool or Mobile App.
- Write us at: P.O. Box 127, Bethpage, New York 11714, Attention: Operations and Risk.

## DEFINITION OF TERMS AND SERVICES REFERENCED IN THIS AGREEMENT

1. ***“Account Aggregation”*** refers to a service that consolidates information from accounts including those at other institutions into a comprehensive view within Online Banking and Mobile Banking.
2. ***“Addendum”*** refers to disclosures and additional terms and conditions applicable to specific Digital Services. Addendums form part of this Agreement.
3. ***“Bill Pay”*** is a digital service where you can authorize and schedule payments to payees you designate. (See *Addendum Bill Payment Agreement for additional terms and conditions*)
4. ***“Business Days”*** are all days except Saturday, Sunday and federal holidays.
5. ***“Digital Deposits”*** refers to deposits using *“Remote Deposit Capture”* or *“RDC”*. RDC allows you to make check deposits using your mobile or tablet device with our Mobile App or make check deposits by scanning and uploading the check image through your computer in Online Banking. (See *Addendum Digital Deposits (Remote Deposit Capture) for additional terms and conditions*)
6. ***“External Transfer”*** refers to the transfer of funds to or from your authorized account, to or from another financial institution. (See *Addendum Digital Deposits Business Member ACH External Transfer Service for additional terms and conditions*)
7. ***“Fingerprint ID”*** refers to technology that uses a fingerprint recognition feature that may be used to authenticate your identity for access to Digital Services.
8. ***“Funds Transfers”*** includes Internal Transfers between certain accounts, Business Account External Transfers, Person to Person Transfers and outgoing Wire Transfers.
9. ***“Internal Transfer”*** refers to the transfer of funds to or from your authorized account, to or from another Bethpage account.
10. ***“Online Banking”*** and ***“Mobile Banking”*** allow electronic access to your accounts and related select services within our online banking portal or mobile banking application (***“Mobile App”***) through an internet enabled computer or mobile device, as applicable. The Mobile App can be downloaded directly from the iTunes App Store, the Google Play Store and/or via a link we may provide you.
11. ***“Person to Person”*** and ***“P2P”*** refer to an electronic transfer that allows you to transfer funds from your checking, savings or money market account to another individual's account via Online Banking or Mobile Banking. (See *Addendum [PayAnyone] for additional terms and conditions*).
12. ***“Payee”***, ***“Third Party”***, or ***“Recipient”*** refer to the merchant, vendor or person you identify to receive a payment from you as the sender, to be debited from your account.
13. ***“Sender”*** is the Bethpage account holder that initiates and authorizes a transfer of funds from your Bethpage account to a payee or other person's account.

14. **“Service Provider”** refers to third party licensors of software and/or systems used to provide the Digital Services and service providers we contract with to provide certain services such as for Bill Pay, Person to Person transfers, Digital Deposits and Account Aggregation services.
15. **“Wire Transfer”** refers to the transfer of funds from your authorized account for credit to an account of a recipient or beneficiary at another financial institution.

Other terms may be defined throughout this Agreement and Addendums as appropriate.

## DESCRIPTION OF DIGITAL SERVICES COVERED IN THIS AGREEMENT

### General Information:

Digital Services include all content, information, communications, features, products and services available to you after you register for Online Banking and Mobile Banking. You can view account balances, transaction details, payments made, payments due and other information associated with your accounts, as well as perform certain transactions such as those defined in the previous section.

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 Banking 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.

In addition to the terms and conditions described in this Agreement, the Addendums include additional disclosures, terms and conditions to which you are bound if you use the applicable Digital Services, and you continue to be bound by all other terms and conditions previously provided for your account(s).

### Account Notifications:

Bethpage offers both security notifications and optional notifications you can set up for information about your account and transactions (e.g., balances, last transactions, low balance and other information about your transactions or account status). Optional account notifications that you select are generally processed within one (1) business day after receipt of your selection, and timing may depend on the type of alert selected and your timing preference. Certain optional Mobile App notifications can be set within the Mobile App.

Security notifications are provided for your protection when certain changes are made such as password and user ID updates, changes to your contact information or the addition of a new Bill Pay payee. Information for both security notifications and optional notifications will be delivered to you based on your choice to receive either text (SMS) messages, Mobile App push, or email messages for notifications. In order to receive notifications via text message, your mobile device must be subscribed to a wireless service, and you must be able to receive text messages using your mobile device and your carrier's service. **PLEASE NOTE: Depending on your wireless service plan, message and data rates may apply.**

By signing up to receive optional account notifications, you consent to delivery of such messages in the format you selected (such as text, Mobile App push notification, or email message). By signing up to receive text messages, you consent to receive SMS notifications and/or text messages from or on behalf of Bethpage to the mobile phone number you have provided. These SMS notifications, Mobile App push notifications and/or text messages will be solely in connection with information regarding your account and/or transactions. For additional information about consent to receive communications, please refer to your Member Account Agreement, “MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS” section.

For both security notifications and optional notifications, you are responsible for notifying us of any changes to the email or mobile device to which messages are sent. Your full account number will not be included in these types of messages. However, the information may contain our name and information about your accounts. Anyone with access to your email or mobile device may be able to view the contents of the message. It is your responsibility to secure your mobile device and your email account and to protect your user ID and password.

Account notifications are an informational tool only, and may not reflect real time information or pending transactions. You should not rely solely on these notifications for managing your account or informing you of your account status. You agree that we will not be liable for any delays, failure to deliver or for any errors in content or for any actions taken or not taken by you or any third party in reliance on an account alert. If you require additional details about a transaction or the status of your account, you should sign on to Online Banking or Mobile Banking or contact us as described in the Contact Information section of this Agreement.

You may also receive certain notifications for specific transactions that take place with respect to your account that you do not initiate, such as Internal Transfers posted to or from your account.

#### **Fingerprint Authentication:**

Mobile Banking supports authentication using your fingerprint as Fingerprint ID. Once authenticated, you can choose to log into the Mobile App using your Fingerprint ID in lieu of entering your user ID and password. If your mobile device offers this functionality, you may enable it directly through your mobile device settings. **IMPORTANT:** Please remember once you enable fingerprint authentication for Mobile Banking, anyone with a fingerprint stored on your device will have access to your account. You can turn off this feature in your mobile device settings at any time.

## **LICENSE AND INTELLECTUAL PROPERTY**

### **License and Restrictions**

Subject to the terms and conditions of this Agreement, Bethpage hereby grants you a limited, nontransferable, nonexclusive, terminable, non-sublicensable, personal license to access over the Internet and use the Digital Services only as expressly permitted under this Agreement and any applicable Addendums. Bethpage may revoke, restrict, suspend, or terminate this license for any reason or no reason in its sole discretion.

Some of the software Bethpage uses to provide the Digital Services is licensed from Service Providers. Bethpage and, to the extent applicable, such Service Providers, shall retain all right, title, and interest in and to the Digital Services and any modifications and updates thereto, and all rights not expressly granted to you herein are reserved by Bethpage and its applicable Service Providers.

You will not directly or indirectly license, sell, lease, otherwise transfer, copy, distribute, alter, modify, disassemble, decompile, reverse engineer, otherwise attempt to derive the source code of, or interfere with the operation of any part of the Digital Services, nor will you access or use, or attempt to access or use, the Digital Services to take any action that: (i) violates Bethpage's and its Service Providers' rights in the Digital Services or any content contained therein; (ii) violates any applicable law; or (iii) that could harm Bethpage, its Service Providers, or any third party.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

### **Intellectual Property**

All content, including but not limited to the information, materials, text, software, computer code, scripts, graphics, images, photos, sounds, music, video, and interactive features appearing on the Digital Services and the trademarks, service marks and logos contained therein, are owned by or licensed to Bethpage. The Digital Services may contain intellectual property owned by third parties, including but not limited to, business partners, licensors, licensees, and Service Providers. The products, services, technology, or processes described in the Digital Services may be the subject of other intellectual property rights reserved by Bethpage, Service Providers, or other third parties.

Any unauthorized use of the content contained within or materials available through the Digital Services may violate copyright, trademark, unfair competition, false advertising, privacy, and other laws, and may infringe upon the rights of Bethpage, its affiliates, Service Providers, and/or their respective licensors. Except as expressly provided in this Agreement, nothing contained herein shall be construed, under any theory, to confer any license or right to any intellectual property of Bethpage, its affiliates, its Service Providers, or any third party.

## **REQUIREMENTS FOR DIGITAL SERVICES REGISTRATION**

### **General Technical Requirements:**

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 Banking and Mobile Banking. You are responsible for the installation, maintenance and operation of all software and hardware. Bethpage 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. For more information on hardware and software requirements, see “Hardware and Software Requirements”.

### **Authorized Access:**

When you register for Bethpage Digital 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 Digital Services. Your password for Digital Services 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 Banking 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 Digital 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 of 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 Bethpage 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 Bethpage directly for assistance.

## **INTERNAL TRANSFERS**

With respect to internal transfers between Bethpage accounts ("Internal Funds Transfer Services"), expressly excluding the following transfer types, which are governed under separate addendums or agreements: Wire Transfers, Bill Payment Transfers, and Person to Person Transfers, the following shall apply.

### **General Information**

When you access or use the Internal Funds Transfer Services function through Online Banking or Mobile Banking, you will be prompted to select the type of transfer and provide required transfer information. There are no fees for these Internal Funds Transfer Services. Transfers are generally processed immediately or on the day you scheduled the transfer to take place. Transfers scheduled in advance may be cancelled or edited prior to the transfer date.

We reserve the right to impose a frequency or dollar limit on transfers, or to refuse to make any transfer between certain accounts. We are obligated to notify you promptly if we decide to refuse to complete your transfer instruction, unless you attempt to make transfers that are prohibited under any Bethpage agreement governing use of the Internal Funds Transfer Services for your account or prohibited under federal or state laws. This may include limits on the number of transfers from savings and money market accounts as mandated by federal law.

### **Internal Transfers – Same Ownership**

You may transfer funds between your Bethpage accounts with like ownership titles or transfer funds to make a payment to eligible Bethpage loan accounts (excludes credit card payments). You may initiate a onetime transfer or schedule a transfer or series of transfers in advance. There is currently no transfer amount limit.

### **Member to Member Transfers**

You may transfer funds from your Bethpage account to another Member's checking or savings account at Bethpage. You can also set up transfer account information for another Member that can be saved and selected for future transfers. To protect the privacy and security of our members, you should obtain permission and verify the account number, email address and confirm the exact name and spelling with the other Member. You will be required to enter the other Member's last name and account number in order to set up a link to the other Member's account to initiate a transfer. Once you set up the link to the other Member's account, you can initiate a transfer immediately, or schedule a transfer for a future date. A notification confirming the transfer instructions will be sent to both you and the Member receiving the funds by email (to the extent there is an email address associated with the account). The transaction on the periodic statement for both the sender and receiver will show the amount of the transfer and both account numbers for the credit ("TO" account) and the debit ("FROM" account).

You understand that you may only transfer funds into the account you establish and you cannot receive funds from the account(s), nor will you have access to any information regarding the other Member's account, other than name and account number. The person receiving the funds will see your account number on their periodic statement and online for the transfer. You agree and accept responsibility for obtaining permission from the Bethpage account owner to send funds to their account using this service.

#### **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.

#### **PRIVACY POLICY**

For information about how we use and protect information you provide us through our Digital Services and your rights to opt out of certain information sharing, please read our Privacy Policy and Consumer Privacy Notice available online at [lovebethpage.com/privacy](http://lovebethpage.com/privacy), or through the following online page links under the CONTACT US section:

- Desktop – Bottom of page, Privacy Policy.
- Mobile App – Select the "more" button on the bottom of the page and then "Legal" and expand the CONTACT US section.

#### **Your Use of Third Party Software:**

If you use and authorize third party software such as Quicken, Turbo Tax or other account management software to access information for your Bethpage accounts, we are not responsible for data, reports or any other information produced by such software.

#### **Links to Third Party Websites:**

Links to non-Bethpage websites are provided solely as pointers to information on topics that may be useful. Please review the Third Party Website section of our Online Privacy Policy for additional information, available as described in the PRIVACY POLICY section above.

#### **REQUIREMENTS AND LIMITATIONS OF USE**

- Funds transfers using any of our Digital Services including Bill Pay, Person to Person Transfers, Electronic Funds Transfers and Wire Transfers must be sent to a payee located within the United States and U.S territories.
- Funds transfers using any of our Digital Services are subject to restrictions and policies defined in your Member Account Agreement, including but not limited to: internet gambling prohibition, maintaining adequate funds in your available balance to cover your transactions, and any and all other terms and conditions governing your account(s) with us.
- Transfers made using Digital Services are included in the calculation of the maximum number of permissible transfers to third parties from Savings and Money Market accounts (no more than six (6) transfers in a statement period), as described in your Member Account Agreement.
- You may not use any of our Digital Services if you know or are informed that the service is malfunctioning or not operating.
- You are responsible for ensuring you have funds available for all payments you authorize.
- If you do not use our Digital Services for more than 365 consecutive days, we may disable access to your accounts online. You may reactivate the Digital Services by contacting us. You may be required complete the registration process again.
- You may also contact us to cancel, restrict or disable access to Digital Services, understanding that these actions will apply to Online Banking and Mobile Banking access to accounts for all Digital Services and transactions.
- Additional limitations for specific services such as Funds Transfers, Bill Payments, Person to Person Transfers and Digital Deposits may be defined elsewhere in this Agreement or the applicable Addendums, or at the time of your online transaction.
- We may suspend your access to any or all of the Digital Services at our discretion and without advance notice to you. Without limiting the above, we may suspend access at any time without notice to you if for example, we suspect fraudulent activity may be occurring or has occurred; if you may have violated or may be in violation of any law or regulation, this Agreement or any Addendum; or suspension may be reasonable or necessary in order to protect Bethpage or our Service Providers from harm or compromise of integrity, security, reputation, or operations.

#### **ONLINE AVAILABILITY AND TIMEFRAMES**

Digital 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.

#### **Cut-Off Times**

Cut-off times for same day processing depend on the particular Service used. More information on cut-off time may be made available on or through the applicable Service.

#### **YOUR RESPONSIBILITY**

By using any of our Digital Services, you are representing to Bethpage 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.

You are also responsible for providing and maintaining correct information for all payees you establish for Bill Pay or any other transfers. If you authorize a payment and provided incorrect payee information, you will be liable for any losses or charges related to the payment, and if you choose, for attempts to recoup any lost funds directly with the payee.

You must have sufficient funds in your available balance (where applicable, includes Overdraft Protection, linked line of credit or savings account) to cover payments you request.

#### **PERIODIC STATEMENTS AND REPORTING ERRORS OR SUSPECTED UNAUTHORIZED USE**

Periodic account statements will be provided at a minimum, quarterly and as otherwise required by law (for example, monthly for checking accounts). You agree to review your statement promptly and report any errors or suspected unauthorized transactions as soon as discovered. If you believe that someone may have obtained your access credentials (e.g., user ID and/or password) or may have transferred or may transfer money from or to your account without your permission, contact us as soon as possible, preferably by phone. For further information on error reporting and liability for unauthorized transactions or errors, see your Member Account Agreement

#### **OUR RESPONSIBILITY TO COMPLETE TRANSACTIONS**

Bethpage and our Service Providers will not be liable in any way for any failure or delay in completing any transaction (whether an outgoing payment, incoming payment or funds transfer, as applicable), if:

- Through no fault of ours, you do not have enough funds available in your eligible accounts to make the transfer;
- You have not properly followed instructions or abided by terms and conditions applicable to the Digital Service used for the transaction;
- You do not provide complete, correct and current payee account information, or correct instructions so that a wire transfer, funds transfer or bill payment, as applicable, can be made;
- You do not authorize your transaction soon enough for your payment to be received and processed by the biller or receiving institution;
- The biller or receiving institution fails to credit your payment promptly once received;
- Your account is frozen because of a court order or similar reason;
- Your account access credentials have been reported as potentially compromised, lost or stolen and we have blocked or limited the account; or
- There is a failure in performance arising directly out of war, sabotage, insurrection, riot and other acts of civil disobedience, terrorism, action of public enemy, failure or delays in transportation, fire, explosion, flood, storm, or other Act of God or, without limiting the generality of the foregoing, similar causes beyond our reasonable control; Bethpage shall have no responsibility and shall incur no liability for any act or failure to act by any other financial institution or third party.

#### **UNLAWFUL OR PROHIBITED USE**

You agree and warrant to Bethpage, that you will not use any Digital Service for any unlawful purpose, or in any manner not permitted by the terms and conditions of this Agreement and all applicable Addendums. Without limiting the above, you agree and warrant that you will comply with all federal and state laws, rules and regulations applicable to the Digital Services and you will not engage in any conduct that would violate our, or our Service Providers', rights in the Digital Services.

Unauthorized use of any Digital Service, including but not limited to unauthorized entry into Bethpage's systems, misuse of passwords or misuse of any information posted to a site is strictly prohibited and may be subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030 and other applicable laws.

Bethpage or its Service Providers may monitor, track, record and audit usage of our Digital Services. You are hereby notified that the use of Digital Services offered by Bethpage constitute consent to such monitoring and auditing.

#### **COPYRIGHT NOTICE**

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#### **TRADEMARK NOTICE**

Bethpage Federal Credit Union is the marketing name for the retail financial services activities of Bethpage in the United States. In addition other logos, graphics, symbols, goods and service names, and other indicia in the Digital Services of Bethpage's products or services are trademarks of Bethpage. Other trademarks, logos, graphics, symbols, goods or service names and other indicia in the Digital Services are the property of their respective owners.

#### **DIGITAL SERVICE CONTENT AND MATERIALS**

Bethpage or its suppliers may discontinue or make changes in the information, products or services described herein or made available on or through the Digital Services at any time, without prior notice to you, and without any liability to you. Any dated information is published as of its date only, and Bethpage does not undertake any obligation or responsibility to update or amend any such information. Bethpage reserves the right to terminate any or all Digital Service offerings or transmissions without prior notice. Furthermore, by offering the Digital Services and any information, products or services via the Digital Services, no distribution or solicitation is made by Bethpage to any person to use the Digital Services or such information, products or services in jurisdictions where the provision of the Digital Service and/or such information, products or services is prohibited by law.

#### **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". BETHPAGE 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, BETHPAGE 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,

BETHPAGE 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 DIGITAL SERVICES AND ANY SYSTEMS, HARDWARE OR SOFTWARE, INCLUDING THOSE YOU MAY USE TO ACCESS THE DIGITAL SERVICES, NOR ANY OTHER PROBLEMS, DAMAGES OR LIABILITIES DUE TO CAUSES BEYOND BETHPAGE'S REASONABLE CONTROL. BETHPAGE, ITS AFFILIATES, AND ITS SERVICE PROVIDERS HAVE NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS OR ERRORS IN THE DIGITAL SERVICES, OR TO OTHERWISE SUPPORT, MAINTAIN, IMPROVE, MODIFY, UPGRADE, UPDATE OR ENHANCE THE DIGITAL SERVICES. NOTHING HEREIN SHALL BE CONSTRUED AS LIMITING OR REDUCING BETHPAGE'S RESPONSIBILITIES AND OBLIGATIONS TO YOU REQUIRED BY APPLICABLE LAWS AND REGULATIONS.

UNDER NO CIRCUMSTANCES WILL BETHPAGE OR ANY SERVICE PROVIDER BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITY OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE ANY DIGITAL SERVICES OR ANY PORTION THEREOF, REGARDLESS OF WHETHER BETHPAGE OR SUCH SERVICE PROVIDER HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

BY IDENTIFYING SPECIFIC DEVICE, HARDWARE, OR SOFTWARE REQUIREMENTS FOR USE WITH THE DIGITAL SERVICES, BETHPAGE, ITS AFFILIATES, AND ITS SERVICE PROVIDERS DO NOT RECOMMEND, ENDORSE OR MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE PERFORMANCE OR OPERATION OF SUCH DEVICE, HARDWARE, OR SOFTWARE OR THE PERFORMANCE OR OPERATION OF THE DIGITAL SERVICES THEREON. YOU ARE RESPONSIBLE FOR THE SELECTION OF YOUR DEVICE, HARDWARE, AND SOFTWARE, AND FOR ALL ISSUES RELATING TO THE PERFORMANCE, OPERATION, AND COSTS ASSOCIATED THEREWITH.

BETHPAGE, ITS AFFILIATES, AND ITS SERVICE PROVIDERS SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAY OR FAILURE UNDER THIS AGREEMENT IF SUCH DELAY OR FAILURE RESULTS FROM CIRCUMSTANCES BEYOND SUCH PARTY'S REASONABLE CONTROL, SUCH AS FIRE, EXPLOSION, LABOR DISPUTE, EARTHQUAKE, CASUALTY OR ACCIDENT, FAILURE OF TRANSPORTATION FACILITIES AND/OR SERVICES, FAILURE OF TELECOMMUNICATOINS FACILITIES AND/OR SERVICES INCLUDING INTERNET SERVICES, EPIDEMIC, FLOOD, DROUGHT, OR BY REASON OF WAR, REVOLUTION, CIVIL COMMOTION, BLOCKADE OR EMBARGO, ACT OF GOD, ANY INABILITY TO OBTAIN ANY REQUISITE LICENSE, PERMIT OR AUTHORIZATION, OR BY REASON OF ANY LAW, PROCLAMATION, REGULATION, ORDINANCE, DEMAND OR REQUIREMENT OF ANY GOVERNMENT OR BY REASON OF ANY OTHER CAUSE WHATSOEVER, WHETHER SIMILAR OR DISSIMILAR TO THOSE ENUMERATED.

#### **INDEMNIFICATION**

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Bethpage and its affiliates, employees, contractors, officers, directors, Service Providers, agents, representatives, successors, and assigns from and against any and all demands, liabilities, claims, damages, losses, costs, expenses, and harms, including reasonable attorneys' fees and expenses (including any of the foregoing incurred in enforcement of this indemnity provision), that arise from or in connection with: (i) your misuse of the Digital Services; (ii) your breach of this EULA; (iii) any information you provide through the Digital Services; or (iv) your violation of any third party rights, including without limitation, any copyright, property or privacy right. Bethpage reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Bethpage in asserting any available defenses. This indemnity obligation will survive any expiration or termination of this EULA and your use of the Digital Services.

#### **ENFORCEABILITY, GOVERNING LAW AND VENUE**

This Agreement (including any Addendums) and the access to and use of the Digital Services shall be governed by the laws of the State of New York, 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 Digital Services will be filed in and heard exclusively by the state or federal courts, as applicable, with jurisdiction to hear such disputes in Nassau County, New York, 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.

#### **ADDENDUMS - DISCLOSURE OF ADDITIONAL TERMS AND CONDITIONS FOR SPECIFIC SERVICES**

Separate Addendums for certain Digital Services are part of this Agreement and contain additional terms and conditions that also govern those services. Each Addendum will be presented to you for review either upon registration for the applicable service or when you initiate transactions covered by the Addendum. The Addendums may also be accessed at any time thereafter through our Online Banking or Mobile banking Help Screens.

By using any of the Digital Services, you are agreeing to any terms and conditions set forth in the Addendum for the particular Digital Service, as well as this Agreement, and the Member Account Agreement previously provided for your account(s). (See “**HOW TO ACCESS CERTAIN REFERENCED DOCUMENTS**” above).

#### **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 Bethpage 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 Bethpage 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 Bethpage from providing any referenced documents in paper form.

### **E-Statements**

After you complete the authentication process for Digital Services registration, you will be able to select the ESTATEMENT/NOTICES widget and select or change your preference to “SUBSCRIBE” or “UNSUBSCRIBE” for electronic delivery of your periodic statements. If you are subscribed, you will receive your account periodic statements electronically and the provisions of this E-Sign Disclosure and Consent section apply. If you are unsubscribed, you will receive your periodic account statements in paper form. You will have the ability to change the e-statement option at any time through Online Banking or the Mobile App.

### **Not in Scope for This Consent:**

The following are not included within the consent to electronic delivery under this Agreement:

- **Credit Card Disclosures and Notices:** Electronic delivery of documents, statements and notices related to your credit card is covered under a separate agreement.
- **Default, repossession or other related notices.**
- **Notices We May Require from You:** Your consent does not apply to any written notice or document we require from you.
- **Other Communications:** Bethpage will determine in its sole discretion when it is necessary to send you any communication in paper rather than electronically, including marketing communications about our products and services.

### **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.

### **Hardware and Software Requirements**

- **Email -** You will need an active e-mail account with functioning e-mail software.
- **Statements -** If you want to keep printed versions of your e-statements, they will be available in a downloadable PDF file format that you can view and print using Adobe® Acrobat® Reader or similar software. To save or print the PDF files, you need a computer or mobile device that meets Adobe's system requirements and is capable of printing and/or saving PDF files. If you need the latest version of Adobe Acrobat Reader, it's a free download from Adobe.
- **Documents and screens**
  - **Computer -** You will need an Internet-enabled computer capable of viewing HTML web pages that utilize basic JavaScript. Browsers are required to be updated to the current versions.
  - **Mobile Device -** Minimum browser requirements for each mobile platform are required to be updated to the current versions

- Security Level - Your computer or mobile device will need to support the current version of TLS (Transport Layer Security). If you do not maintain this level, access to Digital Services may be restricted.
- Software Updates – We strongly recommend you use the most up-to-date versions of all software applications used to access Digital Services. If your browser is not up-to-date, you may be prompted to install any updates before you can proceed with your banking session.
- Material Hardware or Software Requirement Changes - If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your electronic records, we will give you notice of our revised hardware and software requirements. Continuing to use Online Banking and Mobile Banking after receiving notice of the change is reaffirmation of your consent to use electronic records and to transact electronically.

To check the compatibility of your browser, click on the Browser Support link on the bottom of the log-in page.

### 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 following the instructions provided in the table below. There is no fee for paper delivery of these documents; however there are Digital 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). Please allow up to 30 days for your request to be processed. If you require assistance or have questions, you may contact us as specified in the CONTACT INFORMATION section of this Agreement.

If you withdraw your consent for electronic delivery, all other sections of this Agreement shall remain in force.

Type of Document	Withdrawal Instructions	Restrictions for paper delivery
1. <b>“Digital Agreements”</b> this Agreement, and all Addendums and updates. 2. <b>“Digital Transactions”</b> All disclosures, notices or other communication regarding transactions you make through Online Banking, the Mobile App or through any Bethpage website.	Send an email with your instructions to <a href="mailto:Bethpage@bethpagefcu.com">Bethpage@bethpagefcu.com</a>	<b>NO DIGITAL SERVICES ACCESS:</b> You cannot register for or stay registered in our Digital Services unless you agree to electronic delivery of these disclosures. We will disable your access to Digital Services when you withdraw consent for electronic delivery.
3. <b>“Other Account Disclosures”</b> 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. 4. <b>“Consumer Privacy Notice”</b>	Send an email with your instructions to <a href="mailto:Bethpage@bethpagefcu.com">Bethpage@bethpagefcu.com</a>	<b>DIGITAL SERVICES ACCESS ALLOWED</b> Once registered for Digital Services, you may change your electronic delivery option without impacting your access to Digital Services.

5. <b>“Future Changes”</b> changes to any of the referenced disclosures, agreements and notices		
6. <b>E-Statements</b> –Periodic account statements.	Change your preference at any time through Online Banking or Mobile App.	<b>DIGITAL SERVICES ACCESS ALLOWED</b> Election for periodic statement mail delivery does not impact your qualification to register for or continue to access Digital Services.

**Electronic Delivery Acceptance**

When you agree by completing the Online Banking registration process you confirm that you are able to access information in an electronic form and you also agree that we do not need to provide you with an additional paper (non-electronic) copy of the this Agreement unless specifically requested by contacting us. You may also print and/or save a copy of this Agreement.

**CHANGES TO THIS AGREEMENT**

We may change this Agreement at any time. For example, we may add, delete or amend terms or services. Any changes will be incorporated into this Agreement, and made available through our Online Banking and Mobile App. Depending on the nature of the change; we may also notify you of such changes by mail or by e-mail or other direct communication. For certain changes, you may also be prompted to agree to the updated Agreement before continuing to access or use the Digital Services. If you access or use any Digital Services after the effective date of a change, your access or use indicates your agreement to the change(s).

**ADDITIONAL TERMS AND CONDITIONS FOR APPLE IOS USERS**

The following additional terms apply to your use of the Mobile App through Apple iOS mobile application software programs (“**App Services**”), and are in addition to the Agreement, which is incorporated herein by reference.

The Agreement is entered into and binding between you and Bethpage, and not Apple, Inc. (“**Apple**”), and as between Bethpage and Apple, Bethpage is responsible for the App Services and their content, subject to the limitations and disclaimers contained in the Agreement. Apple has no obligation whatsoever to furnish any maintenance and support with respect to the App Services. Bethpage, not Apple, is responsible for addressing any claims by you or any third party relating to the App Services, including but not limited to: (a) product liability claims; (b) any claim that the App Services fail to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation, including in connection with the App Services’ use of the HealthKit and HomeKit frameworks. In the event of any third-party claim that the App Services or your possession and use of the of the App Services infringes that third party’s intellectual property rights, Bethpage, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

You are only permitted to use the App Services on any Apple-branded products that you own or control, and as permitted by the App Store Terms of Service, except that the App Services may be accessed, acquired, and used by other accounts associated with the purchaser via Apple’s Family Sharing functionality or volume purchasing.

Bethpage is providing the App Services AS-IS, and disclaims all warranties of any kind, express or implied, as fully set forth in the Agreement. To the extent any warranty is nevertheless adjudged to exist by a court of law or other legal authority with respect to the App Services, and is not effectively

disclaimed by the Agreement, however, Bethpage, and not Apple, is responsible for any such warranty term with respect to the App Services. Apple's sole warranty obligation in such circumstances is limited to refunding the App Store purchase price of the particular App Services upon receipt of notification from you that the App Services failed to conform to the applicable warranty, and to the maximum extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the App Services, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty shall be Bethpage's sole responsibility.

You must comply with any applicable terms of third-party agreements relating to your use of the App Services.

You acknowledge that Apple and its subsidiaries are third-party beneficiaries of the Agreement with respect to the App Services, and that, upon your acceptance of the Agreement, Apple will have a right (and will be deemed to have accepted the right) to enforce the Agreement against you with respect to the App Services as a third-party beneficiary thereof.

#### **ACCEPTANCE OF THIS AGREEMENT**

By accessing or using Digital Services you agree to abide by the terms and conditions of this Agreement, all applicable Addendums, and the Member Account Agreement.

BY CHECKING THE "I AGREE" BOX AND CLICKING ON THE "**CONTINUE**" BUTTON, OR BY SELECTING "**ACCEPT**" ON THE MOBILE APP, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL ELEMENTS HEREOF, INCLUDING AS THIS AGREEMENT MAY BE CHANGED OR AMENDED IN THE FUTURE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON THE "**CANCEL**" OR BROWSER BACK BUTTON AS AVAILABLE, OR SELECT "**DECLINE**" ON THE MOBILE APP. IF YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO ACCESS OR USE ANY ONLINE BANKING AND MOBILE BANKING SERVICES.