

Mobiliti™ Addendum To Agreement for Online Banking Services

This is an addendum to your Online Banking Services Agreement (“Agreement”) and sets forth the additional terms and conditions for use of the Mobile Banking - MyMobile Services - MyMobile (“Mobiliti”) offered through Ascentra Credit Union to you. Except where modified by this Addendum, the Online Banking Services Agreement remains in effect. Terms defined in the Agreement that are not defined in the Addendum have the same meaning here. This Addendum and the Agreement constitute the entire agreement between us and you relating to Mobile Banking - MyMobile, supersede any other agreements relating to Mobile Banking - MyMobile, and may only be amended as provided in the Agreement. If there is a conflict between Agreement and this Addendum, the terms in this Addendum will govern your use of Mobile Banking - MyMobile.

I. ACCEPTANCE OF ADDENDUM.

A. Accepting this Addendum.

By clicking “I Agree” when you register for Mobile Banking - MyMobile (“Mobiliti™”) or by using the Mobile Banking - MyMobile, you agree to the terms and conditions of this Addendum.

B. Description of Services.

Mobile Banking - MyMobile is a personal financial information management service that allows you to:

- (i) access Ascentra Credit Union account information such as balances and recent transaction history;
- (ii) transfer funds between your accounts at Ascentra Credit Union;
- (iii) set up optional account alerts to be delivered either to your mobile phone using sms text messaging (standard text rates apply), and/or via email;
- (iv) make payments to merchants and individuals who have previously consented to accept payments through our online bill pay service - MyBillPay;
- (v) and make other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.

Not all Mobile Banking - MyMobile are available on all types of mobile devices. See our Web site at www.ascentra.org for the most up-to-date list of Services. We reserve the right to modify the scope of the Mobile Banking - MyMobile at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking - MyMobile. You agree and understand that Mobile Banking - MyMobile may not be accessible or may have limited utility over some mobile networks, such as while roaming.

C. Use of Services.

Mobile Banking - MyMobile will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking - MyMobile before using, and that you always use Mobile Banking - MyMobile in accordance with any online instructions that may be delivered to you. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking - MyMobile software (“Software”). From time to time we may change, upgrade, or add new features to Mobile Banking - MyMobile

In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile Banking - MyMobile software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking - MyMobile or your Wireless Device.

D. Relationship to Other Agreements.

You agree that when you use Mobile Banking - MyMobile, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. 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 (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Addendum 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 Mobile Banking - MyMobile (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking - MyMobile, including while downloading the Software, receiving or sending Mobile Banking - MyMobile text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking - MyMobile - MyMobile), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking - MyMobile. 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 Mobile Banking - MyMobile, you will contact us directly.

II. MOBILE BANKING - MYMOBILE SOFTWARE LICENSE AGREEMENT

A. License.

Subject to any compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license (“License”) to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you may be required to download and install the Software to that new or different Wireless Device.

B. License Restrictions/Revocation.

This License shall be revoked immediately upon any of the following conditions,

- (i) your termination of Mobile Banking - MyMobile;
- (ii) your deletion of the Software from your Wireless Device;
- (iii) your noncompliance with this Addendum;
- or (iv) written notice 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 from your Wireless Device and/or discontinue use. We and our service providers (which includes, without limitation, any provider of Software such as Fiserv) reserve all rights not granted to you in this Addendum.

C. Software.

The Software shall be used solely in connection with Mobile Banking - MyMobile and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software, (ii) copy or reproduce all or any part of the technology or Software, or (iii) interfere, or attempt to interfere with the technology or Software. The Software does not include various third party operating systems and applications that will be required to use the Software. You will be solely responsible for such third party software. You acknowledge that the Software contains

trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You (a) will not print, copy, or duplicate any portion of the Software, (b) will not alter any copyright notices on the Software, (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Paragraph, (e) only will use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of our procedures and requirements for use of the Software. The provisions of this Paragraph will survive termination of this Agreement.

III. YOUR OBLIGATIONS

When you use Mobile Banking - MyMobile to access accounts you designate during the registration process, you agree to the following:

A. Account Ownership/Accurate Information.

You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking - MyMobile. You represent and agree that all information you provide to us in connection with Mobile Banking - MyMobile is accurate, current and complete, and that you have the right to provide such information. You also agree not to misrepresent your identify or your account information. You agree to keep your account information up to date and accurate. You agree that we and our service providers may send you, by sms text message, e-mail, and other methods, communications relating to Mobile Banking - MyMobile (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking - MyMobile and other Online Banking services. You agree to use Mobile Banking - MyMobile carefully, to keep your password confident and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at 1-800-426-5241 and to cancel immediately your participation in Mobile Banking - MyMobile if you observe any material errors in the Mobile Banking - MyMobile Services.

B. Location-Based Information.

If you use any location-based feature for Mobile Banking - MyMobile you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking - MyMobile. If you wish to revoke access to such information you may cease using location-based features of Mobile Banking - MyMobile.

C. Export Control.

You acknowledge that the Software is subject to the United States (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 Mobile Banking - MyMobile in any embargoed or sanctioned country.

D. Proprietary Rights.

You are permitted to use content delivered to you through Mobile Banking - MyMobile only on Mobile Banking - MyMobile. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking - MyMobile technology, including, but not limited to, any Software or other mobile phone applications associated with

Mobile Banking - MyMobile.

E. User Conduct.

You agree not to use Mobile Banking - MyMobile or the content or information delivered through Mobile Banking - MyMobile in any way that would: (a) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or 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 Mobile Banking - MyMobile to impersonate another person or entity; (c) 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); (d) be false, misleading or inaccurate; (e) 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; (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 Mobile Banking - MyMobile; (i) interfere with or disrupt the use of Mobile Banking - MyMobile by any other user; or (j) use Mobile Banking - MyMobile in such a manner as to gain unauthorized entry or access to the computer systems of others.

F. No Commercial Use or Re-Sale.

You agree that the Mobile Banking - MyMobile Services are for personal use only. You agree not to resell or make commercial use of Mobile Banking - MyMobile.

G. Indemnification.

You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking - MyMobile, your violation of this Addendum, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

IV. CHARGES FOR THE SERVICE

You agree to pay for Mobile Banking - MyMobile in accordance with our current fee schedule and as amended from time to time. We will advise you of any fee changes prior to implementing them. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking - MyMobile. In the future, we may add to or enhance the features of Mobile Banking - MyMobile. By using such added or enhanced features, you agree to pay for them in accordance with our Schedule of Fees.

V. ADDITIONAL PROVISIONS

A. Mobile Banking - MyMobile Services Limitations.

1. Neither we, nor any of our service providers, including Fiserv, can always foresee or anticipate technical or other difficulties related to Mobile Banking - MyMobile. These difficulties may result in loss of data, personalization settings or other Mobile Banking - MyMobile interruptions.

2. Neither we, nor any of our service providers, including Fiserv, assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking - MyMobile.

3. Neither we, nor any of our service providers, including Fiserv, assume responsibility for the operation, security, functionality or availability of any wireless Device or mobile network that you utilize to access Mobile Banking - MyMobile.

4. You agree to exercise caution when utilizing the Mobile Banking - MyMobile application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

5. Information about activity is synchronized between the Mobile Banking - MyMobile software and our Website. Transfer and payment information available via the Mobile Banking - MyMobile software may differ from the information that is available directly through our website. Information available directly through our website may not be available via the Mobile Banking - MyMobile software, may be described using different terminology, or may be more current than the information available via the Mobile Banking - MyMobile software, including but not limited to account balance information. The method of entering instructions via the Mobile Banking - MyMobile software also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to your use of the Mobile Banking - MyMobile software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

B. Changes or Cancellation.

You may cancel your participation in Mobile Banking - MyMobile by calling us at 1-800-426-5241. We reserve the right to change or cancel Mobile Banking - MyMobile at any time without notice. We may also suspend your access to Mobile Banking - MyMobile at any time without notice and for any reason including but not limited to, your non-use of Mobile Banking - MyMobile Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking - MyMobile.

C. Use of Data

We, and our service providers, will use information you provide for purposes of providing the Mobile Banking - MyMobile Services and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for Mobile Banking - MyMobile in a month).

D. Third Party Beneficiary.

You agree that our service providers may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries to this Addendum, with the power to enforce its provisions against you.

E. Limitations and Warranty Disclaimers.

We and our service providers disclaim all warranties relating to the Mobile Banking - MyMobile Services or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, 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 or, or have 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. Except to the extent prohibited by applicable banking regulations, under no circumstances will the total liability of us or our service providers to you in connection with the Mobile Banking - MyMobile Services or otherwise under this Addendum exceed \$1,000.