APCI FEDERAL CREDIT UNION

PO Box 20147 · Lehigh Valley, PA 18002-0147
800-821-5104 · Fax: 610-841-2589 · apcifcu.org

APCI eBanking Agreement

Introduction

APCI eBanking (the "**Service**") is APCI Federal Credit Union's (FCU) digital banking service. APCI eBanking allows you to access your accounts from your own PC, mobile device or other remote location. By enrolling in the Service, you agree to all the terms and conditions contained in this APCI eBanking Agreement (the "**Agreement**").

We may offer additional APCI eBanking services and features in the future. Any such added services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the APCI eBanking services we offer without prior notice to you, except as may be required by applicable law. Your continued use of the Service shall indicate your acknowledgement, agreement and acceptance of any such changes.

Definitions. As used in this Agreement, the following terms have the following meanings:

- **"Account(s)"** means your eligible APCI FCU share savings, share draft checking, loan, and other APCI FCU products that can be accessed through APCI eBanking;
- **"You", "Your(s)", and "Member"** mean each person with authorized access to your Account(s) who applies and uses APCI eBanking; and
- **"APCI FCU", "We", "Our", "Us" and "Credit Union"** means APCI Federal Credit Union.

Description of Service. Some of the services available within APCI eBanking include:

- View your Account(s);
- Make a Transfer between your Account(s) or to another Member Account(s);
- Pay bills using APCI ePay;
- Access APCI eStatements;
- Open a SubShare Account (Share, Share Certificate or Share Draft Checking);
- Apply for a loan;
- Stop a Check Payment;
- Request a Check Withdrawal;
- Frequently Asked Questions (FAQs);
- Setup APCI eAlerts for your Accounts or Cards;
- Access Secure Messaging;
- Send Outgoing Wire Transfers;
- Calculate your Loan Payoff Amount

Hardware and Software Requirements. In order to access, view, and perform transactions, you must have a device that meets the minimum system requirements.

In the event APCI FCU must change the minimum hardware or software requirements needed to access your Account(s), you may receive a statement containing the revised hardware and software requirements for access to and retention of electronic records. In such event, you have the right to withdraw consent without the imposition of any fees for such withdrawal.

If you choose to access APCI eBanking using your mobile device or other remote location, you will need a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure single socket layer (SSL) encryption (128 bit) traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

Security Safeguards. For the protection of our members' confidential data, we employ several forms of security including:

- **Multifactor Authentication (MFA)** – a one-time passcode is sent to members via an email, text, voice call, or as a generated code via the call center. Members can also receive MFA via device identify using the true "Push Authentication" and timed "one-time pass codes" with Google Authenticator.
- **Passkey MFA –** Members may elect to register for MFA using a passkey, a form of passwordless authentication that uses cryptographic credentials, together with biometrics or a device PIN, to verify the member's identity. Unlike traditional passwords, passkeys are tied to a specific user and device, helping protect against phishing attacks and reducing the risk of account takeover. Once a passkey is registered, members may choose to use it as their primary MFA method and limit MFA authentication to passkey and push authentication methods.
- **ThreatMetrix Integration** – APCI eBanking has ThreatMetrix integration that allows us to authenticate members across all device channels. ThreatMetrix recognizes a good, returning member by piecing together their digital identify information from the complex digital DNA created by users that transact online. High-risk behavior can be pinpointed in real-time, whether at new account applications, log-ins or payments. APCI eBanking leverages this network effectively to reduce friction for member by quickly and easily authenticating them and preventing "bad actors" from accessing the system.

Notwithstanding the foregoing, you acknowledge and agree that APCI FCU cannot guarantee the security of any such data. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE SECURITY OF ANY CONFIDENTIAL DATA STORED, TRANSMITTED OR ACCESSED IN CONNECTION WITH THE SERVICE.

Enrollment for APCI eBanking. Each owner or authorized signer on an Account can enroll that account with APCI eBanking.

Email Address. You agree to notify us immediately of any changes in your email address.

Electronic Fund Transfer Disclosure. This disclosure document describes the various types of electronic fund transfers which are available to members with APCI eBanking and your rights and responsibilities concerning those transactions, including your rights under the Electronic Fund Transfers Act ("**EFT Act**"). Please refer to the Electronic Fund Transfers section of our Important Account Information brochure.

Other Agreements. The terms and conditions of this Agreement constitute the entire agreement to use APCI eBanking as described herein and may be modified or amended by the APCI FCU as described below. The terms and conditions of this Agreement are in addition to and part of the terms and conditions of the agreement governing the use of the website and are in addition to all other terms and conditions in agreements governing your Account with the APCI FCU and constitute an amendment of those other agreements.

Amendments. The APCI FCU reserves the right to amend, add to, or delete the terms and conditions of this Agreement and, unless otherwise required by law, the APCI FCU may notify you of an amendment electronically. In addition, the APCI FCU may mail or deliver a separate notice, statement message or electronic message. Your continued use of APCI eBanking following any such notice of a change shall constitute your acknowledgement, acceptance and agreement to be bound by all such changes.

Electronic Consent Agreement. Please see our Online Service E-Sign Disclosure and Consent for details on receiving communications electronically for those products and services through our online banking services.

Errors. You agree to notify APCI FCU of any suspected errors regarding your electronic transfers through this Service right away, and in no event later than sixty (60) days after the applicable APCI FCU account statement is sent. Unless you notify APCI FCU within these sixty (60) days, such statement containing the record of all transactions made through this Service shall be conclusively deemed correct, and you will be deemed to a waiver of any claims, and you shall be prohibited from making a claim against APCI FCU for the error. You will immediately contact APCI FCU regarding such error as set forth below.

Telephone APCI FCU at:	800-821-5104
Or email APCI FCU at:	e.commerce@apcifcu.org

Fees. APCI FCU does not charge a fee to use APCI eBanking; however, you understand and agree that other fees may apply and you are responsible for any such fees. Please refer to our fee schedule.

Your Responsibilities. You represent and agree to the following by enrolling in APCI eBanking or by using the Service:

- **Account Ownership/Accurate Information**. You represent and warrant that you are the legal owner of the Accounts and other financial information which may be accessed via APCI eBanking. You represent and warrant that all information you provide to us in connection with APCI eBanking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using APCI eBanking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent and warrant that you are an authorized user of the device you will use to access APCI eBanking.
- **User Security**. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using APCI eBanking. You agree not to leave your PC or mobile device unattended while logged into APCI eBanking and to log off immediately at the completion of each access by you. You agree not to provide your APCI eBanking username, password or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means to access APCI eBanking, you are responsible

for any transactions they authorize and we will not be liable for any losses or damages resulting therefrom. You agree not to use any personally identifiable information when creating shortcuts to your Account.

- **User Conduct**. You agree not to use APCI eBanking or the content or information delivered through this Service in any way that would: (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of APCI eBanking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to APCI eBanking; (i) interfere with or disrupt the use of APCI eBanking by any other user; or (j) use this Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

Indemnification Obligation. Unless caused by our intentional misconduct or gross negligence, you understand and agree to indemnify and hold APCI FCU (and its members, officers, employees and affiliates harmless) harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including but not limited to, reasonable attorneys' fees and expenses arising from your: (i) negligent or intentional conduct; (ii) use of the Service; and/or (iii) breach of this Disclosure and Agreement (including, but not limited to, any breach of the warranties, representations, or obligations contained in this Agreement). You understand and agree that this paragraph shall survive the termination of this Agreement.

Disclaimer of Warranties. APCI FCU'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES AND YOUR RIGHTS AND REMEDIES, SET FORTH IN THIS AGREEMENT, ARE EXCLUSIVE. YOU AGREE THAT YOUR USE OF THE SERVICES 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 SERVICES, 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 SERVICES: (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 SERVICES OR TECHNOLOGY WILL BE CORRECTED.

Limitation of Liability. APCI FCU's liability for errors or omissions with respect to the data transmitted or printed by APCI FCU will be limited to correcting the errors or omissions, subject to the limits stated in this Agreement. YOU AGREE THAT APCI FCU 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, OR THE INABILITY TO USE, THE SERVICES, INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF APCI FCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

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Governing Law. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in any United States federal court or state court located in the Commonwealth of Pennsylvania, County of Lehigh, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Miscellaneous. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver by us of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by an authorized representative of the APCI FCU. No waiver by us shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

By clicking "I Agree", you:

- Acknowledge you have read and understand this **APCI eBanking Agreement**;
- You represent to the APCI FCU that the device you intend to use in connection with this Service meets the requirements above; and
- You agree to receipt of this Agreement and all updates to this Agreement in electronic form.