

Terms and Conditions and Privacy Policy for Mobile

Pentagon Federal Credit Union (PenFed)

Mobile Banking Disclosure

Terms and Conditions (*Retain for Your Records*)

PenFed Mobile Banking Application

PenFed Mobile Banking Application (PenFed Mobile Application) is provided to you by PenFed and its affiliates and subsidiaries (collectively “PenFed” “we” and “us”). “You”, “your”, “their” and “my” refers to each person who uses the PenFed Mobile Application. By selecting the check box entitled “I have read, and I understand and agree to the PenFed Mobile Application Terms and Conditions,” you agree to all terms, conditions, and notices contained or referenced in the Terms and Conditions and you are providing your express consent.

PenFed may at any time request the following from you in relation to your use of the PenFed Mobile Application : electronic banking credentials, such as security questions and answers; implementation of features added to enhance and assist in keeping device content safe; or to contact authorities when suspicious account activity or member security-related events occur.

Access to and use of the PenFed Mobile Application is subject to all applicable federal, state, and local laws and regulations. Unauthorized use of the PenFed Mobile Application or unauthorized access to information via the PenFed Mobile Application service is strictly prohibited and may result in termination of your access and use of the PenFed Mobile Application.

Except as otherwise required by law, PenFed may in its sole discretion change these terms, and modify or cancel the PenFed Mobile Application service, or the features we offer, at any time, without notice. PenFed may terminate or suspend all or any part of the PenFed Mobile Application at any time, in our discretion, without notice to you, and without liability to you. PenFed reserves the right to refuse any transaction for any reason.

The balance of your accounts may change at any time as PenFed processes items and fees against your accounts.

Because the PenFed Mobile Application is accessible only through your cell phone or handheld device (Mobile Device), your access to PenFed’s Mobile Banking may be limited by the service provided by your telecommunications carrier.

There may be technical or other difficulties related to the PenFed Mobile Application. These difficulties may result in loss of data, personalized settings or other interruptions. Neither PenFed nor its service providers assume any responsibility for the timeliness, deletion, or misdelivery of any user data, failure to store user data, communications or personalized settings in connection with your use of the PenFed Mobile Application; nor for the delivery or the accuracy of any information requested or provided through the PenFed Mobile Application.

You agree to take every precaution to ensure the safety, security and integrity of your accounts

and transactions when using the PenFed Mobile Application. You agree not to leave your Mobile Device unattended while logged into the PenFed Mobile Application and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you. If you believe that someone may have unauthorized access to your PenFed Mobile Application, you agree to cancel your access to the PenFed Mobile Application associated with the Mobile Device immediately. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations in connection with the PenFed Mobile Application.

Exclusion of Warranties; Limitation of Liability; Indemnification

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE PENFED MOBILE APPLICATION IS AT YOUR SOLE RISK. THE PENFED MOBILE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PENFED MOBILE APPLICATION IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND PENFED IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. PENFED MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU

OBTAIN THROUGH THE USE OF THE PENFED MOBILE APPLICATION.

Description of PenFed Mobile Application

PenFed Mobile Application refers generally to any service allowing an existing PenFed member to access and view their accounts from a Mobile Device . In the event of any inconsistency between prior Terms and Conditions applicable to the PenFed Mobile Application and these Terms and Conditions, these Terms and Conditions shall apply. Undefined terms herein shall have the meaning assigned to them in the Membership Disclosures. These Terms and Conditions supplement the Membership Disclosures. In the event of an inconsistency between the Membership Disclosures and these Terms and Conditions, the Terms and Conditions shall govern. PenFed's privacy policy may be found at <https://www.penfed.org>. In addition to other functions, the PenFed Mobile Application allows you to view balances, transfer funds, deposit funds and track recent account activity for your accounts from your mobile device.

What Does PenFed Mobile Application Include?

PenFed Mobile Application includes functions to view your accounts, deposit funds, move money and learn more about PenFed. From time to time, PenFed may develop additional services. As such services are developed, you will have the opportunity to add them to your PenFed Mobile Application, provided you have compatible wireless hardware and software and meet eligibility criteria for the services as defined by PenFed.

Remote Deposit Service

Remote deposit service enables you to use the PenFed Mobile Application and Mobile Devices approved by us to (i) create electronic images of the front and back of qualifying deposit items and (ii) transmit those images and other

information, including, without limitation, information captured from the magnetic ink character recognition (“MICR”) line, to us for review and processing. “Electronic Item” means the electronic image of each Paper Item and other information captured from the Paper Item. You shall use hardware approved by PenFed for the Service to create electronic images of checks and other Paper Items that you wish to deposit to your Account by means of the Service, and to transmit your Electronic Items to us. A “Paper Item” is an item that is in paper form. An “Item” includes a check, a substitute check, purported substitute check, draft, demand draft, preauthorized draft, image replacement document, money order, cashier’s check or traveler’s check. You will use the Service only for Paper Items that are payable to, and endorsed by, you. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:

1. create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Item relates is drawn, or (b) at or through which the Paper Item is payable (each, the “Paying Bank”);
2. include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
3. present or post any Electronic Item for which we are the Paying Bank.

How to Access PenFed Mobile Banking

If you are a PenFed member, you can use your username and password to log in to the PenFed Mobile Application. If not, you must first enroll with PenFed from a personal computer at <http://penfed.org> and not from a Mobile Device.

Relationship to Other Agreements

You agree that when you use Mobile Banking services, you will remain subject to the terms and conditions of all existing agreements with PenFed. You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers which might impact your use of Mobile Banking. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with Mobile Banking, including downloading the software, receiving or sending Mobile Banking text messages, or other use of your mobile device when using the software or other products and services provided by Mobile Banking. You expressly agree that you are responsible for all such fees, limitations, and restrictions and that we may contact you via your mobile device for any purpose concerning your accounts at PenFed, including account servicing and collection purposes.

Account Ownership/Accurate Information

You represent that you are the legal owner of the account and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide us in connection with Mobile Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking services. You agree not to misrepresent your identity or your account information.

The PenFed Mobile Application is supported by the following hardware and software: iPhone (4, 4S, and 5), iPad (2 and 3), iOS 5.1 and 6.0, Droid (2 and 3), Galaxy Tab, and Android (2.2, 2.3, 4.0 and 4.1). As updates to the PenFed Mobile Application are available, a notice will appear requesting that the latest version of the PenFed Mobile Banking Application be downloaded. As we update security features and add new features, you’ll want to be sure you have the most current version. ALWAYS log

out after you're done using mobile banking. Do not use a device that has been altered in order to circumvent the limitations imposed by wireless carriers and manufacturers to conduct mobile banking, commonly referred to as a "jailbroken" or "rooted" device to conduct mobile banking.

Measures to maintain my privacy and security

Your information is only sent through secure channels. PenFed Mobile Application does not store any personal information such as email, phone number or address. None of your financial information is saved in your phone, unless you save it somewhere yourself.

PenFed Mobile Application Privacy Policy

This PenFed Mobile Application Privacy Policy explains how we use information, how we keep information private, what systems this affects, and in what circumstances information may be shared. First and foremost we do not gather, collect, or maintain any information about you that can identify you as an individual except for such services where you make such information available. These services include our online account access service, various account applications, and service requests. We gather only information that is necessary to process your request and we maintain the information in the strictest of confidence.

In other cases we collect general data about users of the PenFed Mobile Application for statistical purposes only. This data is viewed only in aggregate and is not personally identifying. For example, we may collect data on the day of the week and time of day that visitors are utilizing the PenFed Mobile Application. We may also collect information on how long members are staying on the PenFed Mobile Application and how many members are coming to the PenFed Mobile Application each week. We do not share any of this information with groups other than those we have specifically

contracted or allied with for the purpose of improving the overall member experience on the PenFed Mobile Application.

We may in some cases make individually identifying information available only in the following circumstances: where ordered by a court or other legal body or where it is lawfully permitted or required; where we have agreed to provide information under contracts to vendors and partners to make products and services available to our members; or where the member has requested or consents to the disclosure of information. In those cases where we disclose information to outside vendors, we require that they use it for no purposes other than providing previously specified services to our members.

This PenFed Mobile Application Privacy Policy covers all services, products, and information on the PenFed Mobile Application and all servers that provide a mobile presence for Pentagon Federal Credit Union.