

DIGITAL BANKING AGREEMENT

This Digital Banking Agreement (“Agreement”), governs specific Products and Services offered through Digital Banking and is a binding agreement between Pennsylvania State Employees Credit Union (“PSECU,” “we” or “us”) and you (“you”) and incorporates by reference, the [Agreements & Disclosures](#) and the [Electronic Disclosure and Consent for Electronic Signatures](#).

This Agreement may be updated by PSECU from time to time, and your continued use of the Product or Service governed by the relevant terms and conditions constitutes your agreement to any revised or updated terms and conditions.

PSECU PROVIDES ITS DIGITAL BANKING PRODUCTS AND SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY CLICKING OR TAPPING “AGREE”, YOU ACCEPT THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY ITS TERMS. YOU MAY BE UNABLE TO ACCESS OR USE THE DIGITAL BANKING PRODUCTS AND SERVICES UNTIL YOU ACCEPT THIS AGREEMENT. READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE PSECU DIGITAL BANKING SERVICES.

1. Definitions

Account Credentials: Refers to the unique combination of Username, password, and PIN used to access the Service.

Agreement: This Digital Banking Agreement, including any incorporated addenda, disclosures, and referenced documents.

Alerts Service: A feature of the Service that provides mandatory and optional notifications regarding account activity and security.

Business Account: An account established for Business purposes, including but not limited to sole proprietorships, partnerships, corporations, and other legal entities.

Digital Banking: Banking and other access to Your account from an Internet Accessible Device including but not limited to a mobile device, computer, or tablet.

Eligible Account: Any account type and relationship that qualifies for access to the Service, as outlined in Section 8(b) of this Agreement.

Internet Accessible Device: A computer, smartphone, tablet, or other device capable of accessing the Internet and the Service.

Member-to-Member Transfer: A Service that allows the transfer of funds between eligible PSECU accounts owned by different members.

Mobile App: The official PSECU Mobile Application available on the Apple App Store® and Google Play™ store.

Non-Business Account: Any Eligible Account that is not classified as a Business Account.

One-Time Code: A temporary security code Used to verify identity or authorize certain transactions within the Service.

Product: Any software or Digital Banking products that we offer to you under this Agreement.

PSECU, We, Us, or Our: Refers to Pennsylvania State Employees Credit Union (PSECU).

Service: The digital banking Services provided by PSECU, including but not limited to account access, transfers, alerts, and communications.

User, You, or Your: Refers to applicant, member, joint owner, and other authorized party as applicable.

Website/Site: The official PSECU Website, accessible at PSECU.com.

2. Changes to this Agreement

Except as prohibited by law, We may add, delete, or change the terms of this Agreement at any time.

When legally required, We will inform You of any changes to the Agreement. We will communicate such changes by updating this Agreement on Our Website, and may also notify You of changes by email, mail, and/or providing notice of change on Our Website.

Continued use of the Service or Products governed by the relevant terms and conditions constitutes Your agreement to any revised or updated terms and conditions.

3. Relationship to Other Agreements

You agree that when you use the Service, you will remain subject to the terms and conditions of this Digital Banking Agreement. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including but not limited to, your mobile service carrier or provider (for example, AT&T®, Verizon Wireless®, Sprint®, T-Mobile®, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of the Service (for example, your mobile service carrier or provider may impose data usage or text message charges, and possibly even roaming charges, for your use of or interaction with the Service, including while downloading software, receiving or sending mobile account access text messages, or other use of your Internet Accessible Device when using the software or other products and services provided by the Service), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that your mobile service carrier or provider is solely responsible for its products and services. Your mobile service carrier or provider is not the provider of any financial services available through the Service, and is not responsible for any of the materials, information, products, or services made available to you by us. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with the Service, you will contact us directly.

4. The Service

This license agreement applies to any product or service accessed through Digital Banking.

- a. License
- b. License Restrictions/Revocations

4(a). License

Subject to your complete compliance with this Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable, and non-assignable license ("License") to download, install, and/or use the software and/or application for the Service on any of your Internet Accessible Devices within those countries where such use is lawful under local and United States (U.S.) law. In the event that you obtain a new or different Internet Accessible Device, you may be required to download and install the software for the Service to that new or different Internet Accessible Device.

4(b). License Restrictions/Revocations

This License shall be deemed revoked immediately upon (i) your termination of the Service in accordance with this Agreement; (ii) your noncompliance with this Agreement; or (iii) our written notice of revocation to you at any time, with or without cause. In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the software/application. We reserve all rights not granted to you in this Agreement.

5. Your Obligations

- a. Account Ownership/Accurate Information
- b. Location-based Information
- c. Proprietary Rights
- d. User Conduct
- e. No Re-sale Use
- f. Export Control

When you use the Service to access your eligible accounts, you agree to the following:

5(a). Account Ownership/Accurate Information

You represent that you are the legal owner of the accounts and other financial information which may be accessed via the Service. You represent and agree that all information you provide to us in connection with the Service is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Service.

You agree not to misrepresent your identity or your account information in any way.

5(b). Location-based Information

If you use any location-based feature of the Service, you agree that your geographic location and other personal information may be accessed and disclosed through the Service. If you wish to revoke access to such information, you must cease using location-based features of the Service.

5(c). Proprietary Rights

You are permitted to use content delivered to you through the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any PSECU technology, including but not limited to, any software or other mobile phone applications associated with the Service.

5(d). User Conduct

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

5(e). No Re-sale Use

You agree that the Service is for your personal use only. You agree not to resell the Service.

5(f). Export Control

You acknowledge that the Software is subject to the U.S. government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the software. You agree that you will not directly or indirectly use, export, re-export, or transfer the software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use the Service in any country which is subject to U.S. sanctions.

6. Charges for the Service

We do not charge for the Service. However, we reserve the right to do so in the future and will provide notice at least 30 days before the effective date of any change. If there is a fee, you agree to pay for the Service in accordance with the fee schedule in place at that time and as amended from time to time.

You authorize us to automatically charge your account for all such fees incurred in connection with the Service. In the future, we may add to or enhance the features of the Service. By using such added or enhanced features, you agree to pay for them in accordance with any applicable fee schedule

7. Additional Provisions

1. Neither we nor our service providers can always foresee or anticipate all technical or other difficulties related to the Service. These difficulties may result in loss of data, loss of personalization settings, or other Internet access service interruptions. Neither we nor any of our service providers assumes responsibility for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization settings in connection with your use of the Service.

2. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality, or availability of any Internet Accessible Device or mobile network which you utilize to access the Service.
3. You agree to exercise caution when utilizing the Service application on your Internet Accessible Device and to use good judgment and discretion when obtaining or transmitting information.
4. The availability of the Digital Services described in this Agreement may vary depending on how you access Digital Services (via website or mobile app), and some Digital Services are only available on select platforms or for certain account types.
5. You agree that we will not be liable for any vendor-related, user-related, or wireless service-related event which causes any transaction failure so long as such event is outside of our control.

8. The Service

- a. Description of Service
- b. Eligible Account Types and Relationships
- c. Multiple Accounts
- d. Service Availability
- e. Service Restriction

8(a). Description of Service

Under these terms and conditions, You may use the Service to perform the following:

- Access balance and transaction history of shares and loans associated with eligible accounts
- Perform transactions
- Card Management
- Access optional services that may be offered on Our digital platform
- Communicate with and receive communications from Us
- Maintain profile information such as Your address, phone numbers, email address, and credentials
- Apply for or add additional financial services or products

PSECU will not be liable to You for any damage and/or losses caused by Your failure to properly use the Service and/or Your Internet Accessible Device. We reserve the right to modify or upgrade the scope of the Service at any time. We also reserve the right to refuse to perform any transaction You request through the Service. You agree and understand that the Service may not be available on all Internet Accessible Devices, may not be available from all mobile service carriers or providers, and may not be accessible or may have limited utility over some mobile networks, such as while roaming. You also accept responsibility for the proper use of your Internet Accessible Device. In the event we make any modifications or upgrades to the Service, you are responsible for making sure that you understand how to use the Service as modified or upgraded. We will not be liable to you for any damage and/or losses caused by your failure to properly use the Service and/or your Internet Accessible Device. It is your responsibility to ensure you are using the latest version of the Service including the app. We may

discontinue support for earlier version of the Service, including the app, at any time and in our sole discretion.

8(b). Accounts Eligible for the Service

The following account types and relationships are generally eligible for the Service.

- Individual Account - Primary Account Owner
- Joint Account - Primary Account Owner & Joint Owner(s)
- Youth Account - Primary Account Owner & Joint Owner(s)
- Tentative Trust Account - Primary Account Owner & Joint Owner(s)
- Trust Account - Trustees
- Custodial Account - Custodian
- Representative Payee Account - Representative Payee
- VA Fiduciary Account - VA Fiduciary
- Guardianship Account - Guardian
- Estate Account - Executor
- Organizational Account - Authorized Signer(s)

In instances where an eligible account includes a loan product with co-borrowers and/or authorized signers, such co-borrowers and authorized signers shall generally be eligible for the Service. However, their access will be restricted to the individual products with which they are associated, thereby limiting the Service features available to them.

While business accounts are eligible for the Service, they must be enrolled in the Service separately from non-business accounts. Please see section 9(b) (Business Account Enrollment) below for information regarding the enrollment and handling of business accounts for the Service.

8(c). Multiple Accounts

If You are eligible to access multiple non-business accounts, each account, along with the eligible shares and loans associated therewith, shall be displayed within the Service. Your access to any shares or loans on those accounts, as well as the services or features available, may vary based on Your relationship to the account. Unless otherwise prohibited by law, PSECU reserves the sole and absolute discretion to determine which digital services and features shall be made available to You.

Please see section 9(b) (Business Account Enrollment) below for information regarding the enrollment and handling of business accounts for the Service.

8(d). Service Availability

The Service is generally accessible 24/7 but may be unavailable due to scheduled maintenance or circumstances beyond Our control. We will typically announce any scheduled maintenance on Our website or within the Service to inform You of expected unavailability. PSECU will not be liable to You for any damage and/or losses caused by the service being unavailable due to scheduled maintenance or circumstances beyond Our control.

8(e). Service Restriction

We reserve the right to restrict access to the Service, either in whole or in part, including but not limited to when You or Your accounts are in violation of either the [PSECU Agreements and Disclosures](#) or [PSECU Bylaws](#).

9. Service Enrollment and Termination

- a. Enrollment Requirements
- b. Business Account Enrollment
- c. Terminating the Service

9(a). Enrollment Requirements

To enroll in the Service, You must be at least 13 years of age and have an eligible relationship to one or more eligible account types. Joint owners on an account with a primary account owner under 18 years of age are responsible for any and all account activity of the primary account owner. **Each eligible individual must enroll in the Service using a unique username and password to gain access.** You must also have a current phone number capable of receiving voice calls or text messages in Your profile. Additionally, You will need to maintain a valid email in Your profile to receive email communications from Us. If You believe Your phone contacts with Us are not current or need assistance with enrolling, please contact Customer Service at 800.237.7328. Additional requirements may apply depending on the account(s) You have.

9(b). Business Account Enrollment

Business accounts must be enrolled separately from non-business accounts and require the full business account number and business account PIN to complete the enrollment process. Business accounts require their own unique username and password and will be displayed individually within the Service. Should You require additional assistance with enrolling Your business account or have any questions regarding access to Your business accounts within the Service, please contact Customer Service at 800.237.7328 for assistance.

Please note: Business accounts are **not eligible** for the Member-to-Member Transfer service or for transfers to or from other U.S. financial institutions (External Account Transfers).

9(c). Terminating the Service

Unless stated otherwise in any terms and conditions incorporated herein, this Agreement shall remain in force for as long as you continue to use any Product or Service or until terminated by us.

If You want to remove Your access to the Service, You can do so by accessing Your profile through the Service and selecting the option to remove the Service or by contacting Customer Service at 800.237.7328.

Termination of the Service will remove Your ability to access and manage services and features previously established within the Service. This may necessitate the termination or suspension of prior instructions. Additionally, We may delete any stored information You have previously provided.

Examples of affected services and information include, but are not limited to:

- Scheduled Transfers (both Internal and External)
- Scheduled Bill Payments
- External Account Details
- Payee Details (Bill Payer Service)
- Member-To-Member Transfer Contacts
- Alert Preferences

If Your username becomes inactive for an extended duration, We may terminate the Service for security reasons. We will attempt to notify You of such termination but are not obligated to do so.

Should You close all Your Eligible Accounts or withdraw from the Service, We reserve the right to suspend or terminate Your access without prior notice.

In the event that You breach any provision of this Agreement or any other agreement You have entered into with Us, You hereby consent to the suspension or termination of Your access to all or any of Your eligible accounts via the Service.

PSECU reserves the right to change or cancel the Digital Banking Products or Services or terminate this Agreement at any time with or without cause. We may also suspend your access to the Products and Services at any time without notice and for any reason, including but not limited to, your non-use of the Products and Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of the Products or Services.

10. Access Requirements and Security

- a. General
- b. Account Credentials (Username, Password and PIN)
- c. One-Time Codes
- d. Protecting Your Accounts

10(a). General

To use the Service, You will need a computer or mobile device with Internet access. The Service is accessible through the PSECU Mobile app, available on the official Apple App Store® and Google Play™ store, or by visiting psecu.com using a supported web browser such as Firefox®, Chrome™, or Microsoft Edge®. PSECU does not guarantee the proper functioning of the Service on non-industry standard or early-released browsers or operating systems. Additionally, You may not use a modified device to access the Services if the modification violates the manufacturer's software or hardware guidelines, including disabling hardware or software controls—sometimes referred to as “jailbroken.”

You also accept responsibility for the proper use of your Internet Accessible Device. We may change and/or upgrade the Service from time to time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use the Service as changed or upgraded. We will not be liable to you for any damage and/or losses caused by your failure to properly use the Service and/or your Internet Accessible Device. It is your responsibility to ensure you are using the latest version of the Service including the app. We may discontinue support for earlier version of the Service, including the app, at any time and in our sole discretion.

To ensure secure access to the Service, We may collect detailed information about the computers and mobile devices You use to access the Service. This may include telephone numbers and unique internal and network identifiers for Your computers and mobile devices. Additionally, We utilize cookies and other technologies for information security and other purposes, as outlined in Our [Internet Privacy Policy](#).

10(b). Account Credentials (Username, Password and PIN)

Account Credentials include Usernames, passwords, and PINs and must comply with the standards We set. These standards will be provided to You whenever You create or modify Your username, password,

or PIN. We may require You to change or update Your username, password or PIN at any time to comply with any new standards We establish. **YOU ARE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR ACCOUNT CREDENTIALS.** We recommend selecting a unique username and password combination exclusively for use with the Service.

USERNAMES AND PASSWORDS MUST REMAIN CONFIDENTIAL AND SHALL NOT BE SHARED AMONG USERS. EACH INDIVIDUAL POSSESSING AN ELIGIBLE ACCOUNT TYPE AND ACCOUNT RELATIONSHIP IS ENTITLED TO ENROLL IN THE SERVICE USING A UNIQUE USERNAME AND PASSWORD COMBINATION. PERMITTING ANOTHER INDIVIDUAL TO ACCESS YOUR ACCOUNT(S) BY SHARING YOUR CREDENTIALS WILL RENDER YOU FINANCIALLY LIABLE FOR ANY RESULTING LOSS OR MISUSE OF THE ACCOUNT. For further details regarding Your liability for unauthorized activity in Your account, please refer to the Electronic Fund Transfers (Regulation E) Disclosures section found in Our [PSECU Agreements and Disclosures](#).

For Individual and Joint accounts, only the primary account owner is authorized to modify the account PIN. For all other account types eligible for the service, any eligible account owner may modify the account PIN.

10(c). One-Time codes

For certain transactions, the use of a one-time code may be required to ensure the security of the Service. **PSECU will never contact You to verify one-time codes. To protect against fraud and unauthorized transactions, You should never disclose these codes to anyone.**

10(d). Protecting Your Accounts

To maintain secure communications and reduce fraud, You agree to protect Your Account Credentials. We reserve the right to block access to Your account and services if We reasonably believe Your credentials have been or are being used by an unauthorized person(s). In cases where You mistakenly disclose confidential information to any individual who should not have access to Your account, You, the accountholder, are in the best position to prevent resulting fraudulent transactions directed at Your account and to detect them if they occur. If You fail to do so or if You fail to do so in a timely manner, You may suffer a loss which We are not obligated to pay back to You.

11. Alerts Service

- a. General
- b. Mandatory Security Alerts
- c. Optional Notification Methods
- d. Alert Delivery Timing

11(a). General

Upon enrollment in the Service, You will gain access to PSECU's Alerts Service. The Alerts Service enables You to receive eligible alerts (Mandatory Security Alerts and Optional Alerts) via email messages, text messages, and push notifications. By using the Service, You acknowledge that these alerts may not be encrypted and may contain Your name and account information associated with the selected alerts.

11(b). Mandatory Security Alerts

The Alerts Service includes Mandatory Security Alerts which cannot be disabled. These alerts are provided to You for fraud protection and occur when important changes occur to Your eligible accounts or profile. These include username and password updates, address modifications, external account transfer activities, and more.

These alerts will automatically be sent by email message to the email address in Your profile. Mandatory alerts can also be sent by text message or push notification if You have enabled an optional notification method in Your profile.

11(c). Optional Notification Methods

In addition to the mandatory notification channels of email messages, You may choose to enable an optional notification method of Text Message or Push Notification. By enabling an optional method, You consent to the delivery of such messages via the selected method to the contact points You designate.

By enabling text messages as Your optional notification method, You expressly consent to receive text messages at the specified number from Us. To receive text messages from Us, Your mobile device must be subscribed to a wireless service with a participating mobile carrier and be capable of receiving text messages from Your carrier's service.

By enabling push notifications as Your optional notification method, You will receive push notifications on any mobile device currently associated with Your profile. Mobile devices are associated with Your profile whenever You log into Our Mobile App from a mobile device. You may view and edit the mobile devices associated with Your profile by using the "Manage Devices" option in the Alerts Service menu.

11(d). Alert Delivery Timing

The Alerts service operates continuously, 24/7/365. Alerts may be received at any time. While We strive to provide timely and accurate information, We do not guarantee the delivery or accuracy of any communication. Alerts may be delayed and may not reflect pending transactions or payments. Alerts indicating deposit activity do not guarantee that the funds are available for withdrawal. Alerts related to specific account, share, loan, or card conditions may take up to 24 hours to be activated or deactivated following any changes to these products. Examples of changes include, but are not limited to, obtaining new products, removing existing products, or modifying ownership of products.

PSECU is not liable for losses or damages arising from:

- Non-delivery, delayed delivery, or erroneous delivery of any alert.
- Inaccurate alert content.
- Your use or reliance on the contents of any alert for any purposes.

If an email notice, text message notice, or push notification is returned to PSECU as undeliverable or a device does not log into PSECU's mobile service for a period of time, PSECU may discontinue the Alerts service.

12. Transfers and Payments

- a. Transfer and Payment types
- b. Cutoff Times and Processing Schedules

- c. External Account Verifications
- d. Member-to-Member Transfers
- e. Transfer Limits and minimums
- f. Overdraft Transfer Protection Service

12(a). Transfer and Payment Types

The Service allows You to complete or manage the following types of transfers and payments.

- Between Your eligible shares and loans on Your eligible PSECU accounts;
- Between Your eligible shares on Your eligible PSECU accounts and Your accounts at other U.S. Financial Institutions;
- From Your accounts at other U.S. Financial Institutions to make payments to Your eligible PSECU loans on Your eligible PSECU Accounts;
- From Your eligible shares on Your eligible PSECU accounts to any eligible Shares or Loans on eligible PSECU Accounts You linked using an Account-To-Account Transfer Authorization form;
- From Your eligible shares on Your eligible PSECU accounts to another PSECU Member You linked using PSECU's Member-to-Member transfer service; and
- Deposit Distributions between Your eligible shares on Your eligible PSECU accounts.

12(b). Cutoff Times and Processing Schedules

Subject to PSECU's Funds Availability Policy, transfers and payments of available funds, executed through the Service are subject to specific cutoff times and processing schedules. These cutoff times may be adjusted periodically without prior notice; however, they will generally conform to the times and schedules outlined below.

Transfers and payments between Your eligible shares and loans (excluding mortgages) on Your eligible PSECU accounts are processed in real time and will be processed for the current day up until 11:59 PM ET. Mortgage payments made through the Service must be completed before 9:00 PM ET to be processed the same day. Mortgage payments made after this cutoff time will be processed the next calendar day. Transfers between Your eligible shares that have been scheduled for a future date shall typically be processed prior to 10:00 AM ET on the selected date. Scheduled Transfers between eligible shares shall be processed seven days a week, regardless of any holidays.

Outbound transfers from eligible shares in Your PSECU accounts to Your accounts at other U.S. Financial Institutions may be authorized for same-day processing up until 2:00 PM ET on business days. Transfers authorized after 2:00 PM ET on business days, on non-business days, or for a future business day will be processed at 2:00 PM ET on the selected date. Transfers may be authorized for up to 30 days in advance. Should a transfer be authorized for a non-business day, it will be processed on the next business day. You may cancel or modify the transfer authorization until it has been processed. The receiving U.S. Financial Institution will process and post transfers in accordance with their respective rules and processing schedules.

Inbound transfers to eligible shares in Your PSECU accounts from Your accounts at other U.S. Financial Institutions can be authorized for processing on any future business day, up to 30 days in advance, until 11:59 PM ET each day. Should a transfer be authorized for a non-business day, it will be processed on the next business day. You may cancel or modify the transfer authorization up until one business day prior to the scheduled transfer date. Funds transferred to Your PSECU account from Your other U.S. Financial Institutions are subject to PSECU's Funds Availability Policy. For the current version, please visit psecu.com/disclosures.

Inbound payments to eligible loans in Your eligible PSECU accounts from Your accounts at other U.S. Financial Institution may be authorized for same-day processing up until 8:00 PM ET each calendar day. Transfers authorized after 8:00 PM ET or for a future date will be processed at 8:00 PM ET on the selected date. Transfers may be authorized for up to 30 days in advance.

Deposit Distributions shall be executed immediately following the receipt of any matching ACH deposits for which distributions have been configured. Modifications to Deposit Distributions may be made by any eligible person with access to the share where the deposit is being made and must be submitted and confirmed prior to the next matching ACH deposit to take effect. ACH deposits are generally processed each business day before the commencement of business hours.

Transfers and payments that are in process cannot be canceled. When the Service provides options for recurring and/or future one-time transfers, You may cancel any transfer provided that We receive the cancellation request prior to the processing date or other applicable cut-off time. For recurring transfers, You may only cancel the entire recurring transfer schedule. Upon cancellation of the entire recurring transfer schedule, all future transfers will be canceled, and You must reschedule the transfers if You wish for them to be executed in the future.

12(c). External Account Verifications

Prior to initiating transfers to or from an account at other U.S. financial institutions, We are required to verify such account. Verification of Your non-PSECU account may take several business days and may necessitate Your confirmation of the amount of a small deposit credited to Your non-PSECU account.

To ensure that this verification process does not impede Your ability to cover withdrawals from Your PSECU shares or to make timely payments on Your PSECU loans, please allow sufficient time for the verification process or make alternative arrangements to cover any withdrawals or payments.

12(d). Member-to-Member Transfers

The Service permits the transfer of funds between Your eligible PSECU shares and another User's eligible PSECU shares. To initiate a transfer using the Member-to-Member Transfer service, You must provide the recipient's first and last name, as well as their email address or mobile phone number. The recipient must have access to an eligible PSECU share on an eligible PSECU account to claim the funds. Upon providing the necessary contact information and creating a secret phrase, PSECU will send an email or text message on Your behalf to notify the recipient of the pending transfer. The recipient will require the transfer code provided by PSECU and the secret phrase You created to claim the funds. It is Your responsibility to communicate the secret phrase to the recipient to complete the claiming process.

Funds not claimed by the recipient within seven (7) days of the transfer request will be returned to the eligible share from which the transfer was initiated. You may cancel unclaimed Member-to-Member transfers until they have been claimed or returned as unclaimed. PSECU cannot return any funds that have been successfully claimed by the recipient.

During the transfer process, You have the option to save the recipient as a contact. Once the initial transfer to a saved contact is completed, any subsequent transfers to that contact, unless scheduled for a future date, will be instantaneous and cannot be canceled by You or returned by PSECU.

To receive funds using the Member-to-Member Transfer service, You must obtain the secret phrase created by the sender and the transfer code provided by PSECU in the notification email or text message. During the claiming process, You will select an eligible share to deposit the claimed funds.

If the sender has saved You as a contact, any future transfers from the same sender will be automatically deposited into the initially selected share and will not require further claiming.

If You do not claim the funds within seven (7) days from the transfer notice, or if the sender cancels the transfer before You have claimed the funds, the funds will be returned to the sender. It is Your responsibility to coordinate with the sender for any re-sending of funds. PSECU will not request funds from the sender on Your behalf.

Member-to-Member Transfers are only available for business accounts that are sole proprietorships. All other business account types are not eligible for this feature.

12(e). Transfer Limits and minimums

To protect Your account and mitigate the risk of fraud or misuse of the transfer service, certain transfers and payments may be subject to limitations even if Your available balance exceeds the transfer limit.

Any limits imposed by the Service will be displayed within the Service at the time of the respective transfer or payment. Transfer and payment limits may apply to a single request or an aggregate number of requests performed over a specified time period. These limits may be applicable to the account from which they are performed or to the individual utilizing the Service to execute the request. As deemed necessary by PSECU, limits are subject to change at any time and for any reason, and may be modified in accordance with the [PSECU Agreements and Disclosures](#).

Advances from eligible lines of credit, such as credit cards or home equity loans, may be subject to minimum advance amounts as specified in the agreement governing that line of credit. Any such minimums will be displayed within the Service at the time of the respective loan advance.

12(f). Overdraft Protection Transfer Service

Users with access to an eligible checking share are authorized to configure and modify the Overdraft Protection Transfer Service. For complete terms regarding Overdraft Protection Transfer Service, see that section in the [PSECU Agreements and Disclosures](#).

13. Electronic Statements, Tax Forms, Notices and Communications

- a. General
- b. Enrollment
- c. Statements
- d. Tax-Related Documents
- e. Notices and Communications
- f. Right to Withdraw Consent

13(a). General

The use of the Service allows Us to deliver documents to You electronically. This includes statements, tax forms, notices, disclosures and other communications.

13(b). Enrollment

Enrollment in electronic statement and tax form delivery is controlled by Your selections made within the “Paperless Preferences” option found by navigating to “Statements, Tax Forms & Documents” in the Service.

Your ability to set preferences for electronic statement delivery for an account is contingent upon Your relationship to the account and the account type. The Service will display preference options only for the accounts for which You are eligible to set preferences. If Your account has multiple owners, any owner eligible to set the electronic statement delivery preference may do so. This preference is applied at the account level and, therefore, affects the preference for all eligible account owners.

Your ability to opt into electronic tax form delivery is contingent upon Your association with a tax identification number and an eligible account relationship. While You may have the option to modify Your preference for electronic tax documents, You will only receive such documents if the related tax identification number qualifies for an eligible tax document issued by PSECU.

By utilizing Our digital banking services and consenting to Our [ELECTRONIC DISCLOSURE AND CONSENT FOR ELECTRONIC SIGNATURES](#), You will be enrolled to receive notices, disclosures, and other communications electronically. Your consent to electronic disclosures and electronic signatures may have been provided during Your initial membership application or at the time of Your enrollment in the Service.

13(c). Statements

To view electronic statements, You must have an eligible relationship to an eligible account type. For Individual, Joint, and Tentative Trust accounts, only the Primary Account Owner is permitted to view electronic statements and set the preference for electronic statement delivery. For all other eligible account types, the eligible relationships specified in section 8(b) (Accounts Eligible for the Service) of this agreement are permitted to view electronic statements and set the preference for electronic statement delivery for the respective account.

Your account statements are typically available in Digital Banking within 48 hours after the statement cycle ends and will remain accessible for a minimum of 7 years. If You've chosen to receive statements electronically only, We'll send an email notification to the address listed in at least one account owner's profile when Your statement is ready. You can still view Your statements online even if You also receive paper copies—electronic access is available either way.

The termination of the digital banking service will remove Your ability to access Your statements electronically. Please ensure You have downloaded or printed any statements You need prior to terminating the Service. You may obtain a paper copy of Your statements by calling Us at 800.237.7328. Statement copies are subject to fees as noted in Our Fee Schedule.

13(d). Tax-Related Documents

Electronic copies of tax-related documents will be limited to those prepared for the tax identification number(s) associated with Your username.

Tax-related documents will be made available electronically as soon as possible and within the delivery due dates prescribed by IRS guidelines. These documents will remain accessible within the Service for a minimum of 6 years from the tax year of issuance.

The termination of the digital banking service will remove Your ability to access Your tax-related documents electronically. Please ensure You have downloaded or printed any tax-related documents You need prior to terminating the Service. You may obtain a paper copy of Your tax-related documents by calling Us at 800.237.7328.

13(e). Notices and Communications

Unless applicable law or regulation states otherwise or pursuant to [ELECTRONIC DISCLOSURE AND CONSENT FOR ELECTRONIC SIGNATURES](#), when We need to provide You with information in writing, We can send it electronically, either:

- To Your email address; or
- By posting the information to Our Website; or
- To Your Letters section of digital banking, or other electronic means.

Any notice or Account-Related Information We send You will be effective, and deemed delivered to You, when posted on Our Website, sent electronically or otherwise made available to You.

If Your Eligible Account has multiple owners, We may send Account-Related Information to any one of them. The person receiving the notice is responsible for providing copies of all Account-Related Information to all joint account owners, Delegates, or other persons with access to the applicable Eligible Account.

Notices and communications sent to the Letters section of the Service will remain accessible for a minimum of 3 years from the date they were created.

The termination of the digital banking service will remove Your ability to access notices and communication sent to the Letters section of the Service. Please ensure You have downloaded or printed any notices or communications You need prior to terminating the Service. You may obtain a paper copy of Your notices and communications by calling Us at 800.237.7328.

13(f). Right to Withdraw Consent

If You have opted to receive Your statements or tax forms electronically, You may withdraw Your consent at any time. To do so, You have two options:

- Update Your preferences by navigating to “Statements, Tax Forms & Documents” in the Service and selecting “Paperless Preferences.”
- Contact PSECU directly at 800.237.7328 to withdraw Your consent.

If You wish to stop receiving all Notices and Communications electronically, You must either:

- Terminate Your access to the Service as described in Section 9(c) (Terminating the Service), or
- Call PSECU at 800.237.7328 for assistance.

Please note that withdrawing Your consent may result in the termination of Your access to the Service, in accordance with the [ELECTRONIC DISCLOSURE AND CONSENT FOR ELECTRONIC SIGNATURES](#) agreement.

14. Additional Services and Addenda Agreements

The following addenda agreements apply to any additional services You may have enrolled in (if eligible) or have access to as part of the digital banking service. Additional service agreements may be provided at the time of service acceptance and You may wish to retain a copy of these for Your records.

- Zelle® Transfer Service
- [Remote Deposit Disclosure and Agreement](#)
- FICO® Score Service
- [External Account Transfer Service Terms & Conditions](#)
- [Bill Payer Terms and Conditions and Electronic Fund Transfers \(Regulation E\) Disclosures](#)
- Document Upload

15. Warranty

EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN TERMS AND CONDITIONS, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS." PSECU SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PSECU MAKES NO WARRANTY OF ANY KIND THAT THE PRODUCTS OR SERVICES, OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, MOBILE DEVICE, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. PSECU DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED, CONTINUOUS, OR SECURE ACCESS TO THE PRODUCTS AND SERVICES.

16. Limitation Of Liability

IN NO EVENT WILL WE OR OUR SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PRODUCTS OR SERVICES, OR FOR ANY LOSS OF PROFITS, BUSINESS, OR DATA, WHETHER BASED IN STATUTE, CONTRACT, TORT, OR OTHERWISE, EVEN IF WE OR OUR SERVICE PROVIDERS, AS APPLICABLE, HAVE BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS YOU PAID TO US UNDER THIS AGREEMENT FOR THE USE OF THE RESPECTIVE PRODUCT OR SERVICE WHICH GAVE RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

17. Indemnification

You shall indemnify, defend, and hold harmless PSECU and our current, future, and former officers, directors, managers, employees, representatives, agents, contractors, successors, and permitted assigns (collectively, the "PSECU Indemnitees"), from and against any and all losses, liabilities, penalties, fines, expenses, damages, judgments, settlements, and other costs (including reasonable attorneys' fees and costs of investigation) incurred by PSECU Indemnitees ("Damages"), and defend the PSECU Indemnitees against all third party claims, suits, proceedings and actions ("Claims"), which arise out of or relate to: (i) your material breach of any obligation, representation, or warranty under this Agreement; (ii) your negligence or willful misconduct; (iii) your misuse of any Product or Service; (iv) your use of any Product or Service to violate any law, regulation, or government order; or (v) your use of any Product or Service to violate, infringe, or misappropriate the rights of us or any third party.

18. Costs of Equipment/Internet Service

The use of the Products and Services requires an Internet Accessible Device and the ability to connect to the Internet. You are responsible for acquiring your own Internet Accessible Device and Internet connectivity and for all associated costs and maintenance.

19. General

- a. Assignment
- b. Governing Law
- c. Survival of Terms
- d. Rules of Construction
- e. Severability
- f. Waiver
- g. Force Majeure
- h. Entire Agreement

19(a). Assignment

This Agreement is personal to you and you may not assign it.

19(b). Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the choice or conflict of law provisions of such state. You and we agree that any action to interpret or enforce the Agreement will be brought exclusively in the state and federal courts in Dauphin County, Pennsylvania.

19(c). Survival of Terms

The rights and obligations of the parties to this Agreement which by their nature must survive termination in order to achieve its fundamental purposes shall survive any expiration or earlier termination of this Digital Banking Agreement.

19(d). Rules of Construction

Section headings are included for convenience or reference only and are not intended to define, limit, or expand the scope of any provision of this Agreement and should not be used to construe or interpret the Agreement.

19(e). Severability

If any part of this Agreement is determined to be invalid or illegal by any court or agency of competent jurisdiction, then that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of the Agreement shall remain in full force and effect.

19(f). Waiver

A party's failure to act under this Agreement shall not indicate a waiver of any rights under the Agreement. No waiver of any provision of the Agreement shall be valid unless made in writing and signed by an authorized representative of the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term and shall not be deemed a waiver of any subsequent breach.

19(g). Force Majeure

In no event will we be liable or responsible to you, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond our reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Digital Banking Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export, or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

19(h). Entire Agreement

This Agreement and any other documents incorporated herein by reference, is the final, full, and exclusive expression of the agreement between the parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either party with respect to the subject matter hereof and the transactions contemplated hereby.