

**USER AGREEMENT FOR ACCOUNT TO ACCOUNT (A2A)
AND PERSON TO PERSON (P2P) TRANSFER SERVICE**

IMPORTANT: TO ENROLL IN THE A2A AND P2P TRANSFER SERVICE (the "SERVICE") YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT THE SERVICE ELECTRONICALLY. YOU MUST HAVE THE ABILITY TO RECEIVE AND RETAIN ELECTRONIC COMMUNICATIONS BEFORE YOU ACCEPT THE TERMS OF THE USER AGREEMENT FOR A2A AND P2P TRANSFER SERVICE ("AGREEMENT"). THE AGREEMENT IS A CONTRACT BETWEEN YOU AND DISCOVERY FEDERAL CREDIT UNION ("DFCU") REGARDING A2A AND P2P TRANSFER SERVICE (THE "SERVICE"). THIS AGREEMENT APPLIES TO YOUR USE OF THE SERVICE AND ANY PORTION OF THE DFCU ONLINE BANKING SERVICE SITE THROUGH WHICH THE SERVICE IS BEING OFFERED ("SITE"). THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS AND YOU SHOULD READ THEM CAREFULLY. BY CLICKING THE "TRANSFER" BUTTON, YOU CONSENT TO RECEIVE INFORMATION ELECTRONICALLY AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. DFCU RESERVES THE RIGHT TO PROVIDE INFORMATION AND NOTICES ABOUT THE SERVICE TO YOU BY NON-ELECTRONIC MEANS.

1. Definitions.

- a. Account to Account ("A2A") transfer service permits me to transfer funds from my Eligible FI Account to a Verified Account or receive a transfer from a Verified Account into my Eligible FI Account.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "ACH Rules" means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time.
- d. "Business Day" means any day that is not a Saturday, Sunday or credit union holiday.
- e. "FI" or "credit union" refer to DCFU, including its agents and service providers, depending on the home financial center of the account(s) from which a funds transfer using the A2A and P2P Transfer Service is requested.
- f. "Eligible FI Account" means my DCFU deposit account that is eligible to be used with the A2A and P2P service and is enrolled in the service.
- g. "I", "me" and "my" refer to the member who agrees to the terms and conditions of this Agreement.
- h. "NACHA" means the National Automated Clearinghouse Association.

- i. "Payment Instruction" means the information provided by the Sender for a payment to be made to a Receiver (such as, but not limited to, name, mobile telephone number, email address, and bank account and routing number information).
 - j. Person to Person ("P2P") payment service is a payment service that allows me to forward funds from my Eligible FI Account to a person with a U.S. bank account via their email address or cellular telephone number.
 - k. "Receiver" is a person or entity that is sent a Payment Instruction through the Service.
 - l. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Service.
 - m. "Sender" is a person or entity that sends a Payment Instruction through the Service.
 - n. "Verified Account" means an account that I own at another financial institution located in the United States that is enrolled in the A2A service.
 - o. "You" and "your" refer to DFCU.
2. Scope of Agreement. This Agreement covers all funds transfers using the Service initiated by me from time to time through a DFCU online banking Site.
3. Description of Service. The A2A Service enables me to request a transfer of funds: (1) from my Eligible FI Account to a Verified Account at another financial institution; or (2) from a Verified Account to my Eligible FI Account. The P2P Service enables me to request a transfer of funds from my Eligible FI Account to a person with a U.S. bank account via their email address or cellular telephone number. DFCU uses the ACH Network to execute my A2A and P2P requests, but other methods of transfer may also be used. All requests, Payment Instructions and receipt of payments must be made through DFCU and/or the Site and are subject to the terms of my Account Agreement and this Agreement, each as in effect from time to time, other agreements and applicable laws and regulations.
4. Payment Authorization and Remittance. I hereby represent and warrant to DFCU, its directors, officers, employees and agents that I own each Eligible FI Account and Verified Account and have full right and authority to all the funds on deposit therein. In addition, by providing DFCU with names and telephone numbers, email addresses and/or bank account information of Receivers, I authorize DFCU to execute and charge my Eligible FI Account(s) for (1) any A2A transfer request to a Verified Account and from a Verified Account to my Eligible FI Account, including any related fee, subject to any applicable limit as to dollar amount or time delays to complete certain types of transfers (i.e., Next Day or Standard

transfers) when my A2A transfer requests are made in accordance with the procedures established by DFCU, regardless of whether the payment request is completed, and (2) any P2P transfer request to a Receiver, subject to any applicable limit as to dollar amount or time delays to complete certain types of transfers when my P2P transfer requests are made in accordance with the procedures established by DFCU, regardless of whether the payment request is completed. Additionally, I also authorize DFCU to credit my Eligible FI Account for the receipt of payments, including but not limited to those payments returned from Receivers to whom I sent payment(s) or cancelled and returned because the processing of the Payment Instruction could not be completed.

5. Information Relied Upon by DFCU for A2A and P2P Transfers. I acknowledge and agree that DFCU is relying upon the information I provide in originating an A2A or P2P transfer on my behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding the Verified Account are my responsibility. Although I represent and warrant to you that I am the owner of each Verified Account and describe it to you by name and account number (or any other number), I understand and agree that if Payment Instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding my Verified Accounts may not investigate discrepancies between names and numbers. In addition, I agree that DFCU has no responsibility to investigate discrepancies between names and account numbers. I represent and warrant that if an account of mine has a joint account holder, each joint account holder has consented to the transfer, whether sending funds or receiving funds.

6. Limited Liability.

a. I understand and acknowledge that DFCU has no obligation to execute any request for a transfer using the Service that is not initiated in accordance with the procedures set forth in this Agreement. I further acknowledge that the acceptance and processing of an A2A or P2P transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until I have informed you by telephone at 610-372-8010 or 800-563-9383 that I have revoked my authorization and you have a reasonable opportunity to act on it.

- b. I agree that DFCU will not be liable in any way for any payments that I may receive, regardless of whether I authorized the Sender to send them to me.
 - c. DFCU will use reasonable efforts to complete all my transfer requests properly. However, DFCU shall incur no liability if it is unable to complete any transaction because of the existence of any one or more of the following circumstances:
 - i. The Service is not working properly and I know or have been advised by us about the malfunction before DFCU executes the transfer request;
 - ii. The payment is refused as described in Section 19 below;
 - iii. I have not provided DFCU with the correct information, including but not limited to the correct Payment Instructions or Eligible FI Account information, or the correct name and address or mobile phone number of the Receiver to whom I am initiating a Payment Instruction; and/or
 - iv. Circumstances beyond DFCU's control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution or interference from an outside force) which prevent the proper execution of the Payment Instruction.
7. Limited Power of Attorney. In connection with any request to transfer funds using the Service, I hereby give to DFCU a limited power of attorney and appoint DFCU as my true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for me and in my name, place and stead, in any and all capacities, to originate deposits into or withdrawals from my Eligible FI Accounts and Verified Accounts, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any Payment Instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as I might or could in person. Once DFCU has actual knowledge that I wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney shall be deemed revoked; provided, however, that any act done by DFCU in good faith before you have actual knowledge of termination by me and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by me. I understand and agree that at all times my relationship with the financial institution that maintains each Verified Account is independent of DFCU and my use of the Service. I shall not hold DFCU responsible for any acts or omissions by the financial institution maintaining a Verified Account with respect

to it, including without limitation any modification, interruption or discontinuance of it.

I ACKNOWLEDGE AND AGREE THAT WHEN DFCU ORIGINATES A REQUEST FOR A TRANSFER USING THE SERVICE, DFCU IS ACTING AS MY AGENT. I AGREE TO INDEMNIFY AND HOLD HARMLESS DFCU AS MY AGENT UNDER THIS LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED BELOW.

8. Security Procedures. I agree that DFCU will initiate a funds transfer request for me only after I access my Eligible FI Account(s) through its online banking service using a User Name and Password. DFCU shall not be liable for any delay in processing my A2A or P2P transfer request if I fail to comply with this security procedure (or any other that may be established by DFCU from time to time). I acknowledge and agree that DFCU has established commercially-reasonable security procedures for the Service. I understand that the security procedure is designed to authenticate my identity before accepting a request for an A2A or a P2P transfer and not to detect errors in the content of my Payment Instruction.
9. Verification of Accounts at Other Financial Institutions. After agreeing to this Agreement and providing any additional information requested, I may enroll accounts that I hold at other financial institutions (each, a "Third Party Account") in the A2A service. I hereby authorize you to verify a Third Party Account by using prenotes.
10. A2A and P2P Transfers.
 - a. Funds are deposited or withdrawn from my Eligible FI Account on the date of request. Funds are deposited or withdrawn to or from a Verified Account within 1-2 Business Days after the date of request. All payments will be processed the next Business Day or after the date the funds are deposited or withdrawn – there are no same day transactions.
 - b. I understand and agree that when I initiate a Payment Instruction from an Eligible FI Account using the Service, the processing of the Payment Instruction will begin and the debiting of my Eligible FI Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Verified Account or Receiver's account no earlier than the next Business Day after I initiated the Payment Instruction. If I request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates,

then the processing of the Payment Instruction will begin on the specified date(s) and the debiting of my Eligible FI Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Verified Account or Receiver's account no earlier than the next Business Day following the specified date. There are no same day transactions. The Business Day on which a request for a transfer is made begins at 5:00 p.m. Eastern Time ("ET") and ends at 5:00 p.m. ET of the following Business Day. (Example: If Monday and Tuesday are both Business Days, I can make a "Monday" request up until 5:00 p.m. ET.) Transactions will be processed one business date prior to the date on transfers and any outgoing credits will be subjected to a hold.

11. Receiving Payments.

- a. If another person wants to initiate a Payment Instruction (in response to a P2P/A2A Request or otherwise) using the Service to an Eligible FI Account I hold or, if I as a Requestor want to initiate a P2P/A2A Request, he, she or I can do that from an Eligible FI Account at a financial institution that participates in the P2P/A2A service or at the Site.
- b. I understand and agree that there may be a delay between the time I am notified of the pending Payment Instruction and the deposit of the payment funds into my Eligible FI Account, and I may be required to take additional steps to facilitate the deposit of the payment of funds into my Eligible FI Account. I authorize the Sender, the financial institution which holds the Sender's account and DFCU (including through the Site) to send emails to me and text messages to my mobile phone in connection with the Sender's initiation of Payment Instructions to me.
- c. I acknowledge and agree that in the event that funds are transferred into my Eligible FI Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the Sender, because there were not sufficient funds in the Sender's account, or for any other reason, then I hereby authorize DFCU to withdraw from my Eligible FI Account an amount equal to the amount of funds improperly transferred to me.
- d. If I as a Requestor initiate a P2P/A2A transfer request using the Service I acknowledge and agree that, (a) the applicable service fee will be deducted from payments received by me from a Sender(s), and (b) no service fee will be charged if I as the Requestor do not receive any payments from the individuals to whom the P2P/A2A Request is sent. I acknowledge and agree that individuals to whom I send a P2P/A2A

Request may not receive, or otherwise may reject or ignore, my P2P/A2A Request. DFCU does not guarantee that I will receive any payments from individuals by initiating a P2P/A2A Request.

12. Limits on A2A and P2P Transfers. The following limits apply:

- Dollar limit per transaction for Transfer from an external account to a DFCU share - \$5,000
- Dollar limit per transaction for Transfer from an external account to a DFCU loan - \$10,000
- Dollar limit per transaction for Transfer from a DFCU account to an external account - \$10,000

13. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. By using the Service, I represent that I meet these requirements and that I agree to be bound by this Agreement.

14. Prohibited Payments. The following types of payments are prohibited and we have the right but not the obligation to monitor for, block and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (P2P transfers are restricted to U.S bank accounts);
- b. Payments that violate any law, statute, ordinance or regulation;
- c. Payments related to:
 - i. tobacco products, prescription drugs and devices;
 - ii. narcotics, steroids, controlled substances or other products that present a risk to consumer safety;
 - iii. drug paraphernalia;
 - iv. ammunition, firearms, or firearm parts or related accessories;
 - v. weapons or knives regulated under applicable law;
 - vi. goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity;
 - vii. goods or services that are sexually oriented;
 - viii. goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime;
 - ix. goods or services that defame, abuse, harass or threaten others;

- x. goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous;
- xi. goods or services that advertise or sell to, or solicit others; or
- xii. goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- d. Payments relating to transactions that:
 - i. support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs;
 - ii. are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card;
 - iii. are for the sale of items before the seller has control or possession of the item, constitute money-laundering or terrorist financing; or
 - iv. are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or provide credit repair or debt settlement services;
- e. Payments for donations or payments to an unauthorized charity or non-profit organization;
- f. Payments that violate any terms in this Agreement; and
- g. Payments related to tax or court ordered obligations, gambling, any unlawful activity, or any objectionable purpose as we reasonably determine.

In no event shall DFCU be obligated to research, resolve or be liable for any claims or damages resulting from your scheduling of prohibited payments. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be my sole responsibility and not yours.

15. Acceptable Use. I agree that I am independently responsible for complying with all applicable laws in all of my activities related to my use of the Service, regardless of the purpose of the use, and for all communications I send through the Service. DFCU has the right but not the obligation to monitor and remove communications content that DFCU finds, in its sole discretion, to be objectionable in any way. In addition, I acknowledge and agree that I am prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or

threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause DFCU to lose any of the services from its internet service providers, payment processors, or other vendors.

16. Service Fees and Additional Charges. I understand and agree that I am responsible for paying all fees associated with my use of the Service. I authorize DFCU to charge my Eligible FI Account (or any other of my accounts at DFCU) for any service fees and charges applicable to transfers requested through the Service in accordance with DFCU's fee schedule in effect at the time I make an A2A or P2P transfer request. DFCU reserves the right to change the fees charged for the use of the Service. Please refer to the Fee Schedule provided with your Account Agreement. I FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE PAYMENT INSTRUCTION IS SOLELY THE FAULT OF DFCU. There may be a charge for additional transactions and other optional services. I agree to pay such charges and authorize DFCU to deduct the calculated amount from my designated Eligible FI Account for these amounts and any additional charges that may be incurred by me. Any financial fees associated with my standard deposit accounts (or other Eligible FI Accounts) will continue to apply. I am responsible for any and all telephone access fees and/or Internet service fees that may be assessed by my telephone and/or Internet service provider.

17. Execution of a Request for an A2A or P2P Transfer. First time transfer requests that are scheduled for a non-Business Day will be processed the next Business Day. Subsequent recurring payments that may be deposited or withdrawn from my Eligible FI Account are not subject to that restriction.

18. Rejection or Failure of an A2A or P2P Transfer Request.

- a. You reserve the right to reject my funds transfer request. You may reject my request if the dollar value of one or more of my transfer requests exceed my daily or monthly transfer limit (if applicable), if I have insufficient available funds in my Eligible FI Account for the amount of the A2A or P2P transfer, plus any applicable fee, if my request is incomplete or unclear, if you identify a security risk related to a requested transfer or if you are unable to fulfill my request for any other reason. I understand and agree that if you reject a request for an A2A or P2P transfer for one or more of the reasons set forth above, I will be informed of the rejection by secure message as soon thereafter as you have determined to reject the request.
- b. If you attempt to make payments for me from my Eligible FI Account and you are unable to complete the Payment Instruction for any reason associated with my Eligible FI Account (for example, there are insufficient funds in my Eligible FI Account, or the Payment Instruction would exceed the credit or overdraft protection limit of my Eligible FI Account, to cover the Payment Instruction), the Payment Instruction may not be completed. In some instances, I will receive a return notice from DFCU. In each such case, I agree that:
 - i. I will reimburse you immediately upon demand the amount of the Payment Instruction if you have delivered the payment to the Receiver but there are insufficient funds in, or insufficient overdraft credits associated with, my Eligible FI Account to allow DFCU to complete the debit processing;
 - ii. I may be assessed a fee if the payment cannot be debited because I have insufficient funds in my Eligible FI Account, or the transaction would exceed the credit or overdraft protection limit of my Eligible FI Account, to cover the requested transfer, or if DFCU cannot otherwise collect the funds from me;
 - iii. The fee amount will be as set forth in the fee schedule from DFCU (including as disclosed on the Site) or my Member Agreement;
 - iv. I hereby authorize DFCU to deduct these amounts from my designated Eligible FI Account, including by ACH debit;
 - v. I will reimburse DFCU for any fees or costs you incur in attempting to collect any amounts from me; and
 - vi. DFCU is authorized to report the facts concerning the return to any credit reporting agency.

19. Payment Cancellation, Stop Payment Requests and Refused Payments. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's account has begun. DFCU's ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's account has begun processing. Although DFCU will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, DFCU will have no liability for failing to do so. I agree that I as a Sender will not hold DFCU liable for any damages resulting from a Receiver's decision to accept or not to accept a payment initiated or attempted through the Service. You will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to my Eligible FI Account or use other reasonable efforts to return such payment to me as permitted by law.
20. Transfers Subject to the Rules of the Third Party Accounts. All funds transfers are also subject to the rules and regulations governing the relevant Third Party Accounts. I agree not to request any A2A or P2P transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.
21. Delays, Non-Execution of Funds Transfer Request. I agree that DFCU shall not be responsible for any delay, failure to execute, or misexecution of my funds transfer request due to circumstances beyond DFCU's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of my funds transfer request to the bank or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank. DFCU MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT MY BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.
22. Unauthorized A2A or P2P Transfers. I understand that if I think that someone else has learned my access credentials for online banking or an unauthorized A2A or P2P transfer or other type of online transaction has been made from one of my accounts, I must notify you immediately by telephone at 610-372-8010 or 800-563-9383 or, if I am unable to telephone you, in writing to: 2744 Century

Blvd, Wyomissing, PA 19610. By providing such prompt notice, I may limit my personal liability for unauthorized transfers.

23. Significance of Electronic Notices About Service. I agree that all electronic notices sent to me regarding status of my A2A or P2P transfer requests are simply service messages and will not constitute a transaction receipt or an official bank record with respect to an A2A or P2P transfer. I acknowledge and agree that these notices will be sent to the e-mail address I provide during my enrollment in the Service, even if I have informed you separately in the past (or choose to do so in the future) to not send me marketing messages at that same e-mail address.
24. Means of Transfer. I understand that DFCU uses a variety of banking channels and facilities to make funds transfers, but will ordinarily use the ACH Network. You may choose any reasonable means that you consider suitable to complete a transfer that I request using the Service. I authorize you to choose the means you deem suitable to cause each of my A2A or P2P transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. I agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Network, NACHA, EPN, Federal Reserve System and Clearing House Interbank Payment System (CHIPS).
25. Currency of Funds Transfer. The A2A and P2P funds transfers are made in U.S. dollars only.
26. No Unlawful or Prohibited Use. As a condition of using the A2A or P2P service, I warrant to DFCU that I will not use the 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. I further warrant and represent that I will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of such service. I may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. I agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.
27. Proprietary Rights. I acknowledge and agree that DFCU and its agents own all rights in and to the Service. I am permitted to use the Service only as expressly

authorized by this Agreement. I may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the Service or any your other services or technology.

28. Mobile Phone Users. My phone service provider is not the provider of the Service. Users of the Service will receive text messages related to my Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from my telecommunications provider may apply, and I am responsible for any such charges. In the event my enrolled mobile device is lost or stolen, I agree to update your enrollment information and make the appropriate changes to disable the use of such device. I understand that there are risks associated with using a mobile device, and that in the event of theft or loss, my confidential information could be compromised.
29. Taxes. It is my responsibility to determine what, if any, taxes apply to the transactions I make or receive, and it is my responsibility to collect, report and remit the correct tax to the appropriate tax authority. DFCU is not responsible for determining whether taxes apply to my transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
30. Address or Banking Changes. It is my sole responsibility and I agree to ensure that the contact information in my user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes can be made within the user interface of the Service or by contacting us at 610-372-8010 or 800-563-9383 or 2744 Century Blvd, Wyomissing, PA 19610. DFCU is not responsible for any payment processing errors or fees incurred if I do not provide accurate Eligible FI Account, Payment Instructions or contact information.
31. Information Authorization. My enrollment in the Service may not be fulfilled if DFCU cannot verify my identity or other necessary information. Through my enrollment in the Service as a Sender, I agree that DFCU may request a review of my credit rating at your own expense through an authorized bureau. In addition, I agree that you may obtain personal information about me as described in your Privacy Policy.
32. Errors, Questions and Complaints.

- a. In case of errors or questions about any transactions, I acknowledge and agree that I should as soon as possible contact you at 610-372-8010 or 800-563-9383.
- b. If I think your transaction history is incorrect or I need more information about a transaction listed in the transaction history, I must contact you no later than sixty (60) days after the transaction in which the problem or error appears is first posted in the transaction history. I must:
 - i. Provide my name;
 - ii. Describe the error or the transaction in question, and explain as clearly as possible why I believe it is an error or why I need more information; and
 - iii. Tell you the dollar amount of the suspected error.
- c. If I notify you verbally, you may require that I send your complaint in writing within ten (10) Business Days after your verbal notification. You will tell me the results of your investigation within ten (10) Business Days after you hear from me and will correct any error promptly. However, if you require more time to confirm the nature of my complaint or question, you reserve the right to take up to forty-five (45) days to complete our investigation. If you decide to do this, you will provisionally credit my Eligible FI Account within ten (10) Business Days for the amount I think is in error. If you ask me to submit my complaint or question in writing and I do not receive it within ten (10) Business Days, you may not provisionally credit your Eligible FI Account. If it is determined there was no error DFCU will mail you a written explanation within three (3) Business Days after completion of its investigation. I may ask for copies of documents used in your investigation. You may revoke any provisional credit provided to me if you find an error did not occur.

33. Indemnity. In consideration of the Agreement by DFCU to act upon my request to make an A2A or P2P transfer in the manner provided in this Agreement, I agree to indemnify and hold DFCU, its directors, officers, employees and agents harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of your acting upon A2A or P2P Payment Instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify DFCU against its gross negligence, bad faith, or willful misconduct.

34. Claims; Limitation of Liability; No Warranty. I agree that as soon as possible after I receive notification that my A2A or P2P transfer request has been executed, I

will tell you of any errors, delays, or other problems related to my request. If my funds transfer request is delayed or erroneously executed as a result of DFCU's error, DFCU's sole obligation to me is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable by DFCU shall be at DFCU's published savings account rate in effect within the state of the financial center of the account from which the funds transfer was made. In any event, if I fail to notify you of any claim concerning my funds transfer request within one (1) year from the date that I receive notification that my request has been executed, any claim by me shall be barred under applicable law.

I AGREE THAT DFCU SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) MY GRANTING YOU AUTHORITY TO VERIFY A THIRD PARTY ACCOUNT; (2) YOUR DEBIT AND/OR CREDIT OF A VERIFIED ACCOUNT OR YOUR INABILITY TO DEBIT AND/OR CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH MY PAYMENT INSTRUCTIONS; (3) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A THIRD PARTY ACCOUNT OR EXECUTING A TRANSFER WITH A VERIFIED ACCOUNT; (4) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT; AND (5) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT. IN NO EVENT SHALL DFCU BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH MY A2A OR P2P TRANSFER REQUEST. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, DFCU, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. DFCU MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY DFCU FROM ANY FINANCIAL INSTITUTION HOLDING ANY VERIFIED ACCOUNT OR THAT THE SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

35. Amendments. I agree that you reserve the right to change the terms and conditions of this Agreement as required by law or DCFU policy. Unless otherwise required by law, you may amend this Agreement without prior notice to me. If you choose to notify me of an amendment or are required to do so by law, you may ask me to agree to an amended version of this Agreement electronically, or

mail or deliver a separate notice, statement message or electronic message to me at the last address you have on file for me.

36. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and federal law, as applicable.
37. Electronic Consent and Acceptance of Terms and Conditions. In order to enroll to use the A2A or P2P service, I consent to receive and accept the terms and conditions of the User Agreement for the Account to Account Service and Person to Person Service, and any amendments to it, electronically. In the event any change to this Agreement requires prior notice to me, DFCU will notify me by electronic notice, at the public e-mail address I have provided for notices pertaining to this service, of the new or different terms and conditions or will provide me with a link within such electronic notice where I may view the new or different terms and conditions on a web site. I understand and agree that you reserve the right to provide any such notices to me in printed form. A record of each funds transfer request will be made available to me electronically at the time each A2A OR P2P transfer is requested and in summary form as part of the periodic statement for my Eligible FI Account to or from which the A2A or P2P transfer is requested. I may withdraw my consent to having this information provided to me electronically by contacting you by telephone at 610-372-8010 or 800-563-9383, however, by doing so I understand that I will terminate my right to use the Service. Withdrawing my consent in this manner will not prevent me from re-enrolling for the Service.
38. Required Equipment. In order to use the Service and to view and retain a copy of the terms and conditions contained in this Agreement, I understand that I must have a computer equipped with at least: a browser with 128-bit encryption; and either a printer or a disk drive or other electronic storage device. I understand that I can also obtain a printed copy of this Agreement by calling 610-372-8010 or 800-563-9383.
39. Consent and Agreement. By clicking on the "Transfer" button below, I agree: (1) I have software and equipment that satisfies the above requirements; (2) to receive information about the Service, including the Agreement and any subsequent amendments to it, electronically; and (3) have received an electronic version of the Agreement and Fee Schedule and agree to be bound by the terms and conditions contained therein. Because enrollment for the Service can only occur electronically, I understand that I will be unable to proceed if I do not click on this

button. DFCU reserves the right to provide information and notices about the Service to me by non-electronic means.

A2A Service Fee Schedule

Please refer to the DFCU Rate and Fee Schedule provided with your Account Agreement.