

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

Please read and then print/retain a copy of this Services Agreement and Disclosure statement for your records. This Services Agreement contains important terms and conditions concerning The Andovers Federal Credit Union's (herein referred to as "the Credit Union") electronic banking services and permits the Credit Union and its members (herein referred to as "you") to deliver certain information to each other electronically as an alternative to paper format. Your consent to this Electronic Banking Services Agreement (herein referred to as "Services Agreement" or Services) is required for you to access the Credit Union's online banking, mobile banking, bill pay, mobile check deposit (if and when offered), and other electronic services as they become available. If you, as a member, do not consent to our electronic disclosures, close out of the agreement within the enrollment screen or cancel your submission.

The information which may be delivered electronically includes, but is not limited to, account statements, delinquency notices, certificate maturities, disclosures and other notices and/or information required by federal law. By agreeing to this Electronic Services Agreement, you agree that the Credit Union may provide you with all account statements, disclosures, notices and other communication regarding online banking, mobile banking, bill pay, and other services and fees and any future amendments, in electronic form. You may download, save and/or print the documents from your electronic device as you deem necessary. You have the right to withdraw from this Services Agreement, but if you do, your participation in electronic banking will be terminated after we have had reasonable time to process your request. Should you withdraw from this Services Agreement and opt to receive account statements and other communication in paper form, you may be subject to fees as disclosed in the Schedule of Fees. To withdraw your consent to receiving our electronic statements, disclosures, notices and other communications, please write to us at The Andovers Federal Credit Union, 19C Lupine Road, Andover, MA 01810 or call our member services at (978)475-6133, and a change form will be mailed to you for your signature of authorization.

SERVICES AGREEMENT ACCEPTANCE:

This Services Agreement contains important terms and conditions, which govern all Electronic Banking Services offered through The Andovers Federal Credit Union. Any and all account accessed via or provided by the Credit Union as part of the Services Agreement are governed as well as subject to the applicable deposit account agreements, loan documents, disclosures and other materials related to such accounts. You understand and agree that by using the Services, you are accepting the terms and conditions of this Services Agreement, and that your use of your login credentials will be considered the same as your written signature in authorizing the Credit Union to complete any transaction or request communicated to us. All electronic communications that meet these requirements will be deemed to be valid and authentic and as your intent and agreement that those electronic communications will be given the same legal effect as written and signed paper communications. You agree electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering with said data. Due to these services being performed electronically, they are governed by both federal and state laws and regulations pertaining to electronic funds transfers, which entitles you to certain benefits and protections, that are contained in this Services Agreement. It is your responsibility to provide the Credit Union with your current email address, contact information, such as address and phone number, and other information related to this Services Agreement and Disclosure and to your account(s), and to maintain and update promptly any changes to this information. You can update information (such as your email address) in online banking, by visiting one of the Credit Union's locations or by calling the Credit Union and requesting a Name and Address Change Form. All communication in either electronic or paper format from the Credit Union to you will be considered "in writing."

REQUIREMENTS:

Account Access - To access or utilize your account(s) via the Services, you must have at least one eligible deposit or loan account, a User ID and any additional login credentials that may be required. You may only designate accounts you own individually, jointly or otherwise or that you have the authority to use. You agree to

provide the Credit Union with any additional documentation we may require for access to your account. If you apply for an account or service electronically or ask to change an account or service you already use with the Credit Union, you agree that the Credit Union can treat your application or request as if it had been made in writing and signed by you. You understand by enrolling for Bill Pay, you authorize the Credit Union to investigate and verify any information you supply. You authorize the Credit Union to make any credit or investigative inquiry which the Credit Union determines is appropriate to utilize the Bill Pay services.

Joint Accounts - If you have designated a joint account to be accessible via the Services, each joint owner will be jointly and severally liable under this Services Agreement. The Credit Union may act upon the instructions of any joint owner concerning the account without consent of any other person, with the exception of closing the joint account which requires the primary's consent, if deceased requires a death certificate.

Special Withdrawal Limitations - Banking regulations limit your ability to transfer funds between certain accounts, as described in the terms and conditions governing your deposit account (the "Deposit Agreement"). For example, you can make no more than six (6) transfers from a savings or money market savings account during each monthly cycle. Transfers to another account or for making payments to a third party by means of preauthorized or telephone agreement order or instrument, withdrawals using a telephone, items processed through the Services, and checks are all counted against the permissible number of transfers, as are other methods described in your Deposit Agreement, except where the transfers are made to make a payment on a loan with the Credit Union.

Dollar Amounts for Transfers and Limitations - Transfers from one designated account to another may not exceed the available balance in your account from which the transfers are made. The Credit Union reserves the right to limit the frequency and dollar amounts of the transactions from your designated accounts for security reasons, see Funds Availability policy for further details.

Your Password or Touch ID (Fingerprint) – Touch ID is a feature of The Andovers Federal Credit Union mobile application. This feature gives you the ability to use fingerprints as the means of authentication in place of your login identification and password when accessing your account(s) for your mobile banking session. This feature currently is available only to members with compatible mobile devices. Fingerprints are encrypted and stored on the device only and are not made available to any other service providers, including The Andovers Federal Credit Union. It is recommended that you do not allow any other individuals fingerprints to be entered on your device, while using this feature. If this is allowed, you understand the individual(s), whose fingerprints are stored on the device may have the ability to authenticate and utilize your mobile banking session to access sensitive data and account(s) functionality. You are solely responsible for any access granted to your mobile device and services provided by the Credit Union. Your particular electronic device will determine which of these login credentials will be available for you. The Credit Union will be entitled to act on all instructions received under your login credentials. Since your login credentials are used to identify you as an authorized user of the Services, you agree to notify the Credit Union immediately if the secrecy of your password or Touch ID has been compromised, and you also agree not to reveal your password to any person not authorized to use the Services. The security of your account depends upon maintaining the secrecy of your password. You may change your password at any time while you are using the Services. In order for the Credit Union to maintain the security of your Services/account(s), the Credit Union reserves the right to revoke, suspend, or cancel your Services at any time without giving you prior notice. You agree not to use your password or Touch ID for any transaction that would cause your account(s) balance to go below zero. The Credit Union will not be required to complete any such transaction, however if the transaction is completed, you agree to pay the Credit Union the amount of the improper withdrawal or transfer upon demand and any associated fees such as overdraft and/or insufficient fund fees. See your Fee Schedule and/or Deposit Account Agreement as applicable. Otherwise, you authorize the Credit Union to collect any such amounts, including the amount of the service fees you may owe from any account you maintain with the Credit Union.

Protecting Your Account - You are solely responsible for maintain the secrecy of your login credentials. For your protection, the Credit Union recommends you memorize your login credentials, do not write it down, and

change it periodically. Properly constructed credentials afford you a greater degree of security and are more secure if comprised of:

- More characters,
- Characters are numeric, alpha, and symbols
- Both upper- and lower-case letters

If your login criteria is entered incorrectly on several attempts, your access to the Services will be blocked. Please call the Credit Union at 1-978-475-6133 to speak to a member service representative, who will verify your identity and then unblock your account(s). You should protect your personal identification information, such as your driver's license number, social security number, etc., so no one may use this information alone, or in conjunction with other information to access your account(s). If you believe your login credentials have been lost or stolen, or that someone has transferred or may transfer money from your account(s) without your permission, notify the Credit Union immediately by calling the number above. The Credit Union reserves the right to deny access if user verification cannot be determined. If you disclose or otherwise provide your debit and/or AM card number, account numbers, personal identification numbers (PINs), user identification, passwords, and/or Touch ID Fingerprint to any person(s) or entity, you assume all risks and losses associated with such disclosure.

Your Electronic Device - You agree to be fully responsible for the installation, maintenance and operation of your electronic device and software. The Credit Union is not responsible for any errors or failures from the malfunction of your electronic device, software, or for any virus or related problems associated with the use of our online system. You will be responsible for contacting your own internet service provider or phone provider. You are responsible for the security of your electronic device. You must also meet the Credit Union's minimum browser and device requirements to access the Services.

Secure Electronic Messaging Services - You may communicate with the Credit Union through our secure messaging service within our online banking service. To ensure the security of your account information, the Credit Union encourages you to only use this service when submitting information to the Credit Union regarding your account(s).

New Services - The Credit Union may, from time to time, introduce new electronic banking services. You will be notified of these services and may receive an update to this Services Agreement to incorporate any new services and/or changes. Your use of the new services will signify your acceptance of the terms and conditions governing these new services.

Fees and Charges - The fees and charges for the Services available through The Andovers Federal Credit Union electronic banking channels are set forth later in this Services Agreement. You agree that the Credit Union may change the terms of this Services Agreement and Disclosure, including the fees at any time, and you will be notified of any such change. You understand using the Services after any change becomes effective, you have agreed to the changes. You may also view the Credit Union's Funds Availability Policy Disclosure and Schedule of Fees located on our website and provided to you at account opening.

Account Access Availability - Subject to events such as periodic service interruptions, scheduled and/or unscheduled maintenance, conditions beyond the Credit Union's control, you can access your accounts via the Services, seven (7) days a week, twenty-four (24) hours a day. As noted above, however, there may be times, when some or all of the Services may not be available.

ELECTRONIC BANKING SERVICES:

eSign Disclosure and Consent - By entering into this Agreement you are providing your consent to allow The Andovers Federal Credit Union to use your e-Signature as your true and valid authorization, equivalent to a handwritten signature. This consent applies to all communications for those products, services and accounts offered or accessible through all electronic banking channels.

What You Can Do - If you have enrolled in Electronic Banking you may:

- Obtain balance information, account detail information, and transaction history on all eligible accounts enrolled in electronic banking. Unless otherwise noted, transactional history reflects activity through the close of business, business days are Monday through Friday, excluding federal and state holidays.
- Transfer funds between designated accounts. See Special Withdrawal Limitations and Dollar Amounts for Transfers and Limitations listed above. The following services may not be available through all electronic channels:
 - Place and/or delete a stop payment on a check you have written.
 - Transmit secure electronic messages to The Andovers Federal Credit Union.
 - Automatic alerts may be sent to you following important account activities or when certain changes are made online to your online banking account(s), such as a change in your email address, your credentials, or irregular card activity. These alerts will be automatically activated for you. Although you may have the option to suppress some of these automatic alerts, the Credit union strongly recommends that you do not. These alerts provide important information related to your online security or account(s) activities.
 - Voluntary account alerts must be activated. Voluntary account alerts allow you to chose alert messages for your account(s). Each alert has different options available and you will be asked to select from these options upon activation of your alerts service., such as, low balance alerts will allow you to choose the balance and the number of times to be alerted.
 - Both automatic alerts and voluntary alerts are subject to the following: The Credit Union may add new automatic and voluntary account alerts from time to time or cancel old alerts. The Credit Union may notify you when an alert is cancelled, but is not obligated to do so. Alerts will be sent to the email address you have provided as your primary email address for online banking. You may also choose to have alerts sent to a mobile device that accepts text messages. If there is a change to your email address or mobile phone number, you are responsible to inform the Credit Union of the change. Changes to your primary e-mail address will apply to all corresponding alerts. You understand and agree that your alerts may be delayed and/or prevented by a variety of factors. The Credit Union will do the best to provide alerts in a timely manner with accurate information. The Credit Union neither guarantees the delivery nor the accuracy of the contents of any alert. You also agree that the Credit Union shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert. Since alerts are not encrypted, the Credit Union will not include your credentials or full account number. However, alerts may include your name and some information about your account(s). Depending upon which alerts you select, information such as your account balance or the due date for a bill payment may be included. Anyone with access to your email or mobile phone will be able to view the contents of these alerts.

Stop Payments - You may initiate a stop payment request online only for payer checks you have written (non-electronically or telephone agreement) on your account(s). By placing a stop payment order on-line, you have authorized, directed and requested the Credit Union to stop payment on the check(s) requested. You agree to indemnify and hold the Credit Union harmless from any and all claims, liabilities, costs and expenses, including but not limited to, court costs and reasonable attorney fees, resulting from or growing out of the Credit Union's refusal to pay the stopped check(s). The Credit Union shall not be liability to you for the payment of the identified check contrary to this stop payment order if the indicated check number, dollar amount or account number is not accurate. The Credit Union is not liable to you if the identified check is paid while acting in good faith or exercising

ordinary care. Any damages that you incur and which the Credit Union may be liable for are limited to the actual damages not to exceed the amount of said check. You understand that if the stop payment order comes too late for the Credit Union to have reasonable time to act on it prior to accepting, certifying, paying, settling for, posting or becoming accountable for said check, that this stop payment order shall be of no effect. The stop payment order shall be governed by the provisions of the Uniform Commercial Code in effect in the state of Massachusetts. The stop payment order shall be valid for a period of six (6) months from the date it is made unless the Credit Union receives a revocation or renewal prior to expiration of such period. You agree that the Credit Union, may charge you a fee for processing this stop payment order as well as a similar fee for each renewal you make, such fee will be deducted from your account. Please refer to the Schedule of Fees.

BILL PAY SERVICES:

Some Bill Pay Services may not be available through all electronic banking channels. Members should refer to the consumer terms and conditions found in the bill payment system.

MOBILE BANKING SERVICES:

Mobile Banking Services are provided for members' convenience and offer the same features and functionality found with the online banking service. If your mobile device is lost or stolen and you utilize this device for Credit Union online banking services, contact the Credit Union immediately at 1-978-475-6133, so a member service representative can disable your online banking services. You should also contact your mobile service provider to discontinue service.

The Andovers Federal Credit Union's Responsibility to Members Regarding Electronic Banking:

The Credit Union will be responsible for hundred percent of your late fees if directly caused by the failure of the Credit Union to:

- Complete a funds transfer or a bill payment to or from your account(s) on time, unless failure to do so is outlined below.
- Cancel a funds transfer or a bill payment as properly requested prior to processing.

The Credit Union will not be responsible for losses if:

- Through not fault of the Credit Union, you do not have enough available funds in your account to make the transfer of if your funds are subject to legal process or other legal encumbrance.
- You have supplied the Credit Union with inaccurate or incomplete information.
- Your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail services.
- You have overdraft protection and the transfer would exceed the overdraft protection limit.
- The Credit Union has reason to believe a transaction has not been properly authorized.
- The losses result from an electronic device virus and/or related problem.
- Your electronic device and/or any part of the Services were not working properly.
- Circumstances beyond the Credit Union's control, such as a fire or a flood, interruption of service by any of the suppliers/vendors the Credit Union utilizes that effect of which is to interfere with or prevented the transaction.
- The Credit Union made a timely payment, but payee (i.e., a merchant or other institution) did not credit your account in a timely manner.
- You or the Credit Union terminated this Services Agreement or your account is not in good-standings.

MISCELLANEOUS:

Other Agreements – In addition to this Services Agreement, you agree to be bound by and will comply with the requirements of the terms and conditions of other agreements/documents pertaining to your deposit and/or loan accounts, the rules and regulations of any funds transfer system to which the Credit Union belongs to and applicable state and federal laws and regulations.

Right to Terminate - The Credit Union may terminate any or all of your electronic banking services any time for any reason, without prior notification. Electronic banking members may be removed from any electronic service after ninety (90) days with no login activity. If your service is discontinued, your bill pay information, if applicable, will not be retained. If you wish to cancel any of your services, please contact the Credit Union by any of the methods described in this Services Agreement.

Notices - Except as otherwise provided in this Services Agreement, all notices required to be sent to you will be effective when transmitted through email or secure electronic messaging, to the last known email address or last known address on file. For accounts with more than one owner, the Credit Union may send notices to any one co-owner. A notice sent to any one co-owner is considered effective for all.

Statements - All of your transfers made through the Services will appear on your applicable statement for the account(s) linked to the Services. You agree to review your statement promptly after you receive it. If your statement shows transactions that you did not authorize, you must notify the Credit Union at once. You also agree to promptly notify the Credit Union about any change in your address, email address and phone number.

Governing Laws - This Services Agreement shall be governed by the laws of the State of Massachusetts, and where applicable, by Federal laws and regulations.

Assignments - The Credit Union may assign the rights and delegate the duties under this Services Agreement to any company affiliated with The Andovers Federal Credit Union or any other party necessary to continue services. You, the member may not assign this Service Agreement in whole or in part to another party.

Amending this Electronic Banking Services Agreement - You agree that the Credit Union may change the charges, fees or other contract terms described in this Services Agreement. Should a change create an adverse effect to the fees or terms currently in effect, when any fees, charges or other material terms change the Credit Union will update this Services Agreement and provide notification. When required, Notice will be sent at least forty-five (45) days in advance of the effective date of any change in fees for electronic transactions or of any stricter restrictions on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is needed to maintain or restore the security of the system. If such a security change is made and it can be disclosed to you without jeopardizing the security of the system, the Credit Union will provide you with written notice, or notice via email or a secure electronic message within thirty (30) calendar days after the change. You may choose to accept or decline such changes by continuing or discontinuing the account or the Services to which any such changes relate.