

I. ONLINE, MOBILE, AND TEXT BANKING E-SIGN CONSENT

A. READ THIS NOTICE CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

In this Agreement, the words “you” and “yours” mean anyone who signs a New Member Account Application (Account Application) or Account Change Card for a consumer account and the Business Owner(s) or Authorized Officer(s) named on the Business Account Application, the Business Account Add/Remove Signature Card or any other document executed in connection with the opening, maintenance, or modification of any business account. The words “we” and “us” mean Purdue Federal Credit Union (“Credit Union”). The word “account” means any one or more share, loan or other accounts you have with the Credit Union. You have requested to use our Online Banking, Mobile Banking, Text Banking, or Online Loan Application services (collectively “eServices”).

So that we may provide you with these services, you agree that we shall electronically provide to you disclosures related to the eServices. You must have the ability to print or download the information. You do not have the option to receive these disclosures only in a paper format and not electronically if you use eServices. Certain disclosures, including changes in terms, fee changes and additions of other services, related to the eServices will be provided to you electronically.

B. DISCLOSURES AVAILABLE ELECTRONICALLY

By clicking the Accept button, or otherwise logging into and using eServices you may receive one or more of the following disclosures electronically: 1) Online, Mobile, and Text Banking Services Agreement and any amendments thereto; 2) Account agreements, fee schedules, account disclosures, account notifications, communications, and statements (if enrolled as described in section IV.B below); 3) loan disclosures, applications, and documents; 4) Board of Directors annual meeting and election notices; and 4) privacy disclosures.

C. WITHDRAWAL OF THIS CONSENT

You may withdraw this consent at any time after submission by contacting us at:
Purdue Federal Credit Union

PO Box 1950

West Lafayette, IN 47996-1950

800.627.3328 (toll free)

765.497.3328

If you withdraw your consent to obtain electronic disclosures for eServices, your access to eServices will be terminated. Any withdrawal of consent will be effective only after we have a reasonable period of time to process your withdrawal.

D. UPDATING ELECTRONIC INFORMATION

To update your email address you may contact us at 800.627.3328 or 765.497.3328 or through Online Banking as described in Part III.B.2 of this Agreement. To receive disclosures electronically, you will need:

1. Adobe PDF Reader. Download it for free at www.adobe.com
2. Access to a printer or the ability to download information (which will require sufficient hard-drive space) in order to keep copies for your records.

NOTE: If you consent to disclosures being provided to you electronically, but still desire a copy of the disclosures to be provided to you in a paper form please contact us at 800.627.3328 or 765.497.3328.

II. ONLINE BANKING

This Agreement between you and Purdue Federal Credit Union governs the use of our eServices. These services permit members and business members to perform a number of banking functions on accounts linked to the service through the use of a personal computer, phone, or tablet device. This Agreement, along with the Your Guide to Member Services and Fee Schedule for consumer member accounts and Your Guide to Member Business Services and Business Account Fee Schedule for business member accounts (collectively, the "Agreement"), explains the terms and conditions governing our eServices. The terms, conditions, and defined terms of the respective Guide apply and are incorporated herein to the extent not expressly changed by this Online, Mobile, and Text Banking Services Agreement. This Agreement supersedes any inconsistent terms contained in any other or prior agreements. Please read this Agreement carefully and note that different provisions will apply based on whether you are using our eServices to access personal or business accounts. Also, different fees will apply based on whether you enrolled in eServices as a consumer or as a business member. By enrolling electronically or otherwise, and by using any of the eServices, you agree to be bound by the terms and conditions of this Agreement. This Agreement also contains important information regarding what you should do if you believe that an unauthorized person has gained access to your accounts or an error has occurred. Keep this Agreement for future reference. When you use any of the eServices described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the Agreement that apply to you (depending whether you are accessing the eServices as a consumer or as a business member).

To use Online Banking you must have:

1. An Internet access device with service through an Internet service provider.
2. Your account information and PIN. At the time of Online Banking registration you will be prompted to create a login username and password.

Online, Mobile, and Text Banking Services Agreement



You may use Online Banking to:

1. Transfer funds between your linked accounts on either a one-time or recurring basis, including as a payment to a linked eligible loan.
2. View current balance information for your linked accounts.
3. Review available transactions for your linked accounts.
4. Perform self-service account maintenance such as re-ordering checks, ordering copies of paid checks, requesting copies of monthly checking or saving statements, stopping payment on checks, changing address and phone, and changing your Online Banking login and password.
5. Send us secure online mail messages and questions regarding your Online Banking service.
6. View online images of certain checks and items drawn off your accounts.
7. Make one-time or recurring ACH payments online from your linked account to companies or individuals you select. The external funds transfer service has its own separate terms and conditions in addition to this Agreement which are displayed on the Online Banking screen at the time of first use.
8. Use the e-Pay or Business Bill Pay feature to: View and pay bills from participating vendors. The bill payment service has its own separate terms and conditions in addition to this Agreement which are displayed on the Online Banking screen at the time of first use.
9. Transfer funds between your accounts at the Credit Union.
10. Transfer funds between your account at the Credit Union and your external account at other financial institutions. The external funds transfer service has its own separate terms and conditions in addition to this Agreement which are displayed on the Online Banking screen at the time of first use.
11. Transfer funds to the account of another person or receive a payment from another person through the Popmoney Personal Payments Service. This service has its own separate terms and conditions in addition to this Agreement which are displayed on the Online Banking screen at the time of first use.

Some of the above services may not be available for certain accounts or customers.

III. ACCESSING YOUR ELIGIBLE ACCOUNTS

You can access your eligible accounts through multiple channels of eServices - Online, Mobile, or Text Banking. Eligible account types may change from time to time. Eligibility is based on account type and your member to account relationship. By enrolling in eServices you will be given access to all accounts of which you are an owner (including joint accounts) which are linked in our system and which are considered eligible. You represent that you are the legal owner of the account and other information which may be accessed via eServices. Purdue Federal does not

offer dual signature accounts, so if you have opted to require two signatures on checks or other account activities, you are responsible for enforcement and Purdue Federal shall have no liability to review or enforce your requirement. For business members, the individual who executes/accepts this Agreement represents and warrants that he/she is acting with full authority for the applying entity, and that they are duly authorized to execute/accept this Agreement on behalf of the applying entity. We make no representation that eServices is available for use in locations outside the United States and any use of eServices outside the United States is at your own risk.

IV. TERMS AND CONDITIONS

A. GENERAL ESERVICES TERMS AND CONDITIONS

1. Fees

Any fees that you will be charged are disclosed on your respective Fee Schedule or Business Account Fee Schedule. You agree to be responsible for telephone, data, and internet service provider charges to the extent that any may be incurred through use of our eServices.

2. Use of Electronic Mail (e-mail) and Secure Messaging

Sending a secure message through Online Banking is the preferred way to electronically communicate with the Credit Union. However, there may be times when you need to speak with someone immediately (especially to report a lost or stolen password, or to stop a payment). In these cases, do not use e-mail. Members must visit a branch or call us at 800.627.3328 or 765.497.3328.

No Credit Union employee or agent will contact you via e-mail or phone requesting your eServices PIN/login/password or any account information. If you are contacted by anyone requesting this information, please contact us immediately at 800.627.3328 or 765.497.3328.

3. Addition of New Services

The Credit Union may, from time to time, introduce new services. We may notify you of the existence of these new services when they become available and, if you choose to make use of any new service, you agree to be bound by any terms and conditions regarding the new services that we may send to you.

4. Cancellation and Reinstatement of eServices

If you wish to cancel any of the eServices, you may call us, or send us cancellation instructions in writing to:

Purdue Federal Credit Union
PO Box 1950
West Lafayette, IN 47996-1950
800.627.3328 (toll free)
765.497.3328

In order to reinstate your eServices, you must call us at the above number.

We may terminate or suspend the eServices to you at any time and for any reason. We may terminate the eServices to you if you engage in unauthorized transactions or gain unauthorized access to information concerning another individual. We also reserve the right to terminate the eServices in the event your service is inactive for a period of 150 days. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

5. Transfers and Payments

If you perform a transaction using eServices on a weekend or a federal holiday, we will consider the transaction made on the next Business Day (as defined in your applicable Guide).

We may from time to time, limit the number of, the type, and dollar amounts of any checks, drafts, withdrawals, or transfers made by use of our eServices, notwithstanding the amount in your accounts. Limits on the number of transactions that may be performed on your draft savings or money market accounts are described in the applicable agreement for such accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold is removed. Overdraft liability and procedures are described in Your Guide to Member Services or Your Guide to Member Business Services as applicable to your account. You authorize us to withdraw, debit or charge the necessary funds from your designated Credit Union account on the date on which you schedule any payment to begin processing or submit a transfer request. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your account(s) at the time of the withdrawal. It is necessary that collected funds be in your account no later than the Business Day before your estimated payment date, estimated arrival date, or your scheduled transfer date due to the electronic processing of payments.

6. Communications from Purdue Federal

We will only send information concerning eServices to the street address and email address you have designated to us (either at the time of enrollment in eServices or previously in other financial arrangements with us) as your primary address. This is done as a security procedure to help ensure the confidentiality of your eServices relationship. As a part of the eServices, you consent to receive all legally required notifications via electronic means. We will provide all future electronic notices by posting them in PDF format on Online Banking under

eDocuments for a period of at least thirty (30) days or displaying the information as an interrupt screen in Online Banking. You may download or print the notices from your computer. The program used to open a PDF file, Adobe Reader, is available for download free of charge at <http://www.adobe.com/>. Please note that we are not responsible for the performance of any third party software or for any damage to your computer or other equipment caused by the installation of any third party software. At your request, we will provide you with a paper copy of any of the above documents or notices without any fee. You may obtain paper copies by contacting us at 800.627.3328 or 765.497.3328. You may withdraw your consent to receiving future notices in electronic form, but if you do, we will immediately terminate your participation in eServices.

7. Recording of Information and Disclosure to Third Parties

The information and secure messages you enter through eServices may be recorded. We may disclose information about your accounts, or the transfers, transactions or payments you perform, to third parties and you hereby authorize those third parties to disclose similar information to us:

- a. where it is necessary for completing transfers or transactions; or
- b. in order to verify the existence and condition of your account for a third party such as, for example, a credit bureau, a merchant or another financial institution; or
- c. where required by a federal, state, or local law or regulation to do so;
- d. in response to a subpoena or are ordered by a court to do so;
- e. in the investigation or prosecution of alleged fraudulent activity concerning your accounts;
- f. if you give us your permission; or
- g. as may be otherwise authorized in other agreements with us and, for consumer members, as set forth in the Privacy Notice in Your Guide to Member Services.

8. Password and Security/Your Liability for Unauthorized Transactions/Errors and Questions

You agree not to give or make available your PIN/login/password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the eServices. If you permit other persons to use eServices, your PIN/login/password, your computer or mobile device, or other means to access your account through eServices, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. If you believe that your PIN/login/password or other means to access your account has been lost or stolen or that someone may attempt to use eServices without your consent or has transferred money without your permission, you must notify us at once by contacting us at 800.627.3328 or 765.497.3328. We strongly recommend you change your password regularly, at

least every ninety (90) days. You should also use strong password establishment techniques such as special characters, upper/lower case, and numbers. We recommend you memorize your PIN/login/password and never write it down. We may contact you on an unsolicited basis to request identity confirmation or to reset if any account access or information appears to be compromised.

For Consumer Members Only: For more information on your rights and obligations concerning unauthorized or erroneous transactions, please refer to the Credit Union's Electronic Funds Transfer section of Your Guide to Member Services which is available on our website at purduefed.com. If you need a paper copy of Your Guide, contact us at 800.627.3328 or 765.497.3328.

The Credit Union is not responsible for any electronic virus that you may encounter. We suggest that you routinely scan your computer and mobile devices and use a virus protection product. A virus may corrupt and destroy your programs, files, and hardware, and may lead to the loss of your PIN/login/password and ultimately loss of your account funds.

9. User Conduct

You agree not to use eServices or the content or information delivered through eServices in any way that would: a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the software; b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of eServices to impersonate another person or entity; c) violate any law, statute, ordinance or regulations (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, money laundering, or false advertising); d) be false, misleading or inaccurate; e) create liability for us or our affiliates or third-party service providers, or cause us to lose (in whole or in part) the services of any of our service providers; f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; g) potentially be perceived as illegal, offensive or objectionable; h) interfere with or disrupt computer networks connected to eServices; i) interfere with or disrupt the use of eServices by any other user; or j) use eServices in such a manner as to gain unauthorized entry or access to the computer systems of others.

10. Disclaimer

Unless otherwise required by law, we make no representations or warranties, whether express, implied or statutory regarding or relating to any of the software, capture devices or other hardware and/or access to or use of them or the related materials and eServices. We specifically disclaim any and all implied warranties of merchantability and fitness for a particular purpose and non-infringement. We and our subcontractors also do not guarantee that your access to eServices will be uninterrupted, error free or secure.

UNLESS OTHERWISE REQUIRED BY LAW, YOU AGREE YOUR USE OF eSERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF eSERVICES, WHETHER EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT eSERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM eSERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN eSERVICES OR TECHNOLOGY WILL BE CORRECTED.

11. Limitation of Liability

UNLESS OTHERWISE REQUIRED BY LAW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE eSERVICES.

12. Alterations and Amendments

This Agreement, Your Guide to Member Services and Fee Schedule for consumer member accounts and Your Guide to Member Business Services and Business Account Fee Schedule for business member accounts may be changed, altered or amended by us at any time and from time to time. In such event, we shall provide notice to you. Any use of the eServices after the effective date of any change in terms will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material.

13. Address or Banking Changes

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made within eServices or by contacting us at 800.627.3328 or 765.497.3328. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate account or contact information.

14. Disputes

In the event of a dispute regarding eServices, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Credit Union which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Credit Union relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail.

15. Assignment

You may not assign this Agreement to any other party. We may assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

16. No Waiver

The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Credit Union. No delay or omission on the part of the Credit Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

17. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the federal laws and regulations and the laws of the State of Indiana. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

B. ONLINE STATEMENTS

The provisions of this section are applicable upon enrollment and activation for the online statement service. To complete your requests to enroll and to stop receiving paper statements by mail for one or more of your accounts, please read and accept this Agreement. Then activate for online statement delivery any of your eligible accounts by going to the "eDocuments" under the "eServices" tab to sign up for paperless account statements. By taking such actions, you consent to the terms of this online statements section, as they may be modified from time to time.

1. With the online statement service, you may request the convenience of receiving your statement(s) electronically at our Online Banking web site. Electronic delivery of your statements will eliminate delivery of the paper statement. If you select and activate this option, you must then log on to our secure Online Banking web site using your Online Banking password and login to review the new statement. As a convenience to you, we can provide you with an e-mail notice that your statement is available for view. You must specify the e-mail addresses to receive such notices when activating the service for your accounts. We do not guarantee delivery of such e-mail notice and reserve the right to cancel such e-mail notice at any time. Regardless of your receipt of e-mail notice, you agree that our posting of the statement at the Online Banking web site constitutes delivery of the statement to you. You agree to log on to the Online

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Banking web site at least once a month (or quarter, if your statement is quarterly) to review your statements.

2. In order to deliver notifications of new statements, you must update us with any change in your e-mail address. You can change the e-mail address for the statement notification at any time by going to "My Profile" tab and then "Edit User Profile". Purdue Federal is not responsible for e-mail delivery failures beyond our control, including, but not limited to, changed email address, Internet Service Provider outages, hardware or software failures, interruption of telephone service, telecommunications facilities or interference from an outside source.

A PDF version of the statement will be made available. Your statement, together with any legal notices about your account, will remain available online for up to 3 years. If you require an older statement, please visit a branch or call us at 800.627.3328 or 765.497.3328. You may also print the statements or download to your own system. The PDF version of the statement will be the legal statement of record. Adobe Reader is required to print the legal copy of the statement. Adobe Reader is available for download free of charge at <http://www.adobe.com/>. Please note that we are not responsible for the performance of any third party software or for any damage to your computer or other equipment caused by the installation of any third party software. It is your responsibility to maintain a working login and password to enable you to sign on to Online Banking to view your statements. If you need assistance with your login or password, you can call us at 800.627.3328 or 765.497.3328.

3. If the account(s) for which you wish to receive online statements is a joint (consumer) account or a business account with more than one Authorized Signer, you agree that transmission of any e-mail notice to the e-mail address that has been supplied for that account constitutes fulfillment of our notification obligations (if any) on behalf of all account owners. All joint owners will be able to access the statements for activated accounts at the Online Banking site, and the consent of a single account owner is sufficient to activate the account. By viewing the online statement of a previously activated account, you agree to the terms and conditions of this section.
4. Purdue Federal reserves the right to terminate the electronic delivery of the online statement at its sole discretion. If electronic delivery of the statement ceases, then paper statement delivery will resume to the street address we have on record for the account. You may cancel your consent and again receive paper statements at any time or request a paper copy of a particular statement by calling 800.627.3328 or 765.497.3328.

C. eAlerts

The Credit Union's eAlerts service enables you to receive notices from time to time concerning available balance, certain transaction information and other information relating to your account(s) which are eligible for the service. You may select the type of alert you wish to receive and the method of delivery of the alert for one or more of your eligible accounts. By using eAlerts, you acknowledge that you are aware of and agree to abide by the following terms and conditions:

1. eAlerts allow you to request and receive electronic mail ("e-mail") or SMS text messages regarding certain activity in your accounts that are eligible for the

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service. We will send eAlerts to you based upon the instructions you provide to us. Changes to your instructions must be received and recorded by the Credit Union. You hereby acknowledge and accept that eAlerts are sent to you without being encrypted and may include your name and information pertaining to your account(s). You authorize the Credit Union to deliver information to the phone number or e-mail address you provide to us, even though a person not an owner on your account may access the message (such as someone who can open your e-mails or answer your telephone or access your wireless device). If the phone number you provided to us is on either the federal or a state's Do Not Call List, you still authorize us to deliver eAlerts to such number.

2. You may select to receive alerts through an e-mail account that is accessed via a personal computer connection or by a text-enabled phone or other wireless communications device. Our eAlerts may be affected by the terms and conditions of your agreement(s) with your telephone carrier and/or internet service provider (including language cutoff if the message exceeds your character limits). It is your responsibility to determine if your cellular phone service provider supports text messaging and your telephone is capable of receiving text messages. You are responsible for any fees imposed due to your use of eAlerts by your telephone service or internet service provider. If you have directed us to communicate with you at a cell phone or other wireless communications device, you consent to receiving eAlerts at such cellular or other wireless communications device and you acknowledge that you may incur a charge from your cellular or other communications service provider for the communication of the eAlerts.
3. You acknowledge and agree that your receipt of any eAlerts may be delayed or prevented by factor(s) affecting your communications service provider(s) and other factors outside our control. We neither guarantee the delivery or the accuracy of the contents of eAlerts. You agree to not hold liable Purdue Federal Credit Union, its directors, officers, employees and agents for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from: a) a non-delivery, delayed delivery, or the misdirected delivery of eAlerts; b) inaccurate or incomplete content in eAlerts; or c) your reliance on or use of the information provided in eAlerts for any purpose.
4. We provide eAlerts as a convenience to you for information purposes only. eAlerts do not constitute a Credit Union record for the account to which it pertains. We reserve the right to terminate eAlerts at any time without prior notice to you. Nothing contained herein shall amend, supersede or nullify anything contained in any other agreement you have made with us. We may add alerts or eliminate existing alerts from eAlerts from time to time. If you have opted to receive eAlerts content that is to be eliminated, we will notify you of the cancellation of that content or other discontinuance of service. You agree that we may provide all notifications concerning changes to the service by electronic means, which may include posting any changes on the Online Banking welcome page.

D. Purdue Federal Visa Credit Cards

Within eServices, you can: view account and transaction details, make a payment on a Purdue Federal credit card, transfer funds from a Purdue Federal credit card to a your draft, savings or money market account, and view transaction data. Transfers from your

Purdue Federal credit card account will be processed as a cash advance and are subject to the terms of your credit card agreement (including any cash advance fees that apply). For information on specific credit card fees that may apply to this transaction, please refer to your credit card agreement or contact us at 800.627.3328 or 765.497.3328. The general terms and conditions of this Agreement apply to your eServices activities concerning your credit card account(s), except where this Agreement conflicts with the terms and conditions of your credit card agreement, in which case the terms and conditions of your credit card agreement apply.

E. Purdue Federal Mobile Banking

1. Introduction

This section provides additional information concerning the use of Purdue Federal's Mobile Banking Services. Purdue Federal is offering its Mobile Banking

service ("Mobile Banking") to all of its members having access to Online Banking and using compatible data-enabled equipment such as a cellular phone or other eligible mobile device ("EMD"). When a customer enrolls in Mobile Banking they will be able to obtain account information and make various selected transactions using an EMD. Mobile Banking consists of three separate services, one or more of which can be selected by you:

- a. Downloadable Application: an application that gets downloaded to your EMD. This application, provided by a third party service provider, runs on your EMD and allows you to sign on to Mobile Banking to access and interact with your eligible accounts. Currently, this service will allow you to view account balances, pay bills to pre-established billers and make certain internal transfers of funds.
- b. Text Message Alerts: enables you to have text message (also known as short message service or SMS) versions of selected eAlerts delivered to your EMD as a text message concerning your eligible accounts.
- c. Text Banking: provides the ability to send certain text message commands to obtain account balances, make loan payments, or view account activity history concerning your eligible accounts. You must use Online Banking to enroll in Text Banking. Text Banking services may not be encrypted and may include personal or confidential information about you, such as your account activity or status. Text Banking messages do not constitute a Credit Union record for the account to which it pertains. ApplePay is a separate application and has its own terms and conditions.

2. Registration

You must first register for Mobile Banking and select requested services by signing onto Online Banking. You agree to provide true, accurate, current and complete information as requested in registering for the service. You agree to comply with all applicable laws, rules, and regulations in connection with your use of the service. You agree not to use any personally identifiable information when providing shortcuts or creating nicknames for your eligible accounts. You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation shall survive termination of this Agreement.

3. Software Usage

Subject to your compliance with all terms and conditions set forth in this Agreement, we grant to you a personal, limited, non-commercial, non-transferable, non-licensable, non-assignable, revocable license to use one (1) copy of the Mobile Banking software ("Software"), solely on the mobile device for which the Software was created, for the sole purpose of personally using Mobile Banking. The Software is provided to us under license by Clairmail, Inc. Except for those rights expressly granted under this Agreement, Clairmail, Inc. reserves all right, title, and interest in and to the Software and no other rights are granted, either express or implied, to you. You acknowledge and agree that Clairmail, Inc. and its affiliates are intended third-party beneficiaries of these terms, and that, upon your acceptance of these terms, Clairmail, Inc. and its affiliates will have the right (and will be deemed to have accepted the right) to enforce these terms against you.

If you downloaded the Software from the Apple, Inc. App Store, the Credit Union and you acknowledge that these terms are entered into solely between you and the Credit Union, and not with any third party, including Apple, Inc. These terms are not intended to provide for usage rules for the Software that are less restrictive than the Usage Rules set forth for Licensed Applications in, or otherwise conflict with, the App Store Terms of Services as of the date that you accept the App Store Terms of Service (which you acknowledge you have had the opportunity to review). You also acknowledge and agree that: in the event of any third party claim that your possession of use of the Software or Mobile Banking infringes any third party's intellectual property rights, as between Credit Union and Apple (but not as between Credit union and Clairmail, Inc.), Credit Union will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; Apple, Inc. has no responsibility for addressing any claims relating to the Software or Mobile Banking, including but not limited to: (i) product liability claims; (ii) maintenance and support; (iii) any claim that the Software or Mobile Banking fail to conform to any applicable legal or regulatory requirement; and (iv) any claims arising under consumer protection or similar legislation; and Apple, Inc. and its subsidiaries are intended third-party beneficiaries of these terms, and that, upon your acceptance of these terms, Apple and its subsidiaries will have the right (And will be deemed to have accepted the right) to enforce these terms against you.

You must comply with all applicable laws when using the Software and Mobile Banking. You will not, and will not permit anyone else to, access or use the Software or Mobile Banking in any way the Credit Union deems illegal or otherwise wrongful or inappropriate. You will not: (a) reverse engineer, decompile or disassemble the Software; (b) modify translate, adapt, arrange, or create derivative works based on the Software; (c) export the Software in violation of applicable export control laws; (d) remove or alter any identification, copyright or other notices included as part of the Software or Mobile Banking; (e) use the Software or Mobile Banking in a manner that threatens the integrity, performance, security, or availability of Mobile Banking, or in a way that may subject the Credit Union, its licensors, suppliers, publishers, or any third party to harm or liability; (f) use Mobile Banking while driving a motor vehicle; (g) distribute, rent, loan, lease, sell, sublicense, copy or otherwise transfer all or part of the Software; or (h) grant any access to the Software or Mobile Banking, or any of the rights granted hereunder, to any other person.

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4. Fees

We do not currently charge a fee for using the Mobile Banking services. However, your wireless telecommunications provider for your EMD may impose extra fees in order to make such device data-capable and to exchange data between the EMD and Mobile Banking. Further, if you subscribe to the Text Banking and eAlerts Text Messages, standard text messaging (also referred to as SMS messaging) fees from your wireless telecommunications provider may apply. Please check with your wireless telecommunications provider before subscribing to the Mobile Banking services.

5. Lost Phone Policy; Limited Liability; Interruption of Service

You agree to protect your EMD and not let any unauthorized person have access to the information we provide to you through Mobile Banking services. In the event your EMD is lost or stolen, you agree to change your password and make the appropriate changes to disable the use of such devices and to contact us immediately at 800.627.3328 or 765.497.3328. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

We provide the Mobile Banking service "AS IS" and "AS AVAILABLE" and without warranty or guarantee. You acknowledge and agree that from time to time, the service may be delayed, interrupted or disrupted periodically for an indeterminate amount of time due to circumstances beyond our reasonable control including, but not limited to, any inaccuracy, interruption or delay in transmission by the telecommunications carrier used in conjunction with the EMD you use to access the service, or any interruption, disruption or failure in the provision of the service, whether caused by strikes, power failures, equipment

malfunctions or other reasons. We, our affiliates or a Licensor shall not be liable for any claim arising from or related to the Mobile Banking service caused by or arising out of any such delay, interruption, disruption or similar failure. In no event will we or any affiliate, third party service providers or Licensor be liable for indirect, consequential or special damages, including lost profits, arising from your use of the Mobile Banking service, even if such damages were reasonably foreseeable and notice was given regarding them. We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in disclosure of account information to third parties. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory.

6. Remote Deposit Capture

The Purdue Federal Remote Deposit Capture Service ("RDC") allows eligible Mobile Banking members to make certain deposits electronically by using a capture device to create an electronic image of a paper check payable only in U.S. Dollars and on a U.S. financial institution ("Item") by scanning the Item and transmitting it and related data to us. You are solely responsible for information or data that is transmitted, supplied or key-entered by you, your employees or agents. Before you capture the image of any Item, you shall endorse all Items with your signature and print "For PFCU Mobile Deposit Only" below your signature.

You agree that after the Item has been imaged and submitted for deposit, you shall not otherwise transfer or negotiate the original Item, substitute check or any other representation thereof. You further agree that you shall be solely responsible for the original Items, including storage, retrieval and destruction of the Items. You agree that the electronic image of the Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes, including return items processing.

If you present for deposit an Item no later than 2:00 p.m. Eastern Standard Time on a Business Day, we will consider that day to be the day of deposit. If you present for deposit an Item after 2:00 p.m. Eastern Standard Time or on a weekend or a federal holiday, we will consider that the deposit was made on the next Business Day. Please refer to the Funds Availability Policy for consumer accounts in Your Guide to Member Services or the Business Deposits section for business accounts in Your Guide to Member Business Services for more detail on the availability of funds from your deposits.

Deposits may be made to your eligible accounts from remote locations by photographing Items within the Mobile Banking application and delivering the images and associated deposit information to Purdue Federal. You agree to pay the fees described in the Fee Schedule that apply to your account. You agree that the image of the check transmitted to us shall be deemed an "Item" within the meaning of Article 4 of the Uniform Commercial Code.

We may place daily and monthly limits on the dollar amount of deposits that can be made using RDC. Only Items less than \$10,000 are eligible for deposit using RDC.

We reserve the right to change, suspend or discontinue RDC, in whole or in part, or your use of the Service, in whole or in part, at any time with 21 days prior

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notice to you, unless modification or immediate termination is required for security purposes.

If the electronic files and/or images transmitted to us with respect to any Item do not comply with our processing requirements for content and/or format, we may, in our sole discretion: a) further transmit the Item and data in the form received from you; b) repair or attempt to repair the Item or data and then further transmit the Item; c) process the Item as photocopies in lieu of originals; d) process the item as an ACH transactions; or e) return the data and Item to you unprocessed and charge back your account.

We are not responsible for Items we do not receive or for images that may fail during transmission. An image of an Item shall be deemed received when you receive a confirmation in the Mobile Banking application that the image upload was successful. Receipt of such confirmation does not mean that the transmission was error free or complete.

You agree to retain and safeguard the original Item for at least 14 days after you have transmitted the Item images. After 14 days have passed and you have verified that the funds associated with the Item have been added to your balance, you agree to prominently mark the item as "VOID" and properly dispose of or safekeep the Item to ensure that it is not represented for payment.

You also agree that you will not use RDC to deposit any Items that: a) Are made payable to persons or entities other than you; b) Contain obvious alterations on the front of the Item, 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 Item is drawn; c) Were previously converted to a substitute item, as defined in Federal Reserve Regulation CC, or were otherwise cashed or deposited; d) Are drawn on a financial institution located outside the United States; e) Are remotely created checks, as defined in Federal Reserve Regulation CC; f) Are not payable in United States currency or on a US financial institution; g) Are payable to cash; h) Are a US Savings Bond, money order, cashier's check, or travelers check; i) Do not bear a signature of the person from whom the item is drawn or lack an issued date; j) Are postdated or dated more than 6 months prior to the date of deposit; or k) Are otherwise not acceptable under the terms of your Purdue Federal account.

You represent and warrant to us that:

- a. Any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn;
- b. The information you transmit to us corresponding to an Item contains a record of all applicable MICR-line (the set of numbers at the bottom of the check) information required for a substitute check and the accurate amount of the Item;
- c. The Item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;

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- d. The item has not previously been deposited and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;
- e. You will not redeposit through RDC any Item previously deposited and returned to you unless we advise you otherwise;
- f. You will employ reasonable security measures sufficient to protect the Item in transmission and storage; and
- g. You will only transmit Items that originated as paper Items.
- h. You will comply with all laws and regulations applicable to you in your use of RDC and not use RDC for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority.

You agree to notify us of any suspected errors regarding items deposited through RDC right away, and to notify us in no event later than 60 days after the applicable account statement is provided. Unless you notify us within 60 days, such statement regarding all deposits made through RDC shall be deemed correct.

In addition to the indemnities contained elsewhere, you agree to indemnify us for any loss or expense (including attorney's fees and expenses of litigation) resulting from: a) your breach of any of the warranties made by you pursuant to this Agreement; and b) any claim pertaining to any warranty or indemnity that we make with respect to an Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to Items.

A remote deposit to a consumer account is being treated as an electronic fund transfer subject to the Electronic Fund Transfer Act. For specific terms and conditions pertaining to electronic funds transfers, please see the Electronic Funds Transfer section of Your Guide to Member Services.