

Annual Online Banking Terms and Conditions

Effective 2.1.23



Chartway
CREDIT UNION

Table of Contents

4 Welcome to Chartway Online Banking

5 Authorization

- Agreement to Use Electronic Signatures (5)

6 Online Service Disclosure

- Account Access (6)
 - Internet and Mobile Banking Transfers
 - Transaction Limitations
 - Fees and Charges
 - Confidentially
 - Documentation
 - Business Days
- Preauthorized Payments (7)
 - Credit Union Information

9 External Transfers Service Agreement

10 Person-to-Person Service Agreement

- E-Signature and Electronic Disclosure (10)
- Agreement to Conduct Transactions by Electronic Means (10)
- Availability of Printed Copies (10)
- Contact Information (10)
- Hardware, Software and Operating System (10)
- Terms of Use for the Service (“Terms of Use”) (10)
- Definitions (11)
- Description of Service and Consent (11)
- Transfers (11)
- Recipient Acknowledgment (12)
- Fees and Limitations on Transfers (13)
- Timing of Transfers (13)
- Issues Affecting the Posting of Transfers (13)
- Security (13)
- Cookies, Browser Information and Related Issues (14)
- Access to Information about You (14)
- Amendments (14)
- Limitations of Warranties (14)
- Limitation on Liability (15)
- Limitation on Damages (15)
- Time for Making a Claim (15)
- Indemnification (15)
- Severability (15)
- Contacting Us (16)
- Disclosure Access (16)

Table of Contents, cont.

20 Remote Deposit Capture Terms and Conditions

- Agreement (20)
- Rules, Laws and Regulations (20)
- Definitions (20)
- Authorized Users (20)
- Services and Funds Availability (21)
- Prohibited Checks (21)
- Access (21)
- Equipment or System Failure (21)
- Transmission Deadlines (21)
- Security (22)
- Deposit of Original Checks (22)
- Check Retention Period (22)
- Image Quality (22)
- Adjustments (22)
- Termination (22)

23 Bill Pay Service Disclosure and Agreement

- Set Up Payees / Payments (23)
- Bill Pay Process (23)
- Liability (23)
- Recurring Payment (24)
- Amendment and Termination (24)
- Fees (24)

Welcome to Chartway Online Banking

Carefully review these agreements, disclosures, terms and conditions contained in this agreement (collectively, “Agreement”). They govern your use of the online banking services (collectively, “Online Banking Services” or “Services”) offered by Chartway Federal Credit Union (“Chartway,” “Credit Union” or “us”). All disclosures related to the Online Banking Services can also be found on Chartway’s website, www.chartway.com. The use of the Online Banking Services is subject to Regulation E, which establishes the rights, liabilities and responsibilities of consumers and the financial institutions with which they conduct business. Please review Chartway’s Security Statement and the brochure titled “Conducting Your Transactions Online” to understand how Chartway protects your information as well as your responsibilities when conducting transactions online. Any capitalized term used, but not defined, in this Agreement shall have the meaning given that term in the Online Banking Services Agreement signed by you when opening your account or in any amendments thereto.

Authorization

Agreement to Use Electronic Signatures

By checking the “I accept the terms of service” check box, you are electronically signing and agreeing as follows:

- a. You agree to abide by the terms and conditions of this Agreement.
- b. You agree that any acceptance or electronic signature that you provide through this online process is valid and enforceable as your legal signature.
- c. You agree that any electronic signature will legally bind you to the terms and conditions contained in whatever document you are electronically signing just as if you had physically signed the same documents with a pen.
- d. You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of these Services through electronic means including web-based electronic interface, mobile phone interface or email.
- e. You agree that Chartway may amend this Agreement or any other disclosures at any time by posting a revised version on Chartway’s website. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. Chartway also may provide you with an email notification of such amendments. Chartway may require you to affirmatively acknowledge or accept the revised Agreement to continue using the Services. Any use of the Service after a notice of change (whether by website posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

You have previously opened a deposit account or credit account with Chartway in accordance with Chartway’s applicable account documents. You are now applying to access your Chartway account through Chartway’s Online Banking Services. You also have the option to apply to use Chartway’s online electronic bill payment service (“Bill Payment Service”). You represent and warrant to Chartway that all action has been taken as required by the organizational documents of Member, if any, and applicable law to authorize you to use the Online Banking Services and the Bill Payment Service. If Chartway requests, you agree to provide written confirmation to Chartway evidencing this authorization.

You understand, acknowledge and agree as follows:

- a. The terms of this Agreement regulate and govern your usage of the Online Banking Services and the Bill Payment Service.
- b. You authorize Chartway to rely on instructions received in or through the Online Banking Services associated with your account number and accessed by your online banking identification (“Online Banking ID”) and password (“Password”). Registration of your Online Banking ID and Password is discussed in more detail below.
- c. If your Online Banking ID and Password are used to access the Online Banking Services, then Chartway has no obligation to inquire into the identity of the person using the Online Banking Services.
- d. You are solely responsible for safeguarding your Online Banking ID and Password.
- e. Disclosure of your Online Banking ID and Password will or might give someone other than you the authority to perform transactions related to your account, including access to the Bill Payment Service. It is best practice to safeguard your Online Banking ID and Password.
- f. You expressly authorize Chartway to debit your account in the amount of any transaction initiated through the Online Banking Services. When Chartway is directed to transfer funds or make payments on your behalf, you are authorizing Chartway to withdraw from the designated account the amount of funds required to complete the transaction specified in the request.
- g. You expressly authorize Chartway to grant requests for new account Services and to follow instructions provided to change existing account information or Services, when initiated through the Online Banking Services.

You may terminate your access to the Online Banking Services at any time by providing advance written notice to Chartway. Chartway may terminate your access to the Online Banking Services at any time if Chartway, in its sole discretion, believes the Online Banking Services are being used in a manner inconsistent with this Agreement.

Online Service Disclosure

The information and disclosures in this Agreement are made to comply with the requirements of (a) the Electronic Funds Transfer Act (“Act”) and (b) Regulation E, issued by the Federal Reserve (this Regulation together with the Act, “EFT Laws”). The EFT Laws establish the basic rights, liabilities and responsibilities of consumers who use electronic fund transfer services and of the financial institutions providing such services. The information and disclosures in this Agreement cover the Online Banking Services and Bill Payment Service offered by Chartway. This Agreement restates and replaces in their entirety all documents containing disclosures, terms or conditions that have been provided by Chartway to you for any Online Banking Services, Bill Payment Service or related services.

Account Access

Internet and Mobile Banking Transfers: You will create and register an Online Banking ID and a Password that are unique to you. You may access your account(s) by using your Online Banking ID and Password to log in to the Chartway website on a desktop computer or a mobile device to conduct the following transactions online:

- a. Transfer funds from savings or checking accounts to loan or other share accounts.
- b. Make payments from checking accounts to third parties using the Bill Payment Service.
- c. Obtain loan and other share account balances and information.
- d. Obtain an advance on an approved line of credit.

Transaction Limitations: Chartway does not limit the number of Online Banking Services or Bill Payment Service transactions that may be conducted, but your ability to initiate transfers or conduct transactions may be limited by Regulation D (as provided in more detail below), the EFT Laws or other applicable laws. Applicable accounts must maintain sufficient funds at all times to complete all transactions. For security purposes, Chartway may impose a maximum dollar amount for certain withdrawals and transfers. You agree that Chartway may treat any transaction from a deposit account the same as a duly executed written withdrawal, transfer or check and that Chartway may treat any such transaction to a deposit account the same as a deposit, all in accordance with the terms of this Agreement and any deposit agreement between you and Chartway.

Fees and Charges: Although Chartway does not charge a fee for use of the Online Banking Services, certain requests available through the Online Banking Services may have associated fees and charges. These charges are set forth on the Disclosure of Account Fees, as from time to time in effect. You may obtain a copy of the Disclosure and Account Fees on our website, www.chartway.com. Copies of the Disclosure and Account Fees also are available in all branch offices. The Disclosure and Account Fees is subject to change at any time and Chartway will provide notification of such changes to you in accordance with applicable law. You hereby authorize Chartway to automatically debit your account(s) as and when such fees become due and payable. You understand that you are directly responsible for all costs associated with the establishment and ongoing maintenance of the Online Banking Services.

Confidentiality: Chartway may disclose certain information to third parties about your account or the transactions you conduct in the following circumstances:

- e. To complete the transaction.
- f. To verify the existence and condition of an account for a third party (i.e., a credit bureau or merchant).
- g. To comply with a state, local or federal government agency, mandate or court order.
- h. With your written permission.
- i. In New Jersey, in our sole discretion, as permitted by applicable New Jersey law that provides for the release of account information pertaining to actual or suspected illegal activities.

Documentation: Chartway sends paper or electronic statements for each account each month in which an electronic transaction is initiated or in which the account has other activity. When there is no account activity, Chartway provides quarterly statements, except to the extent that we have classified your account as inactive or dormant, which we are permitted to do in accordance with applicable law.

Business Days: For purposes of these Terms and Conditions, Chartway’s “business days” are Monday through Friday, except those holidays, and any other days, on which Chartway is closed for business.

Online Service Disclosure, cont.

Preauthorized Payments

Stop Payment Procedure: You may request a stop payment on previously scheduled regular payments by one or more of the following methods (each a "Stop Payment Request"): (a) submitting a request through the Online Banking Services; (b) calling Chartway at the number listed in this Agreement; or (c) sending a written request to Chartway at the address listed in this Agreement. All such requests must be received by Chartway at least three (3) business days before the scheduled payment is to be made. Please note that for Stop Payment Requests made over the phone or through the Online Banking Services, Chartway may also require a request be made in writing within fourteen (14) days after the Stop Payment Request was made over the phone or through the Online Banking Services. Chartway may, in its sole discretion, charge a fee for each Stop Payment Request received. Such charges are shown on the Disclosure and Account Fees.

No liability for failure to stop payment of preauthorized transfer: Chartway shall not be liable for any loss, damage, fee or cost associated with any Stop Payment Request that is not received by Chartway at least three (3) business days before the transfer is scheduled to be made.

Notice of varying amounts: If regularly scheduled payments vary in amount, you must advise Chartway at least ten (10) days prior to the date on which each payment is to be made of the amount of each payment. Alternatively, you can set up your account to automatically make such regularly scheduled payments and only notify you when the amount of a payment exceeds a limit set by you.

If you notify Chartway within two (2) business days after a Loss, you will be liable for only the first \$50.00 lost in each such Loss. If you do not notify Chartway within two (2) business days after a Loss, then you could lose as much as \$500.

Credit Union Liability: Chartway will correct any error made in crediting or debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly on demand any amount credited to your account in error, and you authorize Chartway to initiate a debit transfer to any account to obtain payment of any erroneous credit. Chartway shall not be liable in any of the following instances:

- a. If, through no fault of Chartway, you do not have enough money in your account to make the transfer.
- b. If you have an overdraft line and the transfer would go over the credit limit.
- c. If the automated teller machine where you are making the transfer does not have enough cash.
- d. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- e. If circumstances beyond Chartway's reasonable control (such as, but not limited to, fire, flood or interference from an outside force or any other force majeure event) prevent the transfer, despite reasonable precautions that we have taken.
- f. If the funds in your account are subject to legal process such as garnishment or attachment, or if the account or the funds therein are subject to a pledge or security agreement.
- g. If the transfer would go over the credit limit on your line of credit.
- h. Any other exceptions stated in any agreement with you.

Consumer Liability for Unauthorized Charges: You must notify Chartway immediately if you believe your debit card, Online Banking ID, or Password has been, or may have been, lost, stolen, used or may be used without your authority (each, a "Loss"). You should immediately change your Online Banking ID and Password. In the event of notification by phone, Chartway may require follow-up notice in writing by U.S. Mail or electronic mail at the address for Chartway in this Agreement. Note that it is of utmost importance that you notify Chartway as soon as possible to minimize the risk of losing funds in your accounts. If you notify us within two (2) Business Days after you discover that your debit card, Online Banking ID, Password, or any other means to access your account, has been lost or stolen, your liability will not exceed \$50.00. If you do not notify us within two (2) Business Days after you learn of such loss or theft, you could lose as much as \$500.00.

Online Service Disclosure, cont.

Further, if your monthly statement contains transfers that you did not authorize (an “Unauthorized Charge”), you must notify us immediately but in no instance later than sixty (60) days after the date of the statement on which the Unauthorized Charge first appears. If you do not notify Chartway within that 60-day period, you may be responsible for all such Losses incurred after the 60-day period. In the case of all suspected Unauthorized Charges, you must take the following steps:

- a. Provide your name and account number to Chartway.
- b. Describe the Unauthorized Charge and explain why you believe it is an error.
- c. Provide the dollar amount of the Unauthorized Charge.
- d. If you provide notice by phone, Chartway may require that you also provide notice in writing within ten (10) business days after you gave us the initial notice. In the case of a request for reimbursement for an Unauthorized Charge, you agree to provide Chartway with an affidavit on Chartway’s standard form or some other form approved in advance by Chartway describing the nature of the loss.
- e. Within ten (10) business days (or within five [5] business days for Visa-branded Debit Card point-of-sale transactions processed by Visa or within twenty [20] business days if the transfer involved a new account) (“Original Time Frame”) after receipt of notice of the Unauthorized Charge, Chartway will make a determination as to whether an error occurred. Notwithstanding the preceding sentence, Chartway may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your Unauthorized Charge, complaint or question. If Chartway takes more than the Original Time Frame, Chartway will credit your account within ten (10) business days (or within five [5] business days for Visa-branded Debit Card point-of-sale transactions processed by Visa or within twenty [20] business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes Chartway to complete its investigation of the Unauthorized Charge. Chartway is not responsible for crediting accounts when notice is not provided in writing within ten (10) business days after Chartway’s request for such notice to be in writing. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already had an established account with Chartway before this account was opened.
- f. Chartway will advise you of the results of its investigation within three (3) business days after completing its investigation. If Chartway determines that there was no error, Chartway will provide a written explanation for its determination.

Credit Union Information

Chartway Federal Credit Union 5700 Cleveland Street, Virginia Beach, VA 23462
Phone: 1-800-678-8765 | www.chartway.com

Regulation D: Under Regulation D, no more than six (6) transfers, withdrawals or a combination of the two may be made from a savings account to another account at Chartway or to a third party by certain methods during a calendar month (“Reg D Savings Account Limit”). The following transfers from a savings account count toward the Reg D Savings Account Limit:

- g. Instructions received through the Online Banking Services to transfer funds to another account.
- h. Telephone requests taken by any employee to transfer funds to another account.
- i. Instructions received through our voice response system to transfer funds to another account.
- j. Transfers to cover overdrafts in your checking account.
- k. Transfers to cover ACH debits that overdraw the checking account.
- l. Pre-authorized or automatic transfers to a third party (including ACH debits).

The following transfers from a savings account do not count toward the Reg D Savings Account Limit:

- a. Requests that are received by mail or messenger.
- b. Requests that are made in person at a branch office.
- c. Transfers made at an ATM.
- d. Transfers that are made for the purpose of repaying a loan.

External Transfers Service Agreement

One of the Online Banking Services that Chartway offers to Members is the External Transfer Service (“ET Service”). The ET Service allows you to transfer funds between your linked personal deposit accounts at Chartway and certain deposit accounts at other financial institutions (individually and collectively, whether one or more, “FI”). An inbound transfer moves funds into an account at Chartway from an account at another FI and an outbound transfer moves funds from an account at Chartway to an account at another FI. To utilize the ET Service, you must enroll each FI account that you wish to use for the ET Service. You represent and warrant that you will only enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of the ET Service will be verified in accordance with Chartway’s internal procedures. The application and verification process must be completed prior to you using the ET Service. You must complete the verification process within five (5) days after enrolling an account. Verification instructions are provided to you during the enrollment process.

Funds requested to be transferred will be debited or credited, as applicable, to your Chartway account on the business day following the day you initiate the transfer, provided that you have met the FI’s cutoff time for submitting such transfers. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating transfers is 5:00 pm Eastern Time. Funds requested to be transferred will be debited or credited, as applicable, to the FI account according to the receiving FI’s availability and transaction processing schedule. Chartway reserves the right to delay the availability of funds deposited to your accounts.

Requests for immediate transfers of funds cannot be cancelled or rescinded. Future dated and recurring transfers can be cancelled by 4:00pm ET on the business day prior to the scheduled transfer date. If the transfer status is “In Process,” “Pending,” or “Processed,” the transfer cannot be altered, cancelled or rescinded. There currently are no fees for the ET Service, but Chartway reserves the right to change or add fees for the ET Service at any time. Transfers are subject to the following limits unless other limits are agreed to by you and Chartway or are applicable by law:

- a. Five inbound and/or outbound external transfers per login/per day not to exceed a total of \$3,000 daily, and 10 inbound and/or outbound external transfers per login/per month not to exceed a total of \$10,000 monthly.

The above limits apply to the total of all External Transfers of a specific type for all accounts enrolled in the ET Service. We may change your dollar limits and transfer limits at any time.

If your Chartway account does not have available funds to accommodate the requested transfers, the Micro Deposit (used for account validation), insufficient fund (NSF) or similar charge may be imposed. You agree that Chartway is not responsible for negative account balances and that you will not be reimbursed for any NSF fees or similar charge from Chartway or any FI.

Person-to-Person Service Agreement

E-Signature and Electronic Disclosure

You agree to use Chartway's PERSON-TO-PERSON service powered by Acculynk that allows you to send funds to another person.

This Person-to-Person Service Agreement and E-Signature and Electronic Disclosure ("E-Sign Agreement") applies to all communications, documents, disclosures and electronic signatures related to the products, services and transfers offered or accessible through the Service offered by Chartway for all cardholders, authorized users, account owners, account signers, applicants, and any other person using this Service as a Sender or Recipient or registering to use this Service.

Agreement to Conduct Transactions by Electronic Means

You agree to conduct the transfers offered through the Service by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use this Service and submit information to Chartway you agree to the electronic access, receipt and acceptance of documents, disclosures and forms. You may not use this Service unless you agree to receive documents by electronic means.

You further agree and acknowledge that: (a) you intend to electronically contract with Chartway for the Service, (b) all transactions completed through this Service will result in valid and legally binding agreements, (c) you have adequate access to a computer or mobile phone with sufficient internet connectivity to conduct these transactions online and (d) your computer and mobile device meet the hardware and software requirements to access this Service as described below.

Availability of Printed Copies

It is recommended that you print and retain copies of this Agreement and all disclosures and related documents from your computer or mobile device. There is no charge for you to download these documents.

Contact Information

To use the Service, you must provide your current email address so that Chartway can send you important information related to your use of this Service. You may review and update the personal information maintained in the "Account Settings" section of the Site at any time to ensure that it is accurate.

Hardware, Software and Operating System

The requirements for accessing Chartway's online systems and this Service are as follows: You must use a computer or mobile device to access and utilize this Service. You must have a device that uses a supported version of one of the following browsers: Internet Explorer, Firefox, Chrome, or Safari. You may also use a mobile phone application developed for this Service if your mobile phone supports it. You are responsible for all fees and charges, if any, charged by your mobile phone provider, as well as the installation, maintenance, and operation of devices used to access this Service. Chartway is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this Service. Chartway is not responsible for viruses or related problems associated with use of these online systems.

Terms of Use for the Service ("Terms of Use")

These Terms of Use set forth the terms and conditions under which the Service, as described in the External Transfers Service Agreement and the Person to Person Service Agreement, is offered. The Service allows a Sender to transfer funds to a Recipient through electronic means. These Terms of Use affect your rights and you should read them carefully.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under applicable state and federal law, including, but not limited to, (a) the Computer Fraud and Abuse Act of 1986; (b) 18 U.S.C. §1001 and (c) 18 U.S.C. §1030. Chartway and its Service Provider may monitor and audit usage of the Service. You are hereby notified that the use of the Service constitutes consent to such monitoring and auditing.

Any Account accessed through the Service also is subject to the terms and conditions of your Account ("Account Disclosures"). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service.

Person-to-Person Service Agreement, cont.

Definitions

For purposes the External Transfers Service Agreement and the Person-to-Person Service Agreement, the following capitalized terms have the meanings given below:

“Account” or “Accounts” refers to any accounts that may be debited or credited with funds under these Terms of Use.

“Recipient” means the cardholder to whom the Sender transfers funds.

“Sender” is Chartway’s Cardholder who transfers funds to another person through the Service.

“Service” means the Person-to-Person Service as powered by the Service Provider that allows a Sender to send funds to Recipient.

“Service Provider” is Acculynk, or other service provider engaged by Chartway from time to time, that arranges for Person-to-Person payments to customers of Chartway or financial institutions other than Chartway.

“Site” is the Service Provider’s electronic location accessed by a user through a mobile phone, computer or other access device.

“Transfer” means an electronic movement of funds from an account at Chartway to an account of another party by means of the Service.

“Transfer Instructions” are the information that you provide when using the Service.

“Us,” “We,” and “Our” means Chartway.

“You” and “Your” mean each person who applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

Description of Service and Consent

Senders may send one-time Transfers to Recipients (whether such Recipients are members of Chartway or another financial institution). Sender provides Recipient’s email address or mobile phone number so that Recipient may be notified of the Transfer. You may originate Transfers by use of a computer or mobile device. To use this Service, you provide information to our Service Provider from your computer or mobile device. Service Provider is a vendor of Chartway.

By participating in the Service, you represent to Chartway that you are the owner, or you have the authority to act on behalf of the owner, of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you consent to the receipt of emails or automated text messages from Chartway or its agent, regarding the Transfers and represent to Chartway that you have obtained the consent of the Recipients of your intended Transfers. Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

Transfers

You may make one-time Transfers by entering your debit card number and email address. The Sender provides the Recipient’s email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within ten (10) calendar days or the Transfer will be cancelled and reversed. During this 10-day period, funds will be removed from the Sender’s Account in the total amount of the Transfer plus the associated fee. Once the Recipient has successfully accepted the Transfer, funds will be transferred to the Recipient’s financial institution for deposit to the Recipient’s account. If the Sender and Recipient are both Credit Union members enrolled in the Service, Transfers will be immediately debited from the Sender’s Account and reflected in the Recipients Account. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, Transfers will be immediately debited from the Sender’s Account and will be delivered to the Recipient’s financial institution once claimed. Credit Union is not responsible for any failure of another financial institution to timely credit its customer’s account.

Person-to-Person Service Agreement, cont.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop-down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address or mobile phone number because your obligation to pay for the Transfer will not be excused by an error in the information entered.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). You, as both a Sender and a Recipient, agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until Chartway or the third-party institution, which holds the Sender's account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information when receiving and sending funds. You agree that you, as Sender, are authorized to withdraw and, as Recipient, are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize Chartway, directly or through third parties, to make any inquiries it deems necessary or appropriate to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and/or verifying your information against third-party databases or through other sources.

You authorize Chartway to debit your account to complete all Transfers you request. When you are receiving funds from a Transfer, you authorize Chartway to credit your account using card networks or NACHA.

Recipient Acknowledgment

When you use this Service, you, as Recipient, are confirming that you are the person to whom the Sender intends to transfer funds. As Recipient, you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide account information including account number and routing information for your financial institution. In this case the funds will be transferred through the Automated Clearing House.

It is important that you always provide and enter accurate information. You agree that Chartway, the receiving financial institution and the Service Provider, if any, may rely solely and fully on the instructions you provide. If you enter inaccurate cardholder or account number information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by Chartway and Chartway shall not be responsible for any loss or damage associated with any such credit, transfer or retrieval.

If you suspect that you have entered information incorrectly or that you have received funds in error, provide notice to Chartway immediately and Chartway may attempt to cancel the transaction, if cancellation by Chartway is possible. Chartway has no obligation to cancel, reverse or terminate the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

When you use the Service, you agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you determine that you are not the person to whom the funds are intended to be sent, you agree that you will take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, Chartway reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly. Chartway is in no way responsible for any loss or damage associated with any mistake or incorrect information provided by you or to you.

Person-to-Person Service Agreement, cont.

Fees and Limitations on Transfers

[You may transfer up to \$500 per day and \$3,000 per month]. Chartway, in its discretion, may impose other limits on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day and understand that a separate fee is charged for each Transfer sent or requested. Chartway may modify the amount and frequency of Transfers permitted at any time for security reasons or due to account activity.

Funds may be transferred from the account from which the debit card is authorized to transfer funds. Such transfers may overdraw your account and may result in a transfer from another account to cover the overdraft. In each such situation, a transfer fee will be charged. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. Your financial institution may also charge a transaction fee. Chartway is not responsible for the payment of any fees imposed by other financial institutions, mobile carriers or any other third-party institutions.

Timing of Transfers

Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the confirmation email and when the Recipient's financial institution posts the Transfer. The posting of the Transfer will depend in part on when the Recipient's financial institution is open for business.

Issues Affecting the Posting of Transfers

You authorize us to debit your account to complete all Transfers you request. When you are receiving funds, you authorize Chartway to credit your Account using card networks/switches or NACHA. Other events may affect the timing or success of a Transfer reaching the intended Recipient, including, but not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If Chartway believes the Transfer may be illegal, Chartway may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither Chartway nor any Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you should pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these rules and regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. Chartway is not responsible for any action or lack of action taken by any financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

Security

All Senders and Recipients of funds will be asked to create an Online Banking ID and Password. You are solely responsible for keeping your Online Banking ID and Password secure. Chartway will never ask you for your password. You should never provide your Online Banking ID and Password to Chartway or any representative of Chartway. If a financial institution contacts Chartway or its Service Provider for information regarding your Account, you authorize Chartway to discuss the Transfer and the account information you have provided.

Person-to-Person Service Agreement, cont.

Cookies, Browser Information and Related Issues

When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in “authenticating” who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses “cookies,” which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are “session” cookies that are only used for a specific period during which you are on the Site, but a few are “persistent” cookies that stay on your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider’s cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

Access to Information about You

You may review and update the personal information maintained about you in the “Manage Account” section of the Site at any time to ensure that it is accurate. Once you close your Accounts with Chartway or you no longer have a Chartway debit card, you may no longer send Transfers. However, your Account information will be retained by Chartway for a retention period to accommodate any residual issues that may arise.

Amendments

Chartway may amend these Terms of Use or any other disclosures at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. Chartway may also provide you with an email notification of such amendments. Chartway may require you to affirmatively acknowledge or accept the revised Terms of Use to continue using the Service. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

Limitations of Warranties

THE SITE, SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, AUTHORITY, NON-INFRINGEMENT OR ARISING BY STATUTE OR OTHERWISE FROM A COURSE OF DEALING OR USAGE OF TRADE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED. CHARTWAY DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

Person-to-Person Service Agreement, cont.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF CHARTWAY, ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. 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 INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS.

Limitation on Liability

IN NO EVENT SHALL CHARTWAY, ANY OF ITS AFFILIATES, OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE. IN NO EVENT SHALL CHARTWAY, ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

Limitation on Damages

CHARTWAY'S MAXIMUM AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT, WHETHER THIRD-PARTY CLAIMS, INDEMNITY CLAIMS OR OTHERWISE AND WHETHER BASED ON CONTRACT OR IN TORT, SHALL BE LIMITED TO DIRECT OUT-OF-POCKET DAMAGES UP TO A MAXIMUM OF \$500. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Time for Making a Claim

IN NO EVENT SHALL CHARTWAY OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

Indemnification

You agree to indemnify, defend, and hold Credit Union and its affiliates, officers, directors, employees, consultants, agents, Service Providers and licensors harmless from any and all third party claims, liability, damages, actions, expenses, fees, penalties and costs (including but not limited to reasonable attorneys' fees) arising from or related to your use of the Service, our reliance on the Transfer instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your Accounts.

Severability

If any provision of these Terms of Use is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force. This Agreement was created and entered into in the Commonwealth of Virginia. Accordingly, these Terms of Use shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any principles of conflicts of laws.

Person-to-Person Service Agreement, cont.

Contacting Us

If you have any questions about this Service or this Agreement, you may contact us at the phone number or postal address below:

Chartway Federal Credit Union 5700 Cleveland Street
Virginia Beach, VA 23462 Phone: 1-800-678-8765
www.chartway.com

Disclosure Access

You may access Our Privacy Policy at www.chartway.com/privacy-policy relating to the collection and use of your information.

Chartway members may access Our Electronic Fund Transfer (EFT) disclosure by viewing our Terms and Conditions document at www.chartway.com/fees-and--disclosures. Non-Chartway members should consult their financial institution for their EFT disclosures.

Governing Law

This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the Commonwealth of Virginia. As permitted by applicable law (and except as otherwise governed by the section immediately below titled "RESOLUTION OF DISPUTES BY ARBITRATION"), you agree that, regardless whether the plaintiff in any legal action is you or the Credit Union, (A) any legal action regarding this Agreement must be brought in the Circuit Court for the City of Virginia Beach, Virginia or in the United States District Court for the Eastern District of Virginia, Norfolk division, (B) each such court has proper jurisdiction over you and any such legal action and (C) you may not assert any defense to the venue of any such court on the basis of forum non conveniens. All references to state law in this Agreement refer to the laws of the Commonwealth of Virginia.

RESOLUTION OF DISPUTES BY ARBITRATION – THIS SECTION CONTAINS IMPORTANT INFORMATION AND PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

AGREEMENT TO ARBITRATE DISPUTES – EITHER YOU OR WE MAY ELECT, WITHOUT THE OTHER PARTY'S CONSENT, TO REQUIRE THAT ANY DISPUTE BETWEEN US CONCERNING AGREEMENT OR THE SERVICES DESCRIBED IN IT BE RESOLVED BY BINDING ARBITRATION, EXCEPT FOR THOSE DISPUTES SPECIFICALLY EXCLUDED BELOW.

NO CLASS ACTION OR JOINDER OF PARTIES – YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Disputes Covered by Arbitration – YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL. Any claim or dispute relating to or arising out of your accounts or our relationship will be subject to arbitration, regardless of whether that dispute arose before or after the effective date of this document. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and

Person-to-Person Service Agreement, cont.

the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of this “Resolution of Disputes by Arbitration” provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this “Resolution of Disputes by Arbitration” provisions in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to your accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to Chartway Federal Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this “Resolution of Disputes by Arbitration” provisions, the other party may elect to proceed in arbitration pursuant to this “Resolution of Disputes by Arbitration” provision.

Disputes Excluded from Arbitration

Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of “Disputes by Arbitration” provisions.

Commencing an Arbitration

The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If you initiate the arbitration, you must notify us in writing at: 5700 Cleveland Street, Virginia Beach, Virginia 23462.

If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free)
www.adr.org

JAMS
1-800-352-5267 (toll-free)
www.jamsadr.com

The arbitration shall be conducted in the City of Virginia Beach, Virginia.

Administration of Arbitration

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years’ experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this “Resolution of Disputes by Arbitration” provisions in which case this “Resolution of Disputes by Arbitration” provisions will prevail. Those provisions and rules may limit the discovery available to You or Us. The arbitrator will take reasonable steps to protect member account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under

Person-to-Person Service Agreement, cont.

applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At your or our request, the Arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by the court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

Costs

The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs (including attorneys' fees) and expenses from another party if the arbitrator, applying applicable law, so determines.

Right to Resort to Provisional Remedies Preserved

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Arbitration Award

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

Governing Law

You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the Commonwealth of Virginia as set forth in the section above titled "GOVERNING LAW" shall apply.

Severability, Survival

This "Resolution of Disputes by Arbitration" provisions shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your accounts or any related services. If any portion of this "Resolution of Disputes by Arbitration" provisions is deemed invalid or unenforceable, the remainder of this "Resolution of Disputes by Arbitration" provisions shall remain in force.

Person-to-Person Service Agreement, cont.

Applicability

The provisions of this “Resolution of Disputes by Arbitration” provisions shall not be applicable or enforceable against you in connection with any consumer credit transaction if (i) at the time of the attempted enforcement of this provision, you are a “covered borrower” within the meaning of the Military Lending Act, 10 U.S.C. 987, or (ii) you are a “covered borrower”, as so defined, at the time of your agreement to this agreement.

YOU MAY CHOOSE TO REJECT THIS MANDATORY ARBITRATION OF DISPUTES PROVISIONS BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:

1. If you agree to be bound by this Resolution of Disputes by Arbitration provisions, then no action is needed on your part. If you take no action, then effective immediately you will be bound by this “Resolution of Disputes by Arbitration” provisions.
2. If you do not agree to be bound by this “Resolution of Disputes by Arbitration” provisions, you must send us written notice via mail at 5700 Cleveland Street, Virginia Beach, VA 23462, or e-mail at ArbitrationOptOut@Chartway.com that you reject the “Resolution of Disputes by Arbitration” provisions within 30 days after receiving this notice, including the following information: Your name, as listed on your account, the last four digits of your member number, the date, and a statement that you reject this “Resolution of Disputes by Arbitration” provisions.

ZELLE Payment Services and Other Similar Instant Payment Providers

ZELLE Payment Services and other similar instant Payment Providers (individually and collectively, whether one or more, “Instant Payment Providers”) are intended for sending money to, and receiving money from, friends, family and other individuals whom you trust. You should not use Instant Payment Providers to send money to any individual that you do not know or do not trust. Always verify directly with the individual to whom you intend to send money that it is, in fact, such individual. Neither the Credit Union nor any such Instant Payment Provider guarantees protection for or against authorized or unauthorized payments made through any Instant Payment Provider.

Remote Deposit Capture Terms and Conditions

Agreement

This portion of the Agreement establishes the rules that govern the processing of deposited Checks through Member's Account(s) at Chartway using Remote Deposit Capture Services (collectively, "Remote Deposit Services"). Chartway has the right to amend the terms and conditions outlined in this Agreement at any time. Such amendments shall become effective as stated on any notice sent, but no notice is required to be sent to any individual Member. Chartway will provide notice of any amendments in the form of a newsletter, disclosures, etc.

When you use Remote Deposit Services, you accept the terms and conditions of this Agreement. Terms and conditions specific to the Remote Deposit Services do not supersede terms outlined in the original Membership Application, the External Transfers Service Agreement, the Person to Person Service Agreement, any other portion of this Agreement, any other agreement entered into between you and Chartway or the Truth-In-Savings schedule for deposit accounts and loan agreements.

Rules, Laws and Regulations

You agree to abide by all applicable local, state and federal rules, laws and regulations. These include but are not limited to: Regulation CC (Expedited Funds Availability Act), Bank Secrecy Act (BSA) and laws administered by the United States of America which are in existence as of the date of this Agreement and as may be amended at any time during the term of your use of the Remote Deposit Services.

Definitions

As used in this Agreement, the following terms have the meanings given to those terms below:

- a. "Account" or "Accounts" mean personal checking, savings share(s) enrolled in the Remote Deposit Services.
- b. "Check" or "Checks" mean negotiable demand draft(s) drawn or payable through an office of a United States-based financial institution, as well as demand draft(s) drawn on a Federal Reserve Bank or a Federal Home Loan Bank or on the Treasury of the United States. Check(s) include original checks(s) and substitute check(s) or a "money order." Check(s) do not include noncash items payable in a medium other than United States dollars.
- c. "Image Item" or "Image Items" mean digitized image(s) of Check(s) that are created by you and transmitted to Chartway.
- d. "Services" means any of the Remote Deposit Services functions offered under the current agreement or through future addendums.
- e. "Systems" means the program that is maintained by Chartway, or other third parties, that you connect through to access the Services.
- f. "We," "Our," "Us," and "Chartway" mean Chartway, its subsidiaries, employees, directors, officers, representatives and agents.
- g. "You," "Your," and "Member" mean the Account holder and any authorized person exercising control over funds deposited in a Member's account through the Remote Deposit Services.

Any terms used, but not defined, in this Agreement have the meaning given those terms in the Membership Applications, Truth-Savings schedule or Funds Availability Disclosure, as applicable.

Authorized Users

An authorized user is considered any person(s) who accesses the services using valid Online Banking ID and Password, including such persons who may not be signers on Member's Account. Except as otherwise provided by the law, you agree to indemnify and hold harmless Chartway, its officers, directors and employees, from and against any loss, damages, costs, claims, actions, fees, penalties or expenses caused by, related to and associated with any person who accesses, or has apparent authority to access, the Services. We may deny your access to the Services without prior notice if we are unable to confirm any person's authority to access the Services or if we believe such action is necessary for security reasons.

Remote Deposit Capture Terms and Conditions, cont.

Services and Funds Availability

Once approved for the Services, you may use the Services to deposit Checks into your Account(s) with Chartway, subject to the terms of this Agreement. Use of the Services is subject to transaction limitations and the Funds Availability Disclosure, as set forth in the Membership Applications and Truth-In-Savings schedule, which govern the use of Your Account. The Funds Availability Disclosure also includes the following provision as it relates to Deposits (Product/Disclosure Update Requirement):

Checks totaling more than \$225 on any one business day: the first \$225 deposited on any one business day will be available to you according to our general policy. We are notifying you in advance that Check deposits in excess of \$225 made through the Remote Deposit Services will generally be available on the second business day after the day of deposit. Check deposits in excess of \$5,525 made through the Remote Deposit Services will generally be available on the seventh business day after the day of deposit. New Accounts, as defined in the Account Disclosure booklet, are subject to extended holds as prescribed therein. If we are not going to make all the funds from your deposit available, we will notify you as required by the Funds Availability Disclosure.

When using Remote Deposit Services, you agree to receive any notice of longer delay via electronic mail communication to the email address we have on file.

Prohibited Checks

You agree that the following Checks scanned through the use of the Service are strictly prohibited:

- a. Checks payable to a third party or entity other than You or an account holder.
- b. Checks you know, or suspect, are fraudulent or otherwise authorized by the owner of the account on which the check is drawn.
- c. Checks that have been previously cashed or deposited.
- d. Checks that are postdated or are more than six (6) months old.
- e. Checks that are payable to cash.
- f. Checks that do not bear a signature of the person whose account the check is drawn on.
- g. Checks that are drawn on financial institutions that are located outside the United States.

You agree that Chartway is not responsible for the depositing, transferring, payment of or cashing of any of the above prohibited items.

Access

To access and use Remote Deposit Services, you must have a compatible mobile device and access to telecommunication services. Application upgrades may be required from time to time. Services are available 24 hours per day, 7 days per week. Services may be interrupted for scheduled or unscheduled maintenance. We agree, to the extent possible, to post notice of any extended periods of non-availability on the Chartway website and mobile apps.

Equipment or System Failure

In the event of a System failure, you agree that, to deposit your Checks, you must deliver them directly to a Chartway branch for processing. If the Checks were scanned prior to the System failure, you must obtain Chartway approval prior to processing Checks in person.

Transmission Deadlines

Image Item deposits initiated through the System before [9:00 p.m. Eastern Time] on a business day are posted to the Member's account the same day. Deposits completed after [9:00 p.m. Eastern Time] or on a non-business day will be posted on the next business day.

In the event Chartway receives an Image Item from You on a day that is not a business day or at a time which is after the applicable processing cutoff time for a business day, the Image Item is considered received at the opening of the next business day. Business day shall mean Monday through Friday, except for Federal or local holidays and other days on which Chartway is not open for business.

Remote Deposit Capture Terms and Conditions, cont.

Security

You understand and agree that it is your responsibility to keep all account information and account credentials, including but not limited to, Account numbers, Online Banking IDs and Passwords secure at all times. You also agree to review all correspondence related to your account and to notify Chartway of any errors, typos or misinformation contained in any information submitted by you to Chartway, in accordance with the Membership Application. Data transmitted via the Services is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure the Services are secure, you acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. You agree to notify us immediately if you believe any passwords have been lost, stolen or used without your permission.

Deposit of Original Checks

You agree that no Check deposited to Chartway shall cause funds to be debited more than once from the account of the maker. You agree that the original Check, a duplicate Check image or any copy of the original Check or Check image will not be deposited by You with Chartway (unless We instruct You to do so) or under any circumstances with any other financial institution.

Check Retention Period

You agree to retain the originals of any check deposited through the Services for seven (7) business days after receiving confirmation of account credit ("Retention Period"). The risk of loss due to the unavailability of the original or copy of a Check for any reason, during the Retention Period, shall be exclusively on the Member.

You are fully responsible for destruction of any Checks deposited after the retention period. This risk of loss associated with the accidental inclusion of a physical Check in the Check collection process or with a lost, destroyed, stolen or misplaced Check shall be exclusively on the Member. When you are ready to discard the item, mark it "VOID" and dispose of it in a way that prevents the item from being presented for payment a second time.

Image Quality

You are responsible for inspecting and verifying the quality of the images associated with Image Items, thus ensuring that the digitized images of the front and back of original Checks are legible for all posting and clearing purposes by Chartway. Images must comply with the following:

- a. The Image Item is an accurate representation of all information on the front and back of the original Check at the time the original Check was converted to an Image Item, and the Image Item contains all endorsements from the original Check necessary to enable the credit to process the item.
- b. Each Image Item contains a record of all MICR line (characters printed on the bottom of the check) information required for a substitute check to be created from that image.

Adjustments

You are responsible for reviewing Images scanned and ensuring the information entered on your device matches the image submitted. We reserve the right to adjust your deposit after you have submitted it for processing. Adjustments are to correct mistakes in the value, encoding or illegible items. We may at any time return all or part of a deposit of multiple Image Items to you without prior notice.

Termination

We are permitted to terminate any or all of the services immediately should You breach any part this Agreement or of the Membership Application or any other document or agreement between Chartway and You.

Bill Pay Service Disclosure and Agreement

Chartway offers its members a Bill Pay Service. You, as a member, may direct Chartway to make payments from a designated checking account to the Payees you choose in accordance with this Agreement.

The terms and conditions of this Agreement are in addition to all other agreements, Account agreements, disclosures and other documents in effect from time to time governing your Account (the "Account Rules").

"You" or "your" means each person who is authorized to use the Service. "Payee" means anyone (whether a company or an individual) to whom you want to send money (including Chartway) and whom we accept as a payee.

Set Up Payees / Payments

To enroll in the Bill Pay Service, you must complete the following steps. Complete a bill pay enrollment form. IF YOU WANT TO ADD A NEW PAYEE, USE "SET UP ACCOUNTS/PAYEE" ON THE INTERNET OR if you use the Bill Pay system from the telephone SPEAK TO A SERVICE REPRESENTATIVE. All payees must be set up and approved in the system before you can schedule a payment to them. You may make additions, deletions or changes on Chartway's website, or you can get assistance by calling service support at (866) 325-7007. Chartway reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by Chartway will be assigned a payee code. You may pay almost any payee you wish.

The following restrictions apply to the Bill Pay Service:

- a. The Payee must be located in the United States.
- b. Payments may not be remitted to tax authorities or government and collection agencies.
- c. Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities.
- d. Court directed payments may not be remitted (e.g., alimony, child support or other legal debts).

Chartway is not responsible if a payment through the Bill Pay Service (each, a "Bill Payment") cannot be made due to incomplete, incorrect or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

Bill Pay Process

Chartway will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cutoff time set by the payment processor, which is currently [3:00 p.m. Eastern Time]. Variable bill requests received after the business day cutoff time, or at any time on a non-business day will be processed on the next business day. Chartway reserves its right to change the cutoff time by giving you notice if it changes.

Liability

You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. Chartway is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment, nor are we liable for any failure to make a Bill Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Bill Payment. Chartway is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Chartway's agent. In any event, Chartway will not be liable for any indirect, special, consequential, incidental or punitive losses, damages or expenses in connection with this Agreement or the Service, even if Chartway has knowledge of the possibility of them. Chartway is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

Bill Pay Service Disclosure and Agreement, cont.

Recurring Payment

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, PROCESSING WILL BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE PAYEE. IT IS YOUR RESPONSIBILITY TO SCHEDULE/ACTIVATE RECURRING PAYMENTS. IT IS OUR RECOMMENDATION THAT ADDITIONAL DAYS BE ALLOWED FOR PAYMENTS TRAVELING MORE THAN FOUR STATES AWAY.

You agree to have available and collected funds on deposit in your designated account in amounts sufficient to pay for all Bill Payments requested, as well as any other payment obligations you have to Chartway. Chartway reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Account and Chartway has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree that Chartway, at its option, may charge any of your accounts with Chartway to cover such payment obligations.

Any Bill Payment can be changed or canceled, provided you access the Service prior to the cutoff time on the business day prior to the business day the Bill Payment is going to be initiated.

Amendment and Termination

Chartway may revise, amend or terminate these Terms and Conditions at any time by any one or more of the following methods: (a) providing written notice mailed to you at the address on file for your account in Chartway's records; (b) by posting notice in Chartway's branches or (c) as otherwise permitted by law.

You may terminate these Terms and Conditions by giving advance written notice to Chartway. Any termination notice given by you will be deemed your agreement to no longer access and use the Bill Pay Service. Chartway is not responsible for any fixed payment made by you before Chartway has had a reasonable opportunity to act on any termination notice. You remain obligated for all payments made by Chartway on your behalf.

Fees

The Bill Pay Service is free to members with checking accounts. We do encourage the use of our other electronic services such as e-Statements and direct deposit to help offset our costs. There will be NO Charge for any item if needed to correct a Financial Institution error.

Chartway reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill Payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

Chartway reserves the right to deactivate a member's Bill Pay account if that member has not utilized the service for a period of six (6) months or more.