

DIGITAL BANKING AGREEMENT AND DISCLOSURE

By enrolling in Online Banking and Mobile Banking (the "Service"), you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement"). Bulldog Federal Credit Union (BFCU) may offer additional Online Banking and Mobile Banking services and features from time to time. Any added Service(s) and feature(s) will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service or feature is added and/or at the time of enrollment for the feature or Service if applicable. These terms and conditions may be modified or cancelled from time to time without notice, except as required by Law.

Use of a Third-Party Service Provider

Access Softek (AST) is the third-party provider with whom BFCU has contracted to provide the Service to its members. BFCU, at its sole discretion, reserves the right to change Service providers.

Definitions of words in this Agreement:

"Account(s)" means your eligible BFCU savings, checking, money market, share certificate, loan or other product information that can be accessed through Online or Mobile Banking.

"Device" means a supported mobile device including a cellular phone, smart phone, or other mobile device that is web-enabled and allows Secure Sockets Layer "SSL" traffic capable of receiving text messages. Your wireless carrier may assess fees for data, text messaging, or web services. Consult your wireless plan provider for details.

"Mobile Banking" means accessing your accounts through a mobile application (mobile app) on a Device using a secure login and password.

"Browser Banking" means accessing your accounts through a web browser on a Device using a secure login and password.

"Online Banking" means accessing your accounts through a Computer using a secure login and password.

"Digital Banking" refers to Mobile Banking, Browser Banking and Online Banking collectively.

"We", "Us", and "Credit Union" mean Bulldog Federal Credit Union.

"Website" means BFCU's website <https://www.bdfcu.com>

"You" and "Your(s)" means each person with authorized access to your Account(s) through Online Banking.

Agreement:

This Agreement contains the terms that govern your use of the BFCU Online Banking and Mobile Banking application services. You may use this Service to access your accounts through the Internet or Device. By using Digital Banking to access an account you are agreeing to the terms of this Agreement which supplements the terms and agreements of your Account(s) to which you have previously agreed. Examples of accounts that you may elect to access include deposit accounts and loan accounts. Your accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. Additionally, each account will be subject to the following:

- The terms or instruction appearing on a screen when using Digital Banking
- BFCU rules, procedures and policies applicable to each account
- The rules and regulations of any funds transfer system used in connection with Digital Banking and all applicable state and federal laws and regulations

This Agreement is subject to applicable federal laws and the laws of the state of Maryland (except to the extent that this agreement can and does vary such rules or laws).

Digital Banking Access:

Digital Banking is offered as a convenience and supplemental service to in-person account management. It allows you access your Credit Union account information, make payments to payees, transfer funds and to conduct other banking transactions at your convenience. You must register to use these digital services prior to accessing your account electronically for the first time. You can enroll through any digital platform (desktop computer, mobile browser, or mobile app).

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request. We may also reserve the right to modify the scope of the Service at any time. You may access your Account through electronically to obtain balances, transaction history, and other information for all account under your Member Number. All Accounts will be linked by the means of the Member Number. Accounts that are linked together will appear together regardless to the ownership of those accounts.

Business Days:

Monday-Friday, excluding federal holidays. Our holiday schedule can be viewed on our website.

Confidentiality:

We will abide by the BFCU Privacy Policy in all transactions with you.

Changes:

Except as otherwise required by law, rule or regulation, we may change the terms of this Agreement from time to time and at any time. When changes are made, we will update this Agreement on the Website. The Website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. As always, you may choose to accept or decline changes by continuing or discontinuing the use of Online Banking or Mobile Banking. Changes to fees or terms applicable to Accounts are governed by the agreement otherwise governing the applicable account.

Fees:

A current fee schedule is available on the Website. There are no monthly fees for accessing Online Banking. Other fees may be assessed and billed separately by your online service provider or Device provider. All telephone or wireless charges associated with Online Banking or Mobile Banking are your responsibility. All other fees which have been separately disclosed to you in connection with your Account(s) will continue to apply to those Account(s) and to your Online Banking and Mobile Banking.

Mobile Banking Service Limitations:

Mobile Banking may not be accessible or may have limited service over some network carriers. Mobile Banking may also not be supported by all Devices. BFCU cannot guarantee and is not responsible for the availability of data services provide by your mobile carrier, such as date outages or "out of network" issues.

Use of Mobile Banking Service:

We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device, and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

Other Mobile Banking Agreements:

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions set forth in your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that the Agreement does amend or supersede any of those agreements. You understand that those agreements may provide fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider.) You also agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services and you also agree to resolve any issues or problems with your mobile service provider directly without involving us.

You agree to review your account disclosures carefully, as they may include transaction limitations and fees which may apply to your use of Mobile Banking.

Equipment and Software:

BFCU does not guarantee that your Device or mobile phone service provider will be compatible with Mobile Banking. Mobile phones and other Devices with internet capabilities 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 phone or could result in information being intercepted by a third party. BFCU will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. BFCU 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.

BFCU is not responsible for errors or delays or your inability to access the service caused by your Device. We are not responsible for the cost of upgrading the Device to remain current with the Service. We are not responsible for any damage to the Device or the data within.

Transfers:

You may use the Service to transfer funds between your eligible BFCU accounts, between your BFCU account and an account which you own at another financial institution (account-to-account/A2A), and between your account and another BFCU member (member-to-member).

You may also use the service to access Bill Pay through a secure single sign on. The Bill Pay service includes the ability to send electronic payments (e-payments) to a person outside BFCU over the age of 18 who has a US bank account and an email address (person-to-person/P2P). Bill Pay and P2P are covered by separate disclosures which will be presented to you when you access the service for the first time.

You must have sufficient funds available in the selected accounts at the time the transfer is received, including available overdraft protection (if applicable). We may process transfers that exceed your available balance at our sole discretion. Applicable fees may apply as permitted by Law.

Federal regulations limit the number of transfers allowed from a money market share account per month. Online and Mobile Banking transfers count toward this limit. Each transfer from a money market share account using Online Banking is counted as one of the six limited transactions permitted each month. (See Truth in Savings disclosure)

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option as permitted by Law.

ACCOUNT-TO-ACCOUNT (A2A) TRANSFERS

You may initiate funds transfers between your BFCU account and an account you own at another financial institution. By initiating such transfer, you authorize BFCU to (i) accomplish this transfer through the Automated Clearing House ("ACH") and (ii) to use the Service Provider as our agent for this purpose.

You understand that BFCU and its Service Provider may originate more than one ACH entry (for example, a paired credit and debit entry) to accomplish the transfer you are requesting or authorizing. These ACH entries may be originated in any sequence (for example, a credit may be provided to you in advance of settlement on a paired debit entry against your account). You authorize us or our Service Provider to resubmit debit entries against your account as needed to fulfill the ACH Transfer you have requested. If this is a recurring ACH Transfer, this authorization will continue in full force and effect until such time as you cancel the recurring ACH Transfer as provided below.

To use the A2A function, you agree that:

1. You are at least eighteen (18) years old, and a resident of the United States. You are the owner of the applicable debit and/or credit accounts and have the right to access, use, and authorize us and our agents to initiate ACH entries to debit or credit such accounts in the amount you have specified.
2. You agree to comply with the National Automated Clearing House Association ("NACHA") rules when as the Originator (as defined under NACHA rules) you initiate funds ACH Transfers to or from your accounts. You authorize the Service Provider to be an Originator and to use an Originating Depository Financial Institution ("ODFI") (as defined under NACHA rules) chosen by it where appropriate to process your request to the Financial Institution.
3. You accept our appointment of the Service Provider as our agents to electronically process your funds transfers on our behalf as you have instructed, subject to the terms and conditions stated herein. You understand and agree that the Service Provider is not acting as a fiduciary, trustee or money transmitter, or providing escrow service, with respect to your funds, but only acting as the Financial Institution's processor.
4. You agree to use the service for legal purposes only and not in violation of any U.S. or foreign laws, including but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations promulgated by the U.S. Treasury Department, such as sanction laws administered by the Office of Foreign Asset Control. You agree that if we suspect or believe a transaction is unlawful or even suspicious, we may block the transaction and take any other action we deem to be reasonable. This includes acting to prevent violations of the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA") and these Terms of Service. You agree not to use the service in any manner that could damage, disable, overburden, or impair the service or interfere with any other parties use and enjoyment of the service.

5. You authorize us and our Service Provider to make small deposits and/or withdrawals to the target account to confirm your control of that account (and to reverse these after the test is completed). The withdrawal amount(s) will never be greater than the deposit amount(s). You agree to verify online the amounts of such deposits and/or withdrawals. We will not transfer the funds in this case until verification is made, and neither we nor our Service Provider shall have any liability to you for failure to initiate the funds transfer you have requested due to your failure to complete the authorization process. Notwithstanding the foregoing, some accounts you have at another financial institution may be used without this verification process.
6. We and our Service Provider will process your funds transfer request based on the information you provide. Any errors in the information (including incorrect or inconsistent account names, account numbers or ABA routing numbers) that you provide to us are your responsibility. We and our Service Provider are not required to investigate discrepancies between account numbers and names on the account, and you agree that we and our Service Provider are not responsible for investigating such discrepancies and may execute an ACH Transfer using account number information only, even if the name and the account number do not match. You agree to use a browser that at a minimum provides a level of security equivalent to 128-bit RC4 encryption when accessing or using the service to initiate or approve ACH Transfers.
7. If an account of yours has a joint account holder, you represent and warrant that each joint account holder has consented to the ACH Transfer(s), whether sending funds or receiving funds.
8. You may not be able to cancel or revoke an ACH Transfer once you have submitted or approved it since processing begins immediately or soon after your approval is received by us. For your rights in placing a stop payment on your account, refer to the specific account disclosures provided to you by your financial institution. You may stop payment of a recurring ACH transfer orally or in writing at least three business days before the scheduled date of the transfer. If processing has not begun, you may be allowed to cancel or delete ACH transfers from the Service: ACH Transfers with a status of pending may be cancelled; recurring ACH Transfers may be deleted prior to submission of the next transfer.
9. All accounts must be located in the U.S. No International transactions are supported.
10. The typical time to transfer funds with us using the ACH network is three to five business days (that is, days we are open but excluding bank holidays and weekends). If we permit you to initiate an expedited transfer, this time may be reduced to one to two business days. However specific transaction times may vary, and neither we nor our Service Provider guarantee any specific turnaround time to complete your funds transfer. You should check your accounts to see your ACH Transfers
11. You agree that credits to your account are provisional and subject to return or reversal if we or our Service Provider receives returns or reversals from the ACH or if we must otherwise reverse an ACH Transfer (including for failure to receive final payment). After we have received final payment on ACH credits, these deposits are referred to as collected items. We also reserve the right to refuse to process or to return all or any funds transferred.
12. We or our Service Provider, in our sole and absolute discretion, have the right to reject, reverse, or cancel any ACH Transfer you initiate, and/or restrict or condition your ability to use the service, at any time for any reason or no reason, including but not limited to (a) insufficient funds in an account being debited; (b) suspicious activity; (c) order of any law enforcement agency or other legal process; (d) inability to verify information you are asked to provide; (e) providing us with false or inaccurate information; (f) hacking, tampering or impacting the service functionality, availability or security; (g) using the service for unlawful purposes (as determined by us in good faith, but without the need for inquiry); or (h) failing to cooperate with any information request.
13. In consideration of the agreement by us and our Service Provider to act upon your request to make transfers of funds in the manner provided for in these Terms of Service:
 1. If any fees, fines or other sanctions, or damages or loss, are incurred or suffered by us or our Service Provider in connection with your use of the service, you agree to indemnify, defend, and hold harmless us and the Service Provider.
 2. The service, information, data, features and all content on this website are offered and made available on an "as is," "as available," basis. In no event shall we or our Service Provider be liable to you (and, if you are a non-consumer, your company, employees, agents, third parties, associates, or partners), or to anyone else for any consequential, incidental, special, punitive, or indirect damages of any kind whatsoever, including without limitation those resulting from loss or impairment of use, data, or profits, that you or anyone else may incur relating to your use or access to this site, or the use or access hereto by anyone else, even if we have been advised of the possibility of any such damages.
 3. You expressly waive any and all claims you may have or assert against us or our Service Provider relating directly or indirectly to accessing or using or reliance upon any such information or data by you or anyone else.
 4. The term "damages" as used herein includes, without limitation, any and all liability, loss, damage, injury, claim, founded or unfounded, expense, fee of any kind, including, attorneys' or accountants' fees.
 5. **Note - if you are a consumer, the foregoing is limited to the extent that it may conflict with any non-waivable rights you may have under applicable law.**
14. WE AND OUR SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER REGARDING THIS SERVICE, WEBSITE OR ANY CONTENT ACCESSIBLE HEREIN OR AVAILABLE FROM OTHER SITES ACCESSIBLE HEREBY,

INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR USE, WARRANTY OF NON-INFRINGEMENT, WARRANTY OF TITLE, OR WARRANTY OF ANY OTHER KIND.

15. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. In such states, liability is limited to the extent permitted by law. Accordingly, some of the above limitations may not apply to you.
16. In the case where a provision in another agreement we have with you conflicts with a provision in these Terms of Service, these Terms of Service will apply.
17. These Terms of Service will be interpreted according to their fair meaning and shall not be interpreted strictly against or for either party. These Terms of Service constitute the entire agreement with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether, electronic, oral or written, between you and us.

YOU AGREE TO CONFIRM THE COMPLETION OF EACH TRANSFER IN YOUR ACCOUNT BALANCE AND TRANSACTION HISTORY BEFORE WITHDRAWING TRANSFERRED FUNDS.

Your Responsibilities:

You agree to the following by enrolling in Online or Mobile Banking or by using the Service:

Account Ownership/Accurate Information: You agree that you are the legal owner of the Accounts and other financial information which may be accessed via Online or Mobile Banking. You agree that all information provided to us in connection with Online or Mobile Banking is accurate, current and complete, and that you are required to provide such information to us for the purpose of Online or Mobile Banking. You agree you will keep BFCU informed of any changes to your email address. You agree not to misrepresent your identity or your account information as well as keeping your account information up to date and accurate. You agree that you are an authorized user of the Device. You are responsible for all transactions you authorize using Online and Mobile Banking under this Agreement. If you permit others to use your log in or password, you are responsible for any transactions they authorize or conduct on any of your Accounts. BFCU has the right to rely upon the access of Online or Mobile Banking using log in and password information as legitimate.

User Security: You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Online Banking or Mobile Banking. You agree you will not give out account information, user log in or passwords, leave your computer unattended while on Online Banking, allow your computer to store your user name and password, leave account information in view or range of others, nor will you send any private account information via a public or general email system. You also agree to log out of Online Banking completely if you are using a public computer. You agree not to leave your Device unattended while logged into Online or Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you allow access to Online or Mobile Banking to an unauthorized user, you will be responsible for any transaction they authorize, and we will not be liable for any damages as a result. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We recommend that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize your password and do not write it down. You are responsible for keeping your password and account information confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify us immediately by calling (301)797-6318. You may also notify us in writing at Bulldog Federal Credit Union, 580 Northern Ave., Hagerstown, MD, 21742.

We make no representation that any content or use of Mobile Banking is available in locations outside the United States. Accessing Mobile Banking from locations outside the United States is at your own risk.

User Conduct: You agree not to use Digital Banking or the content or information delivered through Digital Banking in any way that would be considered illegal or violate any law or statute. Harassment or threatening language will result in the closure or suspension of your Account. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. And you agree not to make commercial use of Online or Mobile Banking or resell, lease, rent, or distribute access to Online or Mobile Banking.

Indemnification: Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Bulldog Federal Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and

licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney fees) caused by or arising from third party claims, disputes, action or allegation of infringement, misuse, or misappropriation based on information, data, file, or otherwise in connection with the Service; your violation or any law or rights of a third party or your use or use by a third party of Online or Mobile Banking.

Errors:

In case of errors or questions about your electronic transfers, call us at (301)797-6318, write us at 580 Northern Ave., Hagerstown, MD, 21742, or email us at info@bdfcu.com as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

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

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

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Termination:

BFCU reserves the right to terminate Online or Mobile Banking, in whole or in part at any time with or without cause and without prior written notice as allowed by Law. In the event you provide a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. We reserve the right to terminate your access to the Service after a period of inactivity on your part without prior notice to you. We also reserve the right to suspend the Service either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion including if a security breach has been attempted or occurred. We may consider repeated incorrect attempts to enter your username or PIN as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement in respect to occurrences before termination.