MEMBER eBANKING AGREEMENT

This Online & Mobile Banking Access Agreement ("Agreement") is a contract that governs your ability to receive certain online and mobile banking services collectively called “Electronic Banking” or “eBanking” Services provided by Northwest Federal Credit Union (“Northwest Federal”). By using Online or Mobile Banking, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement. We recommend that you download or print this Agreement and keep a copy for your future reference.

In this Agreement, the words “you”, “your”, and “yours” mean those who request and use Northwest Federal - eBanking service, any joint owners of accounts accessed under the Agreement, any person authorized by you to use your Northwest Federal eBanking service, or any authorized user that you set up as an entitled user. The words “we”, “us”, “our” and “Credit Union” mean Northwest Federal. The word “account” means any one or more accounts you have with us. By using Northwest Federal eBanking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

The terms of this Agreement are in addition to the terms of any share account agreements you have with us, including the Account Agreements and Disclosures, Membership Application, Schedule of Fees, Funds Availability Disclosure, and any change in terms notices. In the event of a conflict, the terms of this Agreement control.

SECTION I – SERVICE DESCRIPTION, FEATURES, FEES, AND LIMITATIONS

Availability

Northwest Federal eBanking is generally accessible 24 hours a day, seven days a week. Northwest Federal eBanking may be inaccessible for a reasonable period weekly to perform system maintenance. We reserve the right to suspend or terminate access to Northwest Federal eBanking for any reason without notice.

Business Day Definition Northwest Federal’s business days are Monday through Friday from 8:00 a.m. to 4:30 p.m. Eastern Time (ET), exclusive of holidays.

eBanking Service

The eBanking service allows you to perform activities on eligible accounts including:

- Review balances, activities, and recent transactions.
- Transfer funds among eligible accounts.
- Request a withdrawal from eligible accounts by check mailed to you.
- Communicate with us via secure messages.
- Place a stop payment request on your checks.
- Pay Bills or transfer funds using Zelle® through the separate bill payment service.
- Submit a wire transfer.
- Submit a share account application.
- Submit a loan application.

Some eBanking services or features may not be available for certain accounts or Members. eBanking functionality may differ when accessed by a desktop or laptop computer, versus a mobile device or the mobile application.

Transfer Limitations

You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement, the Account Agreements and Disclosures, and individual loan agreements.

We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or exceed applicable transfer limitations.

Account Information

The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for transactions and our Funds Availability Policy.

Email

We may not immediately receive email communications and secure messages you send and we will not take action based on email or secure message requests until we actually receive your message and have a reasonable opportunity to act. If you need to contact us immediately regarding an unauthorized transaction or stop payment request, you may telephone us at (703) 709-8901 or toll-free at (866) 709-8901.

Alerts

The Alerts Service allows you to request and receive messages about your account(s) via email subject to the terms and conditions of your Internet service provider(s).

Each Alert will be effective after you establish a Subscription to the Alert(s) you want by visiting the Notification settings tab in eBanking. You accept that Alerts may not be encrypted, and may include limited information pertaining to your account(s).

Receipt of Alerts may be delayed or prevented by factors affecting your Internet service provider and other relevant entities. We guarantee neither the delivery nor the accuracy of the contents of any Alert. Northwest Federal will not be liable for losses or damages arising from (a) a non-delivery, delayed delivery, or wrong delivery of an Alert; (b) inaccurate content in an Alert; or (c) your use of or reliance on the contents of any Alert for any purposes.

Northwest Federal reserves the right to terminate any request from you, for any Alert, at any time. The information in any alert may be subject to certain time lags and/or delays. The types and frequency of your Alerts will be managed by you, and the Alerts may be stopped, or suspended by you at any time.

Bill Payment Service

See the separate Bill Pay Service Agreement.

Information Collected while Using Zelle® through the Bill Payment Service:
To use the QR Code feature, with prior permission, Northwest Federal may collect or access pictures and other information from your device's Contacts, Camera, and Photos. Any information collected is used to provide features of the Zelle® service and/or to improve and customize the user experience. The information may be uploaded to our servers or it may be simply stored on your device. You can enable or disable access to this information at any time, through your device settings.

External Transfers – Relationship-based Limits

External transfers for which Northwest Federal is either the receiving or originating financial institution are subject to limitations. Northwest Federal uses a dynamic, security and relationship-based system to determine individual transfer limits. This system evaluates various relationship and risk-based criteria including, but not limited to:

> **Account history and length of membership**: Members with longer, well-established relationships may be eligible for higher transfer limits, while newer customers may be subject to lower thresholds initially.
>
> **Average balance:** Maintaining higher average balances in your accounts can result in higher transfer limits.
>
> **Security:** Internal fraud prevention protocols and account security evaluations.

Factors are assessed daily and may result in changes to your daily and monthly transfer limits without notice. Limits vary across members and are subject to change at Northwest Federal's discretion. You may view your current transfer limit by logging in to your eBanking profile, where your personalized limits are displayed. Northwest Federal reserves the right to modify, suspend, or revoke external transfer privileges at its sole discretion.

During the first thirty (30) days after a new membership account is opened, external transfers will not be available. We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, exceed applicable transfer limitations, or otherwise require us to increase our required reserve on the account. Information about the processing time for your external transfer is available when you set up the transfer.

Instant Transfers – Real Time Payment (RTP) and FedNOW

Northwest Federal participates in the RTP and FedNOW networks to allow its members the option to send and receive funds instantaneously to / from their eligible checking, savings, and money market accounts. You will be given the option to transfer funds instantaneously when a receiving financial institution is also enrolled in RTP or FedNOW networks. This option will otherwise be unavailable and standard processing times for external transfers will apply.

In most cases, funds transferred via RTP and FedNOW will be made available immediately upon receipt. Northwest Federal reserves the right to delay availability of funds under certain circumstances, including fraud prevention or risk management reviews, compliance with legal or regulatory requirements, technical or operational issues affecting processing, or suspicion of unauthorized or erroneous transactions.

You agree to use such services in accordance with applicable laws, including the Bank Secrecy Act (BSA), Anti-Money Laundering (AML) regulations, and Office of Foreign Assets Control (OFAC) sanctions compliance. Instant transfers made through RTP or FedNOW are restricted to accounts located within the United States; all persons on whose behalf funds are delivered must be a resident or otherwise domiciled in the United States. Instant transfers sent by you from your Northwest Federal account are restricted to external accounts owned by you. Such transfers are not intended to be used for sending funds for business purposes or to third parties.

You are responsible for ensuring that such transfers initiated from your account are authorized and accurate. Due to the irrevocable nature of instant transfers, erroneous or unauthorized transactions may not be reversed. If you believe a transaction sent via instant transfer was unauthorized or incorrect, contact us immediately to begin dispute and error resolution procedures. While Northwest Federal will make reasonable efforts to assist, recovery of funds is not guaranteed.

<u>Stop Payment Orders</u>
You can order us to stop payment on any check written from your Northwest Federal checking account through the Stop Payment feature in eBanking. The stop payment order will be effective if we receive it at such time and in such manner as to afford us a reasonable opportunity to act upon it. Each request will be effective for six (6) months, unless you notify Northwest Federal otherwise. A stop payment order may be renewed for additional six (6) month periods. We will require you to specifically identify the check by providing the check number and amount, and we may require the date and the name of the payee on the check. If you give us incorrect information, Northwest Federal will not be liable for failing to stop payment on the item. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order.

The current stop payment fee as listed on Northwest Federal's Schedule of Fees will charged to your account at the time the stop payment order is received.

<u>Linked Account Transfers</u>
Linked account transfers allow a transfer of funds to accounts owned by other members at Northwest Federal. You will need to enter the receiving member's account number along with the dollar amount in order to complete the transfer. Transfers can be scheduled for immediate, future-dated, or recurring delivery dates. You will be able to transfer up to the available balance in your account. Sufficient funds must be available at the time of your request. When you request a transfer using this service, you authorize us to follow the transfer instructions and transfer the funds from the

designated originating account to the designated recipient account. We will rely on the account number provided to us by you as the proper identification. We are not liable for incorrect transfers if we rely on the information you provided.

Wire Transfers

You may initiate a wire transfer through eBanking to a destination within or outside the United States. Transaction limits may apply.

You agree that the following specified security procedure, required at the time of login, represents a commercially reasonable method of providing security against unauthorized payment orders: the Multi-Factor Authentication method selected by you to include among the options: a one-time verification code via SMS (messaging data rates may apply); voice call; email; or to validate the request via token (if applicable).

MEMBER HEREBY AGREES TO BE BOUND BY ANY WIRE TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN MEMBER'S NAME AND ACCEPTED BY NORTHWEST FEDERAL IN COMPLIANCE WITH THE ABOVE SECURITY PROCEDURES.

Northwest Federal's wire transfer business days consist of the hours from 8:00 a.m. ET to 4:00 p.m. ET on weekdays we are open for business. For incoming wire transfers, when certain criteria is met, the cut-off time may be extended to 7:00 p.m. ET at the discretion of the Credit Union. International wire transfers received after 3:30 p.m. ET will be processed the following non-holiday weekday. Domestic wire transfers received after 4:00 p.m. ET will be processed the following non-holiday weekday. Payment orders received by the cut-off time are processed upon completion of our Security Procedures, generally within the same business day. Once a payment order is sent by us, Northwest Federal is under no obligation to stop, cancel, or seek a return of the funds transferred.

All wire transfers are subject to the terms and conditions of Northwest Federal's Account Agreement & Disclosure. You agree and acknowledge that your initiation of a wire transfer through eBanking constitutes your agreement to the Account Agreement & Disclosure. A wire transfer fee will be imposed as contained in the current Schedule of Fees.

Internet Email Notifications

Upon requesting changes to certain eBanking credentials, including those listed below, you will be asked to select a Multi-Factor Authentication method to be applied from several options: including receiving a one-time verification code via SMS (messaging data rates may apply); voice call; or email.

Password changes.

User ID changes.

Internet email address changes.

It is important to keep a current Internet email address on file with us, as we use this to communicate important security events about your account to you. A confirmation email will be sent to you following successful completion of Multi-Factor Authentication.

Service Termination
We may terminate your participation in Northwest Federal eBanking service for any reason, at any time without notice or refund of fees you have paid. We will attempt to notify you in advance, but we are not obligated to do so.

Termination will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Fees
Refer to the Schedule of Fees for any charges for eBanking services. From time to time the charges may be changed. We will notify you of any changes as required by law.

Periodic Statements
Transfers and withdrawals conducted through eBanking will be included on your periodic statement. You will receive a statement each month for which there are transactions on your account.

Additional Provisions Applicable to Mobile Banking
The term “Mobile Device” means a cellular telephone or similar wireless communication device onto which you have downloaded software provided by us (“Mobile Banking Software”) for the purpose of permitting Mobile Banking.

You may determine which Mobile Banking functions are available for Mobile Devices at any time by logging into Mobile Banking. Mobile Banking functions (e.g., viewing balances, searching for transactions, viewing transactions, specific types of funds transfers, and remote deposit capture if selected by you and approved by the Credit Union), may be added, reduced or modified by us from time to time without prior notice. We may also modify, reduce or expand the geographic areas in which we offer Mobile Banking or any of its functions or services. We reserve the right to refuse to make any transaction you request through Mobile Banking.

Not all functions that are described in this Agreement or available at the eBanking website may be available with Mobile Banking software.

Mobile Banking users will be required to download, install and use certain software systems and programs developed by us, our licensors or other third parties. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at your own risk. In connection with your use of the Mobile Banking software systems and programs, we and our licensors (or other third parties who have directly or indirectly granted rights in those software systems and programs with respect to Mobile Banking) will require you to agree to the terms and conditions of certain license rights arrangements and/or “end user” license agreements. By subscribing to the portions of the Mobile Banking services relating to those software systems and programs and downloading and installing those software systems and programs, you will be evidencing your acceptance of the terms and conditions of those arrangements and agreements. We may also condition your use of some or all of those software rights and programs on your execution of, agreement to or acknowledgement of, such arrangements and agreements through the use of “I Accept” dialogue box acknowledgements or other affirmative or use-based acknowledgement and agreement systems. We and our service providers (which includes, without limitation, any third-party provider of software used in connection with Mobile Banking) reserve all rights not granted to you in this Agreement and under the terms of those arrangements and agreements. If you obtain a different Mobile Device, you will be required to download and install the software to that different Mobile Device under the same terms set forth in this Agreement. You agree to delete all such software from your Mobile Device promptly if the license rights granted in this Agreement terminate for any reason. We reserve the right to change, add to or terminate services with our third-party software solutions partners, to substitute different software solutions for the software relating to the operation of Mobile Banking and to enter into arrangements and agreements for the provision of software solutions for Mobile Banking with other licensors and third parties.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF MOBILE BANKING, MOBILE BANKING AND SUCH SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS.

YOUR USE OF THE MOBILE BANKING SOFTWARE AND MOBILE BANKING SERVICES AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA MOBILE BANKING IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

SECTION II – WARRANTIES AND RESPONSIBILITIES

Member Responsibilities and Warranties

Security - You are responsible for keeping your user ID, password, and account data confidential. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. We are entitled to act on transaction instructions received through your user ID and password or through shared accounts invited by you. If you authorize anyone to use your password that authority shall continue until you specifically revoke such authority by notifying us in writing. If you fail to maintain the security of your personal identification number (PIN) or password, you will be liable and responsible for any resulting transaction.

We may terminate the Northwest Federal eBanking services if we have reason to believe there has been unauthorized use of your account or password.

You are responsible for all transactions that you, and any other persons you have authorized, conduct on any of your accounts.

General Warranties - You warrant and represent that the information you are providing us with is true, correct, and complete.

You agree to promptly update your registration records if your email address or other information changes.

You warrant that you will not use the Northwest Federal eBanking service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation, including but not limited to the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA). You further warrant and represent that you will not use the Northwest Federal eBanking service in any manner that could damage, disable, overburden, or impair the Northwest Federal eBanking service or interfere with any other party's use and enjoyment of the Northwest Federal eBanking service.

LIMITS OF NORTHWEST FEDERAL'S RESPONSIBILITIES
EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE NORTHWEST FEDERAL eBANKING, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Privacy
You can see a full description of our privacy policies by clicking on the "Privacy Policy" and "Web Privacy Policy" links on the Northwest Federal home page at www.nwfcu.org.

Limited License
We grant you a revocable, non-exclusive and not transferrable limited right to install and use the eBanking service and any Mobile Banking service, and to access and use these services subject to and in strict accordance with this limited license.

Changes in Terms and Notices
We reserve the right to change the terms and conditions upon which this service is offered. We may add, delete or amend terms, conditions, and other provisions, fees, charges, or other terms described in this Agreement. Use of the Northwest Federal eBanking service is subject to existing terms and regulations governing your accounts and any future changes to those terms and or regulations.

Assignment
We reserve the right to assign our rights and delegate our duties under this Agreement to a company affiliated with us or any other company.

Enforcement

You agree to be responsible for any liability, loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under the Agreement, the prevailing party shall be entitled to the costs thereof, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the Commonwealth of Virginia, and the Bylaws of Northwest Federal as they now exist or may be hereafter amended.

SECTION III – ERRORS / CORRECTIONS / CLAIMS (Except for Wire Transfers)

Unauthorized Access/Transfers

Notify us AT ONCE if you believe your password has been lost or stolen or if you believe someone has scheduled transfers or may schedule transfers or otherwise use your account without your permission. Telephoning us at (703) 709-8901 or toll-free at (866) 709-8901 promptly is the best way to protect yourself from possible losses.

If you never tell us, you could lose all of the money in your account (plus your maximum overdraft line of credit). However, if you tell us within two (2) business days, you can lose no more than $50 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as $500.

Error Reporting Process

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 866-709-8901 or write us at PO Box 1229 Herndon, VA 20172-1229 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

In your communication of the potential error or question,

Tell us your name and the account number of the Account to which the error relates.

Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.

Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.