



## Online and Mobile Services Agreement

This Agreement contains the terms and conditions that govern your use of the Online or Mobile Services (collectively and as further defined below, the "Services" in this Agreement) provided by Apple Federal Credit Union.

When you use or access, or permit any other person(s) or entity(ies) to use or access those Services, you agree to the terms and conditions of this agreement and will comply with other written requirements that we may provide, including but not limited to, your Membership and Account Agreement, any end user license agreement (EULA), and all applicable State, Federal, and International laws and regulations. In the event of conflict between this Agreement and your Membership and Account Agreement, any addenda to this Agreement or any EULA provided in conjunction with your use of the Services, the terms of the Membership and Account Agreement, addenda, or EULA will control except as may be otherwise stated in this Agreement.

We may amend or change this Agreement from time to time. Your use of the Services after we have made such changes available will be considered your agreement to the change. Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Services. We may, from time to time, introduce new features to the Services, or modify or delete existing features. We shall notify you of any of these changes to features as appropriate. By using any new or modified features when they become available, you agree to be bound by the terms and conditions concerning these features.

### 1. DEFINITIONS

- **"Apple Federal Credit Union", "Apple FCU", "Credit Union", "we", "our", or "us"** mean, collectively, Apple Federal Credit Union and its subsidiaries, third-party providers, and affiliates.
- **"You", "your", "User"** mean the member(s) of Apple Federal Credit Union and all joint owners and authorized or users and signers on your account(s) at Apple Federal Credit Union.
- **"Account" or "Accounts"** mean the Checking, Savings or other deposit account(s), loan account(s) and other account(s) that are tied to your Social Security number, Tax Identification Number or other unique identifier provided to you by Apple Federal Credit Union (your "Member Number") and that are used through the Services.
- **"Services"** means any Online or Mobile Services provided by Apple FCU. Certain features, information, types of transactions or other services available while using the Services are only available for certain accounts and may not be available when accessing the Services via mobile device or for all of your accounts.
- **"PAT"** means Personal Automated Teller.

### 2. CONTACT US

We suggest the following contact methods if you have any questions about this Agreement or need to contact us for matters related to your Online and Mobile Services.

- Chat or Send us a Secure Message: Within the Online and Mobile Service.
- Phone: 703-788-4800
- Branches: Find a location near you, and hours of availability, by using our website Branches and ATM locator tool or mobile application
- Write us at:  
Apple Federal Credit Union  
Attention: Digital Solutions  
P.O. Box 1200  
Fairfax, Virginia 22038-1200

### 3. GENERAL TERMS APPLICABLE TO YOUR USE OF THE SERVICES

#### Computer Equipment; Browser Access and Internet Services

You are responsible for obtaining, installing, and operating all software, hardware, and other equipment (collectively known as the "Systems") necessary for you to access and use the Services. You are additionally responsible for obtaining Internet services via the Internet Service Provider of your choice. If you signed up in person at a branch, rather than online, you will have to complete additional steps to demonstrate you have the capacity to receive and send information online or through a tablet or mobile device to access your accounts. Those instructions were provided to you when you enrolled at a branch. We are neither responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. If the browser or operating system you are using does not meet our security standards or a security feature Apple FCU has installed is disabled or compromised, your ability to access online and mobile banking services may be made unavailable or otherwise restricted by Apple FCU or a third-party detecting such unauthorized disabling or compromise of Apple FCU's online and mobile banking system.

You are strongly encouraged to promptly install updates and patches to any software whether provided by Apple FCU or your Internet or software provider to minimize the potential for security breaches.

### **Registration**

To register for Online and Mobile Services, you must be an Apple FCU account owner. Any additional requirements will be identified when you apply for access to the specific Online or Mobile Services.

### **Authorized Access**

When you request access to Online and Mobile Services, we will ask you to set up your username, a password and any other authentication information we need to verify your identity. Depending on the online or mobile service requested, as part of the authentication process we may send you a one-time code for you to enter via email, text or a call to an established telephone number for you to use to complete setting up the online or mobile service. Each person who is allowed by you to access your Apple FCU accounts using the online or mobile services you have selected, may be prompted to register and authenticate their identity as well. Note, each joint owner of an account may be permitted to independently register and receive online and mobile banking services without the permission of the other joint owner.

If you have an established Personal Identification Number (PIN) for other services, such as an ATM, telephone transfers or a Debit Card, you will still have to select a password for new Online and Mobile Services. You may change your username or password any time after registration.

- Quick Login: Biometric recognition authentication may be available for some or all of the Online and Mobile services.
- Forgot Username: If you have forgotten your username or simply want to change it for security or other reasons, you may reset it at any time through the Online and Mobile Service.
- Forgot Password – Reset Password: If you have forgotten your password or simply want to reset it for security or other reasons, you may reset it at any time through the Online and Mobile Service.

### **4. EASE OF ACCESS**

To the best of our ability, we provide the Online and Mobile Services that conform with the informative guidance provided by WCAG 2..2 Level AA Access Success Criteria.

### **5. PASSWORDS & OTHER ACCESS INFORMATION**

To prevent unauthorized access to your accounts and to prevent unauthorized use of the Services, you agree to keep your Member Number, username, password, PIN, Card number, or other means of accessing your account (collectively, "Access Information") confidential. You agree not to give or make available your Access Information to any unauthorized individual. We may at our option change the parameters for the password used to access any Online and Mobile Service without prior notice to you, and if we do so, you will be required to change your password the next time you access the Online or Mobile Service.

The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line or draws on your credit card account. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft.

If you permit any other person(s) or entity, including any data aggregation service providers, to use the Online and Mobile Service or to access or use your Card numbers, member numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Online and/or Mobile Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 703-788-4800. Your password/PIN may not be used with the system after we terminate or cancel it and you will discontinue its use immediately. You may terminate or cancel the use of your password/PIN with the system by giving us written notice. Your notice will become effective no later than the end of the first business day following our actual receipt of your notice.

### **6. HOW WE MAY NOTIFY YOU**

As part of your request for Online and Mobile Services, you agree that we may send you notices, disclosures, changes in our Agreement terms and fees and other communications by electronic means to any email you have provided to us unless otherwise prohibited by law. You must keep us informed of any changes in your electronic address or mailbox and we may send communications to the electronic address or mailbox we have on file until we have received notice from you of a new electronic address or mailbox and we have had a reasonable amount of time to make changes to your Apple FCU records.

### **7. FEES ASSOCIATED WITH ONLINE AND MOBILE SERVICES**

General access to Online and Mobile Services is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through Online and Mobile Services. To learn more about such fees, please refer to the specific terms and conditions applicable to each product or service. We reserve the right from time to time to add or

modify fees and will notify you when we do so. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Online Service. Please refer to our Schedule of Fees and Charges that appear on our website at: <https://www.applefcu.org/Rates#fees>.

## **8. USE OF ONLINE AND MOBILE SERVICES**

Online and Mobile Services must be used in accordance with this Agreement with us. Apple FCU reserves the right to terminate, limit or suspend access to any Online or Mobile Service made available to you without notice or and for any reason, unless prohibited by applicable law. Any of your obligations incurred prior to termination, limitation or suspension of an Online or Mobile Service will survive such action by Apple FCU. Any rights under your Apple FCU Agreement may not be assigned.

## **9. PRIVACY AND SECURITY**

Your privacy and the security of your Apple FCU account is important to us. Please review our Privacy Policy at: <https://www.applefcu.org/AppleWeb/PrivacySecurity>.

You agree that we may collect, use, retain and share your personal information in accordance with the Privacy Policy, applicable state law, e.g., the Virginia Consumer Data Protection Act ("VCDPA"), and to provide the Services you have requested and to maintain the Services.

## **10. OTHER SITES AVAILABLE AT APPLE FCU ONLINE AND MOBILE SITES**

Some Apple FCU Online and Mobile sites may contain links to websites that are not owned or controlled by Apple FCU (third-party websites). When Apple FCU does not own or control the content at a website or the products or services provided at third-party websites, we do not endorse or guarantee the products, information or recommendations provided at the third-party website, and is not liable for any failure of products or services advertised on the third-party websites. We do not guarantee that the third-party website will maintain the same level of security as Apple FCU does, and the third-party websites' privacy policy may be different from that at Apple FCU. Your access and/or use of the content, product and services is at your own risk.

## **11. COMMUNICATING WITH YOU BY TEXT, CALLS, EMAILS AND ALERTS**

For your convenience, we may send Alerts and other communications by text or similar messaging methods at any email or telephone number you have provided Apple FCU that is in Apple FCU's records. Apple FCU does not charge for Text messages, other communications and Alerts, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number) and/or email address, you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including payment reminders, identity verification and security alerts). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

Whether Apple FCU chooses to contact you by Internet or phone communication means, your communication service provider is acting as your agent and *you are responsible for all charges, costs and fees incurred as a result of these communications*. If the phone number, email address, or other location you provide for delivery of these communications is not your own, you agree to indemnify, defend, and hold Apple FCU harmless against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) resulting from or arising out of your providing Apple FCU with a contact for communications that was not your own. Your obligation under this paragraph shall survive termination of the Agreement. Account information sent by Text or other similar means do not replace the monthly statements and the official records of your account activity maintained by Apple FCU. In addition, you understand and agree that some of these communications may not be encrypted and may include personal or confidential information. Your change of service providers such as Internet providers may result in delays or information not reaching you and you agree that Apple FCU will not be responsible if the information contained in Texts and other communications not required by applicable law does not reach you. Apple FCU will not be liable for losses or damages arising from or related to any disclosure of account information to third-parties, non-delivery, delayed or misdirected delivery, errors, omissions or mishandling of messages sent in Alerts or other communications using these delivery methods. If you have questions about your Alerts and other communications provided in this manner you should contact us at 703-788-4800, during normal business hours.

## **12. ACCEPTABLE USE**

You specifically agree that you will not use the Online and Mobile 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 Apple FCU website or the Online and Mobile Service, or interfere or attempt to interfere, with the Online and Mobile Service; or (j) may cause us or our third-party service providers to lose any of the services from our Internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the communication methods described above of any violations of the Agreement.

You specifically agree that you are responsible for ensuring you have funds available for all payments you authorize. You may also contact us to cancel, restrict or disable access to your Online and Mobile Service, understanding that these actions will apply to all Online and Mobile Service access to all Apple FCU accounts that may be accessed by Online and Mobile Service including other joint account owners and business commercial account authorized users.

### **13. LICENSE**

Each Online and Mobile Service involves software and you are an end user. A number of the Online and Mobile Services Apple FCU makes available to you also contain a separate license from a Third-Party provider allowing you to use the software it provides and protecting its intellectual property. You must accept the terms of the Third-Party's separate license to use the Online or Mobile Service it provides. Without limiting or changing the terms of any license provided by agreement for a specific Online and Mobile Service, Apple FCU grants to you, for your personal or business purposes only, a non-exclusive, non-transferable limited and revocable right to access and use the Online and Mobile Services as well as any Software in object code. You agree not to use the Online and Mobile Service for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the Online Service without our prior written consent. You further agree not to use the Online and Mobile Service to pay tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law. You agree not to attempt to log on to the Online and Mobile Service from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Online and Mobile Service from one of these countries may result in your access being restricted and/or terminated.

You may not, and will not allow or cause any third-party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Online and Mobile Service, or use the Online and Mobile Service to develop similar functionality; (b) copy any portion of the Online and Mobile Service, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of the Online and Mobile Service or otherwise transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on the Online and Mobile Service; or (e) otherwise exercise any other right to the Online and Mobile Service not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Online and Mobile Service. No license or other right in or to the Online and Mobile Service is granted to you except for the rights specifically set forth in this Agreement and any specific Online and Mobile Service agreement for a service.

### **14. MISUSE OF APPLE FCU ONLINE AND MOBILE SERVICES**

You understand and agree that you are personally responsible for all actions taken by you or any user authorized by you who uses any Online and/or Mobile Service. You agree to defend, indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur if a third-party brings or threatens to bring a claim or otherwise, arising from or related to your use of any Online and/or Mobile Service or the use of the any Online and/or Mobile Service by anyone using your means of access to any Online and/or Mobile Service including a Card number, account number, PIN, Username or Password or your violation of this Agreement or the rights of any third-party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

### **15. ESIGN MEMBER CONSENT TO USE ELECTRONIC SIGNATURES AND DOCUMENTS**

The Electronic Signatures In Global and National Commerce Act (ESIGN) requires us to provide and you to agree to the terms before you may transact business with us using any Apple FCU Online and/or Mobile Service. You are encouraged to read this disclosure carefully and print, email or save a copy for your records.

In this consent:

- "We," "us," "our," "APPLE FCU," and "Apple FCU" means Apple Federal Credit Union.
- "You" and "your" means the person giving this consent, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any Apple FCU Online and Mobile Service including non-electronic Apple FCU products that you apply for, use or access.
- "Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.
- "Electronic Service" means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or handheld devices), either now or in the future.
- "Apple FCU Product" means each and every account, product or service we offer that you apply for, own, use, administer or access, either now or in the future. Apple FCU Products include Electronic Services.
- The words "include" and "including," when used at the beginning of a list of one or more items, indicates that the list contains examples – the list is not exclusive or exhaustive, and the items in the list are only illustrations. They are not the only possible items that could appear in the list.

Certain laws require us to provide application disclosures, periodic account statements, and account notices to you, and you have the right to receive these on paper. According to ESIGN, Apple FCU may provide this information to you electronically if we first present this ESIGN Member Consent to Use Electronic Signatures and Documents disclosure and obtain your consent to receive electronic disclosures and conduct transactions electronically.

### *Your Consent to Use Electronic Records and Signatures*

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form ("Electronic Records"). We may also use electronic signatures and obtain them from you as part of our transactions with you. Electronic Records may be delivered to you in a variety of ways.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this consent will automatically cover those Communications as well.

### *Right to Receive Paper Copies*

If we provide Electronic Records to you, and you want a paper copy, you may contact the appropriate member service unit and request a paper version. You will find the appropriate contact information in the account statement or agreement for the Apple FCU Product related to the Electronic Record. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the applicable agreement for any fee that may apply for paper copies.

### *Consent Coverage; Privacy Policy*

Your consent covers all Communications relating to any Apple FCU Product. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Apple FCU Product from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other Apple FCU Product.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on [www.applefcu.org](http://www.applefcu.org) or, with prior notice to you, on another website where we offer Electronic Services.

### *You May Withdraw Your Consent*

You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:

- Your access to our Electronic Services, including online and mobile banking, and
- Your ability to use Apple FCU Products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving online account statements, your withdrawal of consent terminates our opportunity to provide online statements and paper statements will be mailed to you via the U.S. Postal Service or other courier. Depending on the specific Apple FCU Product, if you withdraw consent, we may charge higher or additional fees for that product or for services related to it. Please refer to the applicable agreement for any fee that may apply.

To withdraw your consent, contact us at 703-788-4800, , or contact us by mail: Apple

Federal Credit Union  
Attention: Digital Solutions  
P.O. Box 1200  
Fairfax, Virginia 22038-1200

### **Updating Your Records**

You agree to provide us with a true, accurate, and complete email address and other contact information related to the Mobile and Online Services and your accounts. You must promptly notify us of any change in your email or other electronic address. You may change the email address on record for you by going online or contacting us at 703-788-4800. There may be other Apple FCU Products for which we provide separate instructions to update your email or other electronic address.

### **16. HARDWARE AND SOFTWARE REQUIREMENTS**

To receive Electronic Records, you must have access to:

- An up-to-date version of an Internet browser and operating system that we support,
- A connection to the Internet or a mobile service provider;
- An up-to-date device or devices suitable for connecting to the Internet or for downloading our mobile applications or accessing our mobile websites;
- A current version of a program that accurately reads and displays PDF files; and
- A computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

We reserve the right to discontinue support of a current version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Online and Mobile Services.

#### *Changes to Hardware and Software Requirements*

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent. By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your Apple FCU Products.

#### **17. PAYMENTS AND TRANSFERS**

Please refer to our Membership Agreement and disclosure page for the Electronic Funds Transfers Agreement:

<https://www.applefcu.org/Resources/Forms#tab6>

#### **18. MEMBER LIABILITY**

Please refer to our Membership Agreement and disclosure page for more information:

<https://www.applefcu.org/Resources/Forms#tab6>

#### **19. OVERDRAFT PROTECTION**

**Overdraft Savings Transfers applies to all accounts whether or not a transfer is made electronically.** Please refer to your Membership and Account Agreement and our disclosures page for more information about Overdraft Savings Transfers:

<https://www.applefcu.org/Checking/OverdraftProtection>

#### **20. WARRANTY, OUR LIABILITY**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER APPLICATION AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

#### **21. GOVERNING LAW**

This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the Commonwealth of Virginia. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought state or federal courts in Fairfax and Alexandria, Virginia.