

**VIRGINIA CREDIT UNION  
PERSONAL MOBILE BANKING SERVICES ADDENDUM  
TO PERSONAL ONLINE BANKING AGREEMENT  
AND ELECTRONIC FUNDS TRANSFER DISCLOSURE**

The following applies only to Personal Mobile Banking Services. See the next section for information about Business Mobile Banking Services.

This Addendum (“Addendum”) to the Virginia Credit Union Personal Online Banking Agreement and Electronic Funds Transfer Disclosure (the “Agreement”) is a binding agreement between you and Virginia Credit Union (“VACU”) and governs your use of the Mobile Banking Services offered by VACU and described in this document. This Addendum is in addition to and does not replace the Agreement, which remains in full force and effect in accordance with its terms and continues to govern your use of the VACU Mobile Banking Services. If there is a conflict between this Addendum and the Agreement, the conflicting term of this Addendum will govern, as to your use of the Mobile Banking Services only.

You further agree to follow all instructions provided by VACU regarding the Mobile Banking Services as communicated via the Mobile Banking Services and/or the VACU website. You acknowledge and agree that this Agreement is in addition to the terms and conditions contained in VACU’s other agreements with you governing your membership in VACU and your checking, savings and loan accounts accessible via the Mobile Banking Services including, without limitation, the Text Banking Terms and Conditions, Membership Rules and Regulations, the Account and Fee Disclosure, the Rate Disclosure, the Privacy Policy, the Funds Availability Disclosure, the Electronic Fund Transfer Disclosure, the Membership and Account Application, and any applicable loan addendums, credit agreements or notes.

By using the Mobile Banking Services (including without limitation, by accessing the VACU mobile banking website and/or downloading the VACU Mobile Banking Application (the “Mobile Application”), and/or by providing the verification code as part of your enrollment in VACU Text Banking Services (the “Text Banking Service”), you agree to the terms and conditions of this Addendum.

**I. The Mobile Banking Services.**

A. Description. The VACU Mobile Banking Services provide you the ability to access information in your VACU accounts and to conduct certain other transactions that are available generally through VACU’s Online Banking Services (“Transactions”) using compatible and supported mobile phones, smart phones and other handheld wireless devices (“Mobile Devices”). VACU’s Mobile Banking Services include the Wireless Application Protocol Banking (“Mobile Web”), banking via the Mobile Application, and the Text Banking Service. To use the Mobile Banking Services, you must be enrolled in Online Banking.

VACU reserves the right to modify the scope of the Mobile Banking Services at any time. VACU reserves the right to refuse to make any Transaction you request through the Mobile Banking Services. You understand and agree that the Mobile Banking Services may not be accessible or may have limited utility over some mobile networks, such as while roaming. The most up to date list of the Transactions that are available via the Mobile Banking Services can be found on the VACU website. Please note that not all services available through the Online Banking Services may be offered as part of the Mobile Banking Services. Further, some or all components of the Mobile Banking Services may not be available on all Mobile Devices.

B. Proper Use of the Mobile Banking Services. You accept full responsibility for ensuring that you understand how to use the Mobile Banking Services before you do so and that you always use the Mobile Banking Services in accordance with the instructions that we post on the VACU website. You also accept full responsibility for understanding how to properly use your Mobile Device and the software that you download in order to use the Mobile Banking Services (the “Software”). We may change or upgrade components of the Mobile Banking Services from time to time. You are responsible for making sure that you understand how to use the Mobile Banking Services as modified. VACU is not liable to you for your failure to properly use the Mobile Banking Services or your Mobile Devices or for any losses or damaged caused by such failure.

- C. Personal Use Only. You understand and agree that the Mobile Banking Services are provided to you for your personal use only. You may not resell the Mobile Banking Services or any component thereof to any third party and you may not make any commercial use of the Mobile Banking Services.
- D. Mobile Carriers. You understand and agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including but not limited to, your mobile service carrier or provider (e.g., Verizon, T-Mobile, AT&T, etc.) and the provider of your Mobile Device and/or its operating system (such as Apple or Google). This Addendum does not in any way amend or otherwise affect such third party agreements, which remain in effect in accordance with their terms. You understand that these third party agreements may provide for fees, limitations and restrictions that may impact your use of the Mobile Banking Services. For example, your provider may impose data usage or text message charges for your use of or interaction with the Mobile Banking Services, including without limitation, while downloading Software and receiving or sending text messages. You agree that you are solely responsible for the payment of such fees and for any other restrictions or limitations. You agree that your mobile service provider is responsible for its products and services and you understand that your mobile service provider is not the provider of the Mobile Banking Services. If you have any problems or issues with your mobile service or your Mobile Device, you agree to contact your carrier or other provider. Likewise, if you have any problems with the Mobile Banking Services, you agree to contact VACU directly.

## **II. Software License.**

- A. License. You are hereby granted a personal, limited, non-transferrable, non-exclusive, non-sublicenseable, revocable and non-assignable license ("License") to download, install and use the Software on your Mobile Device within the United States and its territories. In the event that you obtain a new Mobile Device, you will be required to download the Software and enter a new License agreement for that Mobile Device. This license is at all times subject to your compliance with the terms and conditions of this Addendum and the other agreements between you and VACU.
- B. Limitations. VACU shall revoke this License immediately upon (i) your termination of the Mobile Banking Services in accordance with Section V of this Addendum; (ii) your deletion of the Software from your Mobile Device; (iii) your noncompliance with this Addendum or relevant terms of any of the other agreements between you and VACU; or (iv) written notice to you at any time, without or without cause. Upon revocation of this License, you agree to immediately delete the Software from your Mobile Device. VACU and its service providers reserve all rights not granted to you in this Addendum.

This License entitles you to use the Software solely in conjunction with the Mobile Banking Services and your Mobile Device and for no other reason. You may not sublicense the Software to anyone. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Software or any part of the Mobile Banking Services; (ii) copy or reproduce all or any part of the Software or the Mobile Banking Services; or (iii) interfere or attempt to interfere with the operation of the Mobile Banking Services or the Software. The Software does not include all operating systems or other software or applications that may be required to operate the Software. You are solely responsible for licensing such third party software, at your own cost and expense. You understand and agree that the Software contains trade secrets and other proprietary and confidential information and that you will make commercially reasonable efforts to protect and maintain the confidentiality of such information. You agree that you will not (i) print, copy or duplicate any portion of the Software; (ii) alter, remove or conceal any copyright notices on the Software; or (iii) make the Software available to anyone except your agents for purposes specifically related to your authorized use (and in that case, subject to such agents' agreement to comply with the restrictions herein). You may not use the Software for any purpose other than your personal use. You agree to comply with all procedures and requirements of VACU in connection with your use of the Software.

## **III. Your Obligations.**

- A. Use of the Mobile Banking Services. You agree that we may communicate to you via text message, email and other electronic and non-electronic methods information and communications relating to the Mobile Banking Services. These communications may include, without limitation, welcome messages, service update, information about any issues with the Mobile Banking Services and other information relating to the Mobile Banking Services or your use thereof. You agree that you are responsible for using the Mobile Banking Services in accordance with the terms of this Addendum and that you are responsible for maintaining the security and confidentiality of your password and other account access information. You

should not save your password on your Mobile Device. You are solely responsible for all use of and access to the Mobile Banking Services under your User ID, password and other account access information. If you encounter any errors with the Mobile Banking Services, you agree to notify VACU immediately.

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

- B. Location Based Information. If you use any location-based features of the Mobile Banking Services, you agree that your geographic location and other personal information may be accessed and disclosed through the Mobile Banking Services. If you wish to revoke access to such information, you must cease using location-based features of the Mobile Banking Services. Accessing Mobile Banking from locations outside of the United States is at your own risk.
- C. Export Control. You acknowledge that the Software is subject to the U.S. government export control laws and regulations, which may restrict or prohibit the use, export, re-export or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export or transfer the Software except in compliance with applicable U.S. export laws and regulations.
- D. Proprietary Rights. You may access and use the content provided as part of the Mobile Banking Services only as part of your use of the Mobile Banking Services. You may not copy, reproduce, distribute or create derivative works from this content.
- E. Your Conduct. You agree not to use the Mobile Banking Services or any content or information therein in any way that would (i) infringe any third party intellectual property rights including without limitation, any copyrights, patents, trademarks or trade secrets, or would otherwise violate any proprietary rights of any third party; (ii) involve fraudulent conduct or the impersonation of any other person or entity; (iii) violate any law, regulation or ordinance; (iv) be false, misleading or inaccurate; be harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or otherwise offensive or objectionable; (v) create liability for VACU or its service providers or cause VACU to lose or place VACU at risk of losing the services of any of its service providers; (vi) interfere with or disrupt VACU's computer networks or the networks or equipment of its service providers or of any mobile carriers; (vii) interfere with the use of Mobile Banking Services by any other user; or (viii) use the Mobile Banking Services to gain unauthorized access into the computer systems or accounts of any third parties.

#### **IV. Charges and Taxes.**

There is no fee for the Mobile Banking Services; however, you are solely responsible for the payment of any mobile service carrier or other provider charges incurred in connection with accessing the Mobile Banking Services.

#### **V. General Provisions.**

##### **A. Mobile Banking Services Limitations.**

1. VACU and its service providers cannot always foresee and are not responsible for technical or other difficulties relating to the Mobile Banking Services. Such difficulties may result in the loss of data or personalization settings or other interruptions in service.
2. Neither we nor our service providers assume any responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network that you use to access the Mobile Banking Services. You understand and agree that mobile communications may not be secure and that certain types of mobile communications (such as text message) are not encrypted. You also understand that you are solely responsible for ensuring the security of your Mobile Device (including by using password protection, screen locking functions and other security measures). You agree that you will exercise caution when utilizing the Mobile Application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information.

3. Transfer and payment information as well as certain services and features that are available via the Online Banking Services may differ from the information, features and services that are available through the Mobile Banking Services. The method of entering instructions or otherwise executing Transactions via the Mobile Banking Services may differ from the methods applicable to the online Banking Services. You understand and agree that such differences are characteristics of the Mobile Banking Services as offered by VACU and accepted by you. VACU and its service providers are not liable for any errors or delays in the content or any actions taken in reliance thereon.
  4. We may also limit the type, frequency and amount of transfers/inquiries for security purposes and may change or impose the limits without notice, at our option.
- B. Changes or Cancellation. You may cancel your participation in the Mobile Banking Services at any time.
1. To cancel your participation in the Mobile Banking services, contact VACU Member Services.
  2. To delete the Mobile Application, refer to the instructions for deleting applications for your specific mobile devices.
  3. To unsubscribe a Mobile Device enrolled in the Text Banking Services, text the command 'Stop' from that device.

We reserve the right to change or cancel the Mobile Banking Services at any time without notice. We may suspend your access to the Mobile Banking services at any time without notice and for any reason including, without limitation, your non-use of the Mobile Banking Services or your breach of this Addendum, the Agreement or any other applicable agreement between you and VACU. We may consider repeated incorrect attempts to enter your User ID or Password as an indication of an attempted security breach.

- C. Use of Data. Information about your use of the Mobile Banking Services is governed by our Privacy Policy, which can be found on our website.
- D. Third Party Beneficiary. You agree that VACU and its service providers may rely upon your agreements and representations in this Addendum and that such service providers are third party beneficiaries to this Addendum with the power to enforce its provisions against you.
- E. Disclaimer/Limitation of Liability. You are solely responsible for the selection, installation, maintenance and operation of your Mobile Device. VACU expressly disclaims any and all liability as it relates to the improper use of your Mobile Device and the transmission of data except as provided by law. VACU is not responsible for any errors or failures, or any personal, property, economic or non-economic damages arising out of such errors or failures, that result from any malfunction or unsuitability of your Mobile Device or any software or operating systems installed on your Mobile Device, or any virus, issues with the transmission of data, carrier-based outages, restrictions or service problems or other problems that may be associated with the use of a mobile service. EXCEPT AS EXPRESSLY SET FORTH ON THE VACU WEBSITE OR IN THIS ADDENDUM, TO THE EXTENT PERMISSIBLE BY LAW, VACU DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR THAT THE MOBILE BANKING SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. VACU WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OR THE INABILITY TO USE THE MOBILE BANKING SERVICES INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF VACU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- F. Entire Agreement. This Addendum, as it may be amended from time to time, together with any other disclosures or documents incorporated herein by reference, contain the entire agreement between you and VACU and supersede all verbal communications and previous agreements, if any, regarding the Mobile Banking Services.
- G. Other Agreements. You are still bound by the terms and conditions (including any applicable fees) imposed by the Agreement, the Text Banking Terms and Conditions, the Remote Deposit Capture Terms and Conditions and any other agreements, disclosures and any amendments thereto that govern your specific

accounts, services or membership with VACU, unless such terms, conditions and fees have been expressly changed by this Addendum.

**VIRGINIA CREDIT UNION  
BUSINESS MOBILE BANKING SERVICES ADDENDUM  
TO BUSINESS ONLINE BANKING AGREEMENT  
AND ELECTRONIC FUNDS TRANSFER DISCLOSURE**

The following applies only to Business Mobile Banking Services. See the previous section for information about Personal Mobile Banking Services.

This Addendum ("Addendum") to the Virginia Credit Union Business Online Banking Agreement and Electronic Funds Transfer Disclosure (the "Agreement") is a binding agreement between you and Virginia Credit Union ("VACU") and governs your use of the Mobile Banking Services offered by VACU and described in this document. "You" and "Your" mean each Virginia Credit Union, Inc., member, including but not limited to any multiple party account owner, joint borrower, co-signer or loan guarantor, business or business entity, i.e., corporation, limited liability company ("LLC"), partnership or any authorized signer, user or representative of such person or party. This Addendum is in addition to and does not replace the Agreement, which remains in full force and effect in accordance with its terms and continues to govern your use of the VACU Mobile Banking Services. If there is a conflict between this Addendum and the Agreement, the conflicting term of this Addendum will govern, as to your use of the Mobile Banking Services only.

You further agree to follow all instructions provided by VACU regarding the Mobile Banking Services as communicated via the Mobile Banking Services and/or the VACU website. You acknowledge and agree that this Agreement is in addition to the terms and conditions contained in VACU's other agreements with you governing your membership in VACU and your checking, savings and loan accounts accessible via the Mobile Banking Services including, without limitation, the Text Banking Terms and Conditions, Membership Rules and Regulations, the Account and Fee Disclosure, the Rate Disclosure, the Privacy Policy, the Funds Availability Disclosure, the Electronic Fund Transfer Disclosure, the Membership and Account Application, and any applicable loan addendums, credit agreements or notes.

By using the Mobile Banking Services (including without limitation, by accessing the VACU mobile banking website and/or downloading the VACU Mobile Banking Application (the "Mobile Application"), and/or by providing the verification code as part of your enrollment in VACU Text Banking Services (the "Text Banking Service"), you agree to the terms and conditions of this Addendum.

**I. The Mobile Banking Services.**

- A. Description. The VACU Mobile Banking Services provide you the ability to access information in your VACU accounts and to conduct certain other transactions that are available generally through VACU's Online Banking Services ("Transactions") using compatible and supported mobile phones, smart phones and other handheld wireless devices ("Mobile Devices"). VACU's Mobile Banking Services include the Wireless Application Protocol Banking ("Mobile Web"), banking via the Mobile Application, and the Text Banking Service. To use the Mobile Banking Services, you must be enrolled in Online Banking.

VACU reserves the right to modify the scope of the Mobile Banking Services at any time. VACU reserves the right to refuse to make any Transaction you request through the Mobile Banking Services. You understand and agree that the Mobile Banking Services may not be accessible or may have limited utility over some mobile networks, such as while roaming. The most up to date list of the Transactions that are available via the Mobile Banking Services can be found on the VACU website. Please note that not all services available through the Online Banking Services may be offered as part of the Mobile Banking Services. Further, some or all components of the Mobile Banking Services may not be available on all Mobile Devices.

- B. Proper Use of the Mobile Banking Services. You accept full responsibility for ensuring that you understand how to use the Mobile Banking Services before you do so and that you always use the Mobile Banking Services in accordance with the instructions that we post on the VACU website. You also accept full responsibility for understanding how to properly use your Mobile Device and the software that you download in order to use the Mobile Banking Services (the "Software"). We may change or upgrade components of the Mobile Banking Services from time to time. You are responsible for making sure that you understand how to use the Mobile Banking Services as modified. VACU is not liable to you for your failure to properly use the Mobile Banking Services or your Mobile Devices or for any losses or damages caused by such failure.

- C. **Business Use.** You understand and agree that the Mobile Banking Services are provided to you for use by your business. You may not resell the Mobile Banking Services or any component thereof to any third party. You are responsible for ensuring that the users you authorize to use your Mobile Banking Services do in fact use these Services.
- D. **Mobile Carriers.** You understand and agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including but not limited to, your mobile service carrier or provider (e.g., Verizon, T-Mobile, AT&T, etc.) and the provider of your Mobile Device and/or its operating system (such as Apple or Google). This Addendum does not in any way amend or otherwise affect such third party agreements, which remain in effect in accordance with their terms. You understand that these third party agreements may provide for fees, limitations and restrictions that may impact your use of the Mobile Banking Services. For example, your provider may impose data usage or text message charges for your use of or interaction with the Mobile Banking Services, including without limitation, while downloading Software and receiving or sending text messages. You agree that you are solely responsible for the payment of such fees and for any other restrictions or limitations. You agree that your mobile service provider is responsible for its products and services and you understand that your mobile service provider is not the provider of the Mobile Banking Services. If you have any problems or issues with your mobile service or your Mobile Device, you agree to contact your carrier or other provider. Likewise, if you have any problems with the Mobile Banking Services, you agree to contact VACU directly.

## II. **Software License.**

- A. **License.** You are hereby granted a personal, limited, non-transferrable, non-exclusive, non-sublicenseable, revocable and non-assignable license ("License") to download, install and use the Software on your Mobile Device within the United States and its territories. In the event that you obtain a new Mobile Device, you will be required to download the Software and enter a new License agreement for that Mobile Device. This license is at all times subject to your compliance with the terms and conditions of this Addendum and the other agreements between you and VACU.
- B. **Limitations.** VACU shall revoke this License immediately upon (i) your termination of the Mobile Banking Services in accordance with Section V of this Addendum; (ii) your deletion of the Software from your Mobile Device; (iii) your noncompliance with this Addendum or relevant terms of any of the other agreements between you and VACU; or (iv) written notice to you at any time, without or without cause. Upon revocation of this License, you agree to immediately delete the Software from your Mobile Device. VACU and its service providers reserve all rights not granted to you in this Addendum.

This License entitles you to use the Software solely in conjunction with the Mobile Banking Services and your Mobile Device and for no other reason. You may not sublicense the Software to anyone. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Software or any part of the Mobile Banking Services; (ii) copy or reproduce all or any part of the Software or the Mobile Banking Services; or (iii) interfere or attempt to interfere with the operation of the Mobile Banking Services or the Software. The Software does not include all operating systems or other software or applications that may be required to operate the Software. You are solely responsible for licensing such third party software, at your own cost and expense. You understand and agree that the Software contains trade secrets and other proprietary and confidential information and that you will make commercially reasonable efforts to protect and maintain the confidentiality of such information. You agree that you will not (i) print, copy or duplicate any portion of the Software; (ii) alter, remove or conceal any copyright notices on the Software; or (iii) make the Software available to anyone except your agents for purposes specifically related to your authorized use (and in that case, subject to such agents' agreement to comply with the restrictions herein). You may not use the Software for any purpose other than your personal use. You agree to comply with all procedures and requirements of VACU in connection with your use of the Software.

## III. **Your Obligations.**

- A. **Use of the Mobile Banking Services.** You agree that we may communicate to you via text message, email and other electronic and non-electronic methods information and communications relating to the Mobile Banking Services. These communications may include, without limitation, welcome messages, service update, information about any issues with the Mobile Banking Services and other information relating to the Mobile Banking Services or your use thereof. You agree that you are responsible for using the Mobile

Banking Services in accordance with the terms of this Addendum and that you are responsible for maintaining the security and confidentiality of your password and other account access information. You should not save your password on your Mobile Device. You are solely responsible for all use of and access to the Mobile Banking Services under your User ID, password and other account access information. If you encounter any errors with the Mobile Banking Services, you agree to notify VACU immediately.

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

- B. Location Based Information. If you use any location-based features of the Mobile Banking Services, you agree that your geographic location and other personal information may be accessed and disclosed through the Mobile Banking Services. If you wish to revoke access to such information, you must cease using location-based features of the Mobile Banking Services. Accessing Mobile Banking from locations outside of the United States is at your own risk.
- C. Export Control. You acknowledge that the Software is subject to the U.S. government export control laws and regulations, which may restrict or prohibit the use, export, re-export or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export or transfer the Software except in compliance with applicable U.S. export laws and regulations.
- D. Proprietary Rights. You may access and use the content provided as part of the Mobile Banking Services only as part of your use of the Mobile Banking Services. You may not copy, reproduce, distribute or create derivative works from this content.
- E. Your Conduct. You agree not to use the Mobile Banking Services or any content or information therein in any way that would (i) infringe any third party intellectual property rights including without limitation, any copyrights, patents, trademarks or trade secrets, or would otherwise violate any proprietary rights of any third party; (ii) involve fraudulent conduct or the impersonation of any other person or entity; (iii) violate any law, regulation or ordinance including but not limited to unlawful internet gambling; (iv) be false, misleading or inaccurate; be harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or otherwise offensive or objectionable; (v) create liability for VACU or its service providers or cause VACU to lose or place VACU at risk of losing the services of any of its service providers; (vi) interfere with or disrupt VACU's computer networks or the networks or equipment of its service providers or of any mobile carriers; (vii) interfere with the use of Mobile Banking Services by any other user; or (viii) use the Mobile Banking Services to gain unauthorized access into the computer systems or accounts of any third parties.
- F. Errors and Unauthorized Transfers. See the Business Online Banking Agreement and Electronic Funds Transfer Disclosure for information on reporting errors and unauthorized transfers.

#### **IV. Charges and Taxes.**

There is no fee for the Mobile Banking Services; however, you are solely responsible for the payment of any mobile service carrier or other provider charges incurred in connection with accessing the Mobile Banking Services. VACU reserves the right to charge a fee for Mobile Banking Services. If a fee is charged, you will be notified about the fee before the fee is imposed. You may terminate your Mobile Business Services as provided in Article V, Section B which appears below.

#### **V. General Provisions.**

##### **A. Mobile Banking Services Limitations.**

1. VACU and its service providers cannot always foresee and are not responsible for technical or other difficulties relating to the Mobile Banking Services. Such difficulties may result in the loss of data or personalization settings or other interruptions in service.



2. Neither we nor our service providers assume any responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network that you use to access the Mobile Banking Services. You understand and agree that mobile communications may not be secure and that certain types of mobile communications (such as text message) are not encrypted. You also understand that you are solely responsible for ensuring the security of your Mobile Device (including by using password protection, screen locking functions and other security measures). You agree that you will exercise caution when utilizing the Mobile Application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information.
  3. Transfer and payment information as well as certain services and features that are available via the Online Banking Services may differ from the information, features and services that are available through the Mobile Banking Services. The method of entering instructions or otherwise executing Transactions via the Mobile Banking Services may differ from the methods applicable to the online Banking Services. You understand and agree that such differences are characteristics of the Mobile Banking Services as offered by VACU and accepted by you. VACU and its service providers are not liable for any errors or delays in the content or any actions taken in reliance thereon.
  4. We may also limit the type, frequency and amount of transfers/inquiries for security purposes and may change or impose the limits without notice, at our option.
- B. Changes or Cancellation. You may cancel your participation in the Mobile Banking Services at any time.
1. To cancel your participation in the Mobile Banking services, contact VACU Member Services.
  2. To delete the Mobile Application, refer to the instructions for deleting applications for your specific mobile devices.
  3. To unsubscribe a Mobile Device enrolled in the Text Banking Services, text the command 'Stop' from that device.

We reserve the right to change or cancel the Mobile Banking Services at any time without notice. We may suspend your access to the Mobile Banking services at any time without notice and for any reason including, without limitation, your non-use of the Mobile Banking Services or your breach of this Addendum, the Agreement or any other applicable agreement between you and VACU. We may consider repeated incorrect attempts to enter your User ID or Password as an indication of an attempted security breach.

- C. Use of Data. Information about your use of the Mobile Banking Services is governed by our Privacy Policy, which can be found on our website.
- D. Third Party Beneficiary. You agree that VACU and its service providers may rely upon your agreements and representations in this Addendum and that such service providers are third party beneficiaries to this Addendum with the power to enforce its provisions against you.
- E. Disclaimer/Limitation of Liability. You are solely responsible for the selection, installation, maintenance and operation of your Mobile Device. VACU expressly disclaims any and all liability as it relates to the improper use of your Mobile Device and the transmission of data except as provided by law. VACU is not responsible for any errors or failures, or any personal, property, economic or non-economic damages arising out of such errors or failures, that result from any malfunction or unsuitability of your Mobile Device or any software or operating systems installed on your Mobile Device, or any virus, issues with the transmission of data, carrier-based outages, restrictions or service problems or other problems that may be associated with the use of a mobile service. EXCEPT AS EXPRESSLY SET FORTH ON THE VACU WEBSITE OR IN THIS ADDENDUM, TO THE EXTENT PERMISSIBLE BY LAW, VACU DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR THAT THE MOBILE BANKING SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. VACU WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OR THE INABILITY TO USE THE MOBILE BANKING SERVICES INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF VACU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- F. Entire Agreement. This Addendum, as it may be amended from time to time, together with any other disclosures or documents incorporated herein by reference, contain the entire agreement between you and VACU and supersede all verbal communications and previous agreements, if any, regarding the Mobile Banking Services.
  
- G. Other Agreements. You are still bound by the terms and conditions (including any applicable fees) imposed by the Agreement, the Text Banking Terms and Conditions, the Remote Deposit Capture Terms and Conditions and any other agreements, disclosures and any amendments thereto that govern your specific accounts, services or membership with VACU, unless such terms, conditions and fees have been expressly changed by this Addendum.

**VIRGINIA CREDIT UNION**  
**PERSONAL REMOTE DEPOSIT CAPTURE TERMS AND CONDITIONS**

The following applies only to Personal Remote Deposit Capture Services. See the next section for information about Business Remote Deposit Capture Services.

These Remote Deposit Capture Terms and Conditions (the "RDC Terms") are a binding agreement between you and Virginia Credit Union ("VACU") and govern your use of the mobile deposit and/or remote deposit capture services ("RDC Services") offered by VACU. These RDC Terms are in addition to the Personal Mobile Banking Services Addendum (the "Addendum") and the Personal Online Banking Agreement and Electronic Funds Transfer Disclosure (the "Agreement") and do not replace the Agreement or the Addendum, both of which remain in full force and effect in accordance with their terms. If there is a conflict between these Terms and either the Addendum or the Agreement, the conflicting term of these Terms will govern, as to your use of the RDC Services only.

Further, any other agreements that you have entered into with VACU are incorporated herein by reference and made part of these Terms. A non-exclusive list of these other agreements and disclosures are listed in the Addendum and the Agreement.

By using the RDC Services, you agree to these terms and conditions. VACU may change the Terms from time to time and will notify you of any material change via email or on our website by providing a link to the revised Terms. VACU reserves the right to change, modify, add or remove portions of the RDC Services or to discontinue them entirely. Your continued use of the RDC Services after the implementation of such changes indicates your acceptance of such changes.

**I. The RDC Services.**

The RDC Services enable you to make deposits to your checking, savings or other specified accounts from a remote location by using your mobile phone, smart phone or similar device to capture the image of a check and deliver the images to VACU. VACU may implement technical specifications for the RDC Services at any time and may change such technical specifications from time to time. Currently, VACU offers the RDC Services without additional charge, but reserves the right to change that policy in the future.

**II. Limitations of the RDC Services.**

Your ability to use the RDC Services depends on a number of factors, including your device, your mobile phone or data carrier and other factors outside of VACU's control. You may experience technical difficulties when using the RDC Services. VACU does not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Without limiting the foregoing, the terms set forth in Sections V (A) and V(B) of the Addendum apply to the RDC Services.

**III. Eligibility Requirements.**

You must be an Online Banking and Mobile Deposit user in good standing. You agree to deposit only checks as that term is defined in Federal Reserve Regulation CC ("Regulation CC"). You agree that the image of the check transmitted to VACU shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You agree that you will not use the RDC Services to deposit any checks listed below:

- A. Checks payable to any person or entity other than you.
- B. Checks or items containing an obvious alteration to any of the fields on the front of the check or which you know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- C. Checks that are remotely created checks, as defined in Regulation CC.
- D. Checks previously converted to a substitute check, as defined in Regulation CC.

- E. Checks drawn on a financial institution located outside the U.S.
- F. Checks not payable in United States currency.
- G. Checks that are post-dated, or stale-dated more than six months prior to the date of deposit.
- H. Checks prohibited by VACU's current procedures related to the RDC Services or which are otherwise not acceptable under the terms of your VACU account.

**IV. Image Quality/Receipt of Deposits.**

The image of a check transmitted to VACU using the RDC Services must be legible. The image quality must comply with the requirements established from time to time by applicable regulators, clearing houses or associations. VACU reserves the right to reject any check deposited through the RDC Services without liability to you. VACU is not responsible for images that it does not receive or that are corrupted or dropped during transmission. An image of a check is deemed received when you receive an email confirmation message from VACU that it has received the image. Receipt of such a transmission does not mean that the transmission was error free or complete.

**V. Endorsements.**

You agree to endorse checks deposited via the RDC Services with a restrictive endorsement that states "For Mobile Deposit at VACU." You will be liable for any loss related to remotely deposited items that do not contain this restrictive endorsement which are subsequently deposited. You also agree to follow any and all other procedures and instructions for use of the RDC Services that VACU may put in place from time to time.

**VI. Availability of Funds.**

You agree that checks deposited using the RDC Services are not subject to the fund availability requirements of Regulation CC. Funds deposited using the RDC Services generally will be posted to your account on the first business day after the day we receive your deposit.

**VII. Retention and Disposal of Transmitted Checks.**

Upon your receipt of a confirmation from VACU that we have received the image of a check, you agree to retain the check for 30 days or until verified in your next statement, after which time you will either (a) securely dispose of the check; or (b) mark the check as VOID if you want to keep it for your records. In any case you may not re-present the check for payment.

**VIII. Deposit Limits.**

Funds you deposit may not be available for immediate withdrawal. The first \$200 of your total daily deposits may be credited to your account after your check is processed. VACU reserves the right to impose limits on the amounts and/or number of deposits you can make using the RDC Services and to modify those limits from time to time.

**IX. Devices and Software.**

In order to use the RDC Services, you may need to obtain compatible mobile devices and software, as specified by VACU from time to time. VACU is not responsible for any third party devices or software that you may require to use the RDC Services.

**X. Errors.**

You agree to notify VACU promptly of any suspected errors regarding checks deposited via the RDC Services. Unless you notify VACU of an error within sixty (60) days after receiving the applicable statement that shows the error, such statement regarding all deposits made through the RDC Services will be deemed correct and you may not bring a claim against VACU for such error.

**XI. Presentment.**

The manner in which the checks are cleared, presented for payment and collected shall be in VACU's sole discretion, subject to the agreements (including any depository agreements) governing your accounts.

**XII. Member Warranties and Indemnification.**

You warrant to VACU that: (i) you will only deposit eligible items; (ii) your images will meet the quality standards set forth herein; (iii) you will not attempt to re-deposit or re-present duplicate checks; and (iv) you will comply with all applicable laws, regulations and rules. You will indemnify and hold VACU harmless from any loss for breach of this warranty provision.

**VIRGINIA CREDIT UNION**  
**REMOTE DEPOSIT CAPTURE BUSINESS SERVICES TERMS AND CONDITIONS**

The following applies only to Business Remote Deposit Capture Services. See the previous section for information about Personal Remote Deposit Capture Services.

These Remote Deposit Capture Terms and Conditions (the "RDC Terms") are a binding agreement between you and Virginia Credit Union ("VACU") and govern your use of the mobile deposit and/or remote deposit capture services ("RDC Business Services") offered by VACU. "You" and "Your" mean each Virginia Credit Union, Inc., member, including but not limited to multiple party account owner, joint borrower, co-signer or loan guarantor, business or business entity, i.e., corporation, limited liability company ("LLC"), partnership or any authorized signer, user or representative of such person or party. These RDC Terms are in addition to the Business Mobile Banking Services Addendum (the "Addendum") and the Business Online Banking Agreement and Electronic Funds Transfer Disclosure (the "Agreement") and do not replace the Agreement or the Addendum, both of which remain in full force and effect in accordance with their terms. If there is a conflict between these Terms and either the Addendum or the Agreement, the conflicting term of these Terms will govern, as to your use of the RDC Business Services only.

Further, any other agreements that you have entered into with VACU are incorporated herein by reference and made part of these Terms. A non-exclusive list of these other agreements and disclosures are listed in the Addendum and the Agreement.

By using the RDC Business Services, you agree to these terms and conditions. VACU may change the Terms from time to time and will notify you of any material change via email or on our website by providing a link to the revised Terms. VACU reserves the right to change, modify, add or remove portions of the RDC Business Services or to discontinue them entirely. Your continued use of the RDC Business Services after the implementation of such changes indicates your acceptance of such changes.

- I. The RDC Business Services – Business Use.** You understand and agree that the RDC Business Services are provided to you for use by your business. You may not resell the RDC Business Services or any component thereof to any third party. You are responsible for ensuring that the users you authorize to use your RDC Business Services do in fact use these Services.

The RDC Business Services enable you to make deposits to your checking, savings or other specified accounts from a remote location by using your mobile phone, smart phone or similar device to capture the image of a check and deliver the images to VACU. VACU may implement technical specifications for the RDC Business Services at any time and may change such technical specifications from time to time. Currently, VACU offers the RDC Business Services without additional charge, but reserves the right to change that policy in the future.

**II. Limitations of the RDC Business Services.**

Your ability to use the RDC Business Services depends on a number of factors, including your device, your mobile phone or data carrier and other factors outside of VACU's control. You may experience technical difficulties when using the RDC Business Services. VACU does not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Without limiting the foregoing, the terms set forth in Sections V(A) and V(B) of the Addendum apply to the RDC Business Services.

**III. Eligibility Requirements.**

You must be an Online Banking and Mobile Deposit user in good standing. You agree to deposit only checks as that term is defined in Federal Reserve Regulation CC ("Regulation CC"). You agree that the image of the check transmitted to VACU shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You agree that you will not use the RDC Business Services to deposit any checks listed below:

- A. Checks payable to any person or entity other than you.

- B. Checks or items containing an obvious alteration to any of the fields on the front of the check or which you know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- C. Checks that are remotely created checks, as defined in Regulation CC.
- D. Checks previously converted to a substitute check, as defined in Regulation CC.
- E. Checks drawn on a financial institution located outside the U.S.
- F. Checks not payable in United States currency.
- G. Checks that are post-dated, or stale-dated more than six months prior to the date of deposit.
- H. Checks prohibited by VACU's current procedures related to the RDC Business Services or which are otherwise not acceptable under the terms of your VACU account.

**IV. Image Quality/Receipt of Deposits.**

The image of a check transmitted to VACU using the RDC Business Services must be legible. The image quality must comply with the requirements established from time to time by applicable regulators, clearing houses or associations. VACU reserves the right to reject any check deposited through the RDC Business Services without liability to you. VACU is not responsible for images that it does not receive or that are corrupted or dropped during transmission. An image of a check is deemed received when you receive an email confirmation message from VACU that it has received the image. Receipt of such a transmission does not mean that the transmission was error free or complete.

**V. Endorsements.**

You agree to endorse checks deposited via the RDC Business Services with a restrictive endorsement that states "For Remote Deposit at VACU." You will be liable for any loss related to remotely deposited items that do not contain this restrictive endorsement which are subsequently deposited. You also agree to follow any and all other procedures and instructions for use of the RDC Business Services that VACU may put in place from time to time.

**VI. Availability of Funds.**

You agree that checks deposited using the RDC Business Services are not subject to the fund availability requirements of Regulation CC. Funds deposited using the RDC Business Services generally will be posted to your account on the first business day after the day we receive your deposit.

**VII. Retention and Disposal of Transmitted Checks.**

Upon your receipt of a confirmation from VACU that we have received the image of a check, you agree to retain the check for 30 days or until verified in your next statement, after which time you will either (a) securely dispose of the check; or (b) mark the check as VOID if you want to keep it for your records. In any case you may not re-present the check for payment.

**VIII. Deposit Limits.**

VACU reserves the right to impose limits on the amounts and/or number of deposits you can make using the RDC Business Services and to modify those limits from time to time.

**IX. Devices and Software.**

In order to use the RDC Business Services, you may need to obtain compatible mobile devices and software, as specified by VACU from time to time. VACU is not responsible for any third party devices or software that you may require to use the RDC Business Services.

**X. Errors.**

You agree to notify VACU promptly of any suspected errors regarding checks deposited via the RDC Business Services. Unless you notify VACU of an error within sixty (60) days after receiving the applicable statement that shows the error, such statement regarding all deposits made through

the RDC Business Services will be deemed correct and you may not bring a claim against VACU for such error.

**XI. Presentment.**

The manner in which the checks are cleared, presented for payment and collected shall be in VACU's sole discretion, subject to the agreements (including any depository agreements) governing your accounts.

**XII. Member Warranties and Indemnification.**

You warrant to VACU that: (i) you will only deposit eligible items; (ii) your images will meet the quality standards set forth herein; (iii) you will not attempt to re-deposit or re-present duplicate checks; and (iv) you will comply with all applicable laws, regulations and rules. You will indemnify and hold VACU harmless from any loss for breach of this warranty provision.