

**WEST PENN P&P FEDERAL CREDIT UNION'S
Mobile Banking Disclosure
and
Terms of Agreement**

SCOPE OF AGREEMENT:

This West Penn P&P Federal Credit Union's Mobile Banking Account Access Terms of Agreement ("the Agreement") encompasses your use as a member ("you", "your") of the mobile banking account access services ("the Service"), offered through West Penn P&P Federal Credit Union ("West Penn P&P FCU", "we", "our", "us") to access your West Penn P&P FCU account. Except where modified by this Agreement, the West Penn P&P FCU Home Banking Agreement that you agreed to for your online account access remains in effect. This Agreement and the West Penn P&P FCU's home banking Agreement constitute the entire agreement between us and you relating to the Service. If there is a conflict between the West Penn P&P FCU's home banking Agreement and this Agreement, the terms of this Agreement will govern your use of this service. All other West Penn P&P FCU's agreements and disclosures, and specifically West Penn P&P FCU's Agreements and Disclosures remain in effect as applicable.

DEFINITIONS:

Downloadable Application- (AKA: mobile app) is any software application, designed for various tasks, that runs on mobile devices. Typically available for download through an application store such as, Apple's App Store or the Android Marketplace (Play Store).

Mobile Device- (AKA: smartphone, cellphone, mobile phone, tablet, tablet PC, PDA, handheld device, handheld computer, handheld) is a portable computing device, generally smaller than a standard personal computer, which supports voice and data exchange offered by a service provider, not West Penn P&P FCU, typically having a display screen, and input and output capabilities, owned by and in control of you, as the member.

Mobile Device Platform- is a hardware/software environment for mobile devices. iOS (Apple's mobile operating system) and Android are examples of mobile device platforms

DESCRIPTION OF SERVICE:

West Penn P&P FCU provides member account access services, including but not limited to West Penn P&P FCU Mobiles, designed specifically for mobile devices such as smartphones.

The Service is offered as a convenience and as a supplemental service to your use of West Penn P&P FCU's home Banking account access. It is a personal financial information management service that allows you to use a mobile device to access your West Penn P&P FCU's account information, and make such other financial transactions as are described on our Web site ("Site", which is currently located at www.westppfcu.com) using compatible and supported web-enabled mobile phones and/or other compatible and supported web-enabled mobile devices.

We reserve the right to modify the scope of the Service at any time. We also reserve the right to refuse to perform any transaction you request through the Mobile Banking Service. You agree and understand that the Mobile Banking Service may not be available on all mobile phones and mobile devices, may not

be available from all mobile service carriers or provided, and may not be accessible or may have limited utility over some mobile networks, such as while roaming. When you register for the Service, the accounts, shares, loans and merchants linked to your account through West Penn P&P FCU home banking may be accessible through the Service.

1. ACCEPTANCE OF AGREEMENT

A. Accepting this Agreement

By enrolling in the Mobile Banking Service you accept this Agreement, which acceptance occurs no later than when you begin to use the Mobile Banking Service. You agree to and accept all terms and conditions of this Agreement.

By clicking "I Agree" when you register for Mobile Banking Services via E-Signature Disclosure

B. Use of Services

The Service will not work unless you use it properly. You accept responsibility for making sure that you adhere to all instructions from us for use of the Service before you actually use it. Such instructions will be posted on our website. You also accept responsibility for making sure that you know how to properly use your mobile device and the mobile banking software ("Software"). In the event we may change and/or upgrade the Service from time to time. In the event of such changes or upgrades, you are responsible for making sure you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any loss caused by your failure to properly use Mobile Banking.

C. Relationship to Other Agreement.

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

2. MOBILE BANKING SOFTWARE LICENSE

In addition to many mobile browsers on mobile devices, the Service is available through a downloadable application for some mobile device platforms, including Apple's iPhone, iPod Touch, and iPad, as well as

Android devices (Version restrictions may apply. iPhone® and iPod touch® are registered trademarks of Apple Inc. App Store is a service mark of Apple, Inc. Android is a trademark of Google Inc.)

A. License

Subject to your complete compliance with this Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the software for the Service on your wireless device within those countries where such use is lawful under local and U.S. law. In the event that you obtain a new or different mobile device/wireless device, you will be required to download and install the software for the Service to that new or different wireless device.

B. License Restrictions/ Revocations

This License shall be deemed revoked immediately upon (1) your termination of the Service in accordance with Section 5.B of this Agreement; (2) your deletion of the Software from your mobile device; (3) your noncompliance with this Agreement; or (4) our written notice of revocation to you at any time, with or without cause. In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the software from your wireless device. We reserve all rights not granted to you in this Agreement. The provisions of Sections 1.A, 1.B, 1.C, 2.B, 3, 4 and 5 of this Agreement shall survive revocation of the License.

3. YOUR OBLIGATIONS

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

- 1. Account ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information which may be accessed via the Mobile Banking Service. You represent and agree that all information you provide to us in connection with the Mobile Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Service. You agree not to misrepresent your Identity or your account information in any way. You agree to keep your account information up-to-date and completely accurate. You agree that we may send to you, by short message service, e-mail, and other methods, communications relating to the Service, including without limitation welcome messages, information and requests for information relating to use of the Service. You agree to use the Service carefully, to protect and keep your account number, PIN and password, and any other security or access information confidential and secure and not to share it with others, to check your account statements and transactions regularly, to report any errors to us promptly by calling us at 724-774-9237 in Beaver, and to immediately cancel your participation in the Service as set out in Section 5.B below if you observe any errors in information or data presented from the Service.
- 2. Location-Based Information.** If you use any location-based feature of the Service you agree that your geographic location and other personal information may be accessed and disclosed through the Service. If you wish to revoke access to such information you must cease using location-based features of the Service.

3. **Property Rights.** You are permitted to use content delivered to you through the Mobile Banking Service. You may not copy, reproduce, distribute or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any West Penn P&P FCU's Mobile Banking technology, including, but not limited to, any software or other mobile phone applications associated with the Mobile Banking Service.
4. **User Conduct.** You agree not to use the Service or the content or information delivered through the Service in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Service; (i) interfere with or disrupt the use of the Service by any other user; or (j) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.
5. **No Commercial Use or Resale.** You agree that the Mobile Banking Service is for your personal use only. You agree not to resell or make Commercial use of Mobile Banking Service.
6. **Indemnification.** You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use improper use of the Mobile Banking Software, your violation of this Agreement, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.
7. **Illegal Transactions Prohibited.** Any financial service provided by West Penn P&P FCU may be used for any transaction permitted by law. You agree that you will not use any service for any transaction that is illegal under applicable federal, state, or local law. You agree that Illegal use of any financial service will be deemed an action of default and/or breach of contract. Use of any financial service in a manner not permitted by law may cause that service or related services to be terminated at West Penn P&P FCU's discretion. You further agree, should illegal use occur, to waive any right to sue West Penn P&P FCU for such illegal use or any activity directly or indirectly related to it. Additionally, you agree to indemnify and hold West Penn P&P FCU harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use. West Penn P&P FCU reserves the right to decline any transaction that we consider fraudulent, suspicious, or illegal. West Penn P&P FCU will not knowingly authorize charges related to online gambling.

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

4. CHARGES FOR THE SERVICE

Currently we do not charge for the Service. However, we reserve the right to do so in the future and will provide notice at least 30 days before the effective date of any change. If there is a fee, you agree to pay for the Service in accordance with the fee schedule in place at that time and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with the Service. In the future, we may add to or enhance the features of the Service. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule, if any.

5. ADDITIONAL PROVISIONS

A. Limitations

1. Neither we nor our service providers can always foresee or anticipate all technical or other difficulties related to the Service. These difficulties may result in loss of data, loss of personalization settings or other mobile account access service interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications, personalization settings in connection with your use of the service.
2. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any mobile device or mobile network which you utilize to access the Service.
3. You agree to exercise caution when utilizing the Service application on your mobile device and to use good judgment and discretion when obtaining or transmitting information.
4. Information about activity is synchronized between the Service and our Site. Transfer and payment information available via the Service may differ from the information that is available directly through our Site. Information available directly through our Site may not be available via the Service, may be described using different terminology, or may be more current than the information available via the Service, including but not limited to account balance information. The method of entering instructions via the Service also may differ from the method of entering instructions through our Site. We are not responsible for such differences, whether or not attributable to your use of the Service. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance therein.
5. You agree that we will not be liable for any vendor-related, user-related, or wireless service-related event which causes any transaction failure so long as such event is outside of our control.
6. You further agree that you will hold harmless West Penn P&P FCU, its officers, directors, employees, service providers and agents from all liability in contract, tort, strict liability or otherwise, for any indirect, punitive, special, consequential, incidental or indirect damages arising out of or in connection with the

use of the Services or any linked site, or with the delay or inability to use such Services or linked site, even if PSECU is made aware of the possibility of such damages. This includes, but is not limited to, any damages caused in part or in whole by the introduction or transmission of any malware or electronic viruses which may infect your computing equipment or devices or compromise any data stored therein or entered therein, any damages due to the failure of any mechanical or electronic equipment or communication lines such as your Internet service provider, any damages due to unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure such as an act of God or civil unrest. West Penn P&P FCU does not guarantee the uninterrupted, continuous, or secure access to the Services.

B. Changes or Cancellation

You may terminate the Service at any time by going to the "Account Access" section of West Penn P&P FCU website, selecting the "Manage Account" link and withdrawing your electronic signature and consent for this Agreement for mobile account access.

The termination, voluntary or otherwise, of your Account Access to West Penn P&P FCU's website will result in the withdrawal of your electronic signature and consent for this agreement, which will result in a loss of access to the Service.

We reserve the right to change or cancel the Service at any time without notice. We may also suspend your access to the Service at any time without notice and for any reason, including but not limited to, your non-use of the Service. You agree that we will not be liable to you or any third party for any modification or discontinuance of the Service.

C. Use of Data

We and our service providers will use information provided by you or from other sources in connection with the Service for purposes of providing the Service, correcting any problems that may occur with it, making enhancements to it, and related functions such as billing, as well as to prepare analyses and Compilations of aggregate customer/member data that does not identify you (such as the number of customers/members who signed up for the Service in a month). You understand and agree that West Penn P&P FCU may, at its sole discretion, record and store, as we deem necessary and appropriate, any and all information relayed from the mobile device to West Penn P&P FCU and to the mobile device from West Penn P&P FCU.

West Penn P&P FCU will disclose information to a third party about your account(s)

- to comply with government agency or court orders;
- In accordance with your written permission;
- to comply with government or administrative agency summonses, subpoenas, or court orders;
- on receipt of certification from a Federal Agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978; and
- when it is necessary to take legal action to recover shares

D. Third-Party Beneficiary

You agree that our service providers, and any owner of a software application store from which you may have downloaded the Service, may rely upon your agreements and representations in this Agreement, and such service providers and application store owner are third party beneficiaries to this Agreement, with the power to enforce its provisions against you

E. Limitations and Warranty Disclaimers

We and our service providers disclaim all warranties relating to the Service or otherwise in connection with this Agreement, whether verbal or written, expressed, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement.

Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised of, or had reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Under no circumstance will the total liability of us or our service providers to you in connection with the Service or otherwise under this Agreement exceed \$500.

You understand and agree that any owner of an application store from which you may have downloaded the Service's software has made no warranty and shall not be liable for any claims regarding the Service's application, including but not limited to claims (1) for product liability, (2) that the application fails to conform to any legal or regulatory requirement, (3) under consumer protection laws, or (4) seeking defense and indemnity for infringement of intellectual property rights.

G. Severability

If any provision of this Agreement is declared invalid by a court or other tribunal of competent jurisdiction then, except to the extent set forth in the Disputes section above, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

H. Governing Law

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

West Penn P&P FCU is federally insured by the National Credit Union Administration and we are an Equal Opportunity and Housing Lender 724-774-9237