## Bank-Fund Staff Federal Credit Union® (BFSFCU®) Digital Banking Alerts Service Agreement and Disclosure

Effective date <11/08/2019>

Please read this document carefully and save a copy for your reference. It contains important information. You should print, download or otherwise retain a copy for your records.

The Bank-Fund Staff Federal Credit Union (BFSFCU) Digital Banking Alerts Service Agreement and Disclosure ("Agreement") contains terms and conditions governing the BFSFCU Digital Banking Alerts Service (herein, "Alerts Service") and outlines the rules that govern your use of the Alerts Service. This Agreement, along with any other disclosures we give you pertaining to your account(s), is a contract that establishes rules that control your account(s) with us. The Digital Banking Alerts Service Agreement and Disclosure supplements the Terms and Conditions that you received upon initial logon to Digital Banking and amends and becomes part of that initial agreement. Other documents that form this contractual agreement may include, but are not limited to, the Terms and Conditions that you have received and are applicable to your account(s) including any Change in Terms notices.

In this Agreement, the words "you" and "your" refer to you as the person or business entity entering into this Agreement, and also include any user you authorize to use the Alerts Service on your behalf. The words "we," "us," "our", "Bank-Fund Staff Federal Credit Union" and "BFSFCU" refer to Bank-Fund Staff Federal Credit Union. "Alerts" are electronic notices from us that contain transactional information about your Bank-Fund Staff Federal Credit Union account(s).

By accepting this agreement or continuing to use the account(s), you agree to these terms and conditions. Also, you agree that Bank-Fund Staff Federal Credit Union as permitted by applicable law, may terminate, modify or otherwise change the Alerts Service and its terms and conditions, at any time upon providing any required notice.

Alerts Service Description. Bank-Fund Staff Federal Credit Union offers Security Alerts and Optional Alerts as described below.

- Security Alerts We automatically provide certain types of alerts "Security Alerts" to members enrolled in BFSFCU Digital Banking. Security Alerts are notifications sent to you following certain changes are made to your Digital Banking services. For example, a change in your user profile (email address, telephone number, user ID, password). We send these types of alerts to you automatically. You do not need to enroll in or activate these Security Alerts.
- Optional Alerts We also offer certain types of alerts "Optional Alerts" in which you may enroll. You can choose which Optional Alerts you wish to receive and are responsible for determining the variable criteria and options that govern each alert. We have no obligation to review or verify the criteria or options you set for any Optional Alert. If you wish, you can enable or disable an Optional Alert or modify any variable criteria or options for an Optional Alert from time to time.

We may add new Security Alerts or Optional Alerts from time to time, or modify or cancel the availability of certain Alerts. We will generally notify you when we modify or cancel Alerts, but are not obligated to do so. Please note that not all alerts are available for all account types.

**Enrollment.** To enroll in the Alerts Service you must be an owner of a Bank-Fund Staff Federal Credit Union checking or savings account Checking or savings account. You must also have a mobile phone number and either a text plan or a data plan with a mobile carrier (BFSFCU is not responsible for any fees associated with the mobile service). By registering a mobile phone number through the enrollment process, you are certifying that you are the account holder of the mobile phone account and/or have the authority to provide the mobile phone number. To complete the registration, an SMS message containing a verification code will be sent to the phone being registered. The verification code must be entered on our website at the location provided as part of the registration process. You will then be able to select the type of alerts and other Alerts Services desired.

<u>Contact by Us.</u> By providing your mobile phone number you are authorizing Bank-Fund Staff Federal Credit Union to contact you at this number. We will observe the requirements of the Telephone Consumer Protection Act and other applicable federal and state law in contacting you by telephone or wireless communications. You authorize us as part of our service to you to use automated dialing technology to deliver information including payment information to you about your account and we may call or text the phone numbers you have provided to us.

<u>Fees.</u> BFSFCU provides the Alerts Service at no charge. We may, with at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for the Alerts Service. If you continue to use the Alerts Service after the fee becomes effective, you agree to pay the fee, which may change from time to time. Please refer to our Fee Schedule.

In addition, please note that text, data charges or rates, or other charges may be imposed by your mobile carrier. Bank-Fund Staff Federal Credit Union recommends you review your contract with your mobile carrier before enrolling in the Alerts Service.

Methods of Delivery. We may deliver Alerts through one or more methods:

- (a) a mobile device, by text message;
- (b) a mobile device, by push notification;
- (c) an email account, by an e-mail message; or
- (d) your Bank-Fund Staff Federal Credit Union Digital Banking message in-box, by an e-mail message.

You agree to receive Alerts through these methods, and it is your responsibility to determine that each of the service providers for the methods described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts Service. Alert frequency varies by account and preferences.

You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

<u>Alerts via Text Message.</u> You may discontinue receipt of text message alerts by texting "STOP" to 72080. Alerts sent to your primary email address will be unaffected by this action.

Informational Purposes Only. Bank-Fund Staff Federal Credit Union provides Alerts as a convenience to you for informational purposes only. Alerts are designed to be a helpful account management tool but they are not a substitute for other types of information, security and fraud precautions, and account management techniques, including, but not limited to, maintaining a check register, verifying your statements, and being aware of your outstanding payments and available balance. An Alert does not constitute a credit union record for the deposit or credit account to which it pertains and that information reflected in an alert may be reflected on our systems and records at a different time (earlier or later) than the time we delivered the alert and that certain transactions or triggers may result in the generation of more than one alert, each of which may be delivered at different times.

<u>Timeliness.</u> We do our best to provide Alerts in a timely manner with accurate information but we do not guarantee the delivery or timeliness of any alert or the accuracy of the contents of any alert, whether you are within or outside the United States. You acknowledge and agree that your receipt of any Alerts may be delayed, misdirected or prevented by a variety of factor(s), including factors outside our control (e.g., unavailability of mobile or email service, settings such as "do not disturb" times) and our technical and administrative processes (e.g., for system maintenance). You agree to not hold Bank-Fund Staff Federal Credit Union, its directors, officers, employees, agents and service providers liable 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 an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose. Wireless carriers are not liable for delayed or undelivered messages.

Alerts are not encrypted. We will not include your full account number in an Alert. However, alerts may include your name, mobile phone number, account nickname and some information about your accounts and activity. Depending upon which alerts you select, information such as your account balance or transactional data may be included. Anyone with access to your email or mobile device(s) will be able to view the contents of these alerts. You understand and accept that an alert is transmitted electronically and you acknowledge that you have no expectation of privacy with respect to such information. You acknowledge that the information in the alert is unencrypted and can be accessed, used, or misappropriated by unintended third party recipients.

<u>Security Procedures.</u> The phone is assumed to be secure with the owner and it is the owner's responsibility to lock the phone for privacy. The alert history being returned from your account will remain in your messaging history until deleted. It is your responsibility to keep us informed of any change in your authorized mobile or other electronic messaging device number. See Changes to your Mobile Phone Number and/or Email Address below.

By accepting these terms and conditions and by using the Alert Service, you acknowledge awareness of the following best practices and your intention to follow these steps to safeguard your Alerts capabilities:

- Lock your mobile device using a password, if this is a feature of your device;
- Disable the Bluetooth feature when not in use, if this is a feature of your device;
- Delete your stored text messages regarding account balances or account history;
- Download only from sources you deem trustworthy;
- · Use the remote-wipe software or device feature to clear the data on your iPhone or other mobile device in case you lose it;
- · Activate alerts that can inform you about transaction activity on your BFSFCU Accounts.

<u>CONTACT US AT ONCE if you believe your mobile device has been lost, stolen or used without your authorization, or otherwise compromised.</u> You assume full responsibility for the security and confidentiality of your mobile device, mobile phone number, passwords and personal identification numbers used to access the Alerts Service.

<u>Cancellation by BFSFCU.</u> You agree and acknowledge that BFSFCU may cancel the Alerts Service at any time, for any reason without prior notice, to the extent permitted by applicable law. BFSFCU may at any time, without prior notice suspend temporarily or permanently terminate the Alerts Service due to inappropriate use or activity, or if your access, to your BFSFCU account(s) is restricted by BFSFCU or any other party for any reason.

<u>Privacy and User Information.</u> We do not transfer any account numbers, password or such sensitive information. You acknowledge that in connection with your use of the Alerts Service, BFSFCU and its service providers may receive and may share with one another as part of providing the Alerts Service, domain names, addresses, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Alerts Service.

BFSFCU and its service providers and their affiliates will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Alerts Service and as

otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

BFSFCU and its service providers reserve the right to monitor use of the Alerts Service for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

<u>Changes to your Mobile Phone Number and/or Email Address.</u> You must notify us promptly of any change to your mobile phone number and/or email address. We will rely on the information you have provided until we receive your notification of change. You may update your information in BFSFCU Digital Banking, or, you may call us at (202) 212-6400 or 1-800-923-7328, or write to us the address referenced below.

Contact us. Please visit us in person at any BFSFCU branch office. Visit www.BFSFCU.org for a complete list of our locations.

Or, you may contact Member Relations at (202) 212-6400 or 1-800-923-7328, via Secure Message in Digital Banking, or write to us at.

Attention. Member Relations Bank-Fund Staff Federal Credit Union 1725 I St, NW, Suite 150 Washington, DC 20006-2406 USA