



First Financial of Maryland Federal Credit Union Electronic Services Disclosure and Agreement

This Electronic Services Disclosure and Agreement ("Agreement") is the contract which covers your rights and responsibilities and First Financial of Maryland Federal Credit Union's rights and responsibilities concerning Electronic Services offered by First Financial of Maryland Federal Credit Union ("First Financial"). The words "we," "us," and "our" all are references to First Financial. The word "account" means any one or more deposit accounts you have with First Financial.

By using any service, or any related products/services, you agree to the terms and conditions in this Agreement, and any amendments. First Financial does not differentiate use of the Online/Desktop Banking or the Mobile Banking application. Use of Electronic Services constitutes your acceptance of the terms and conditions, and any amendments in this Agreement.

You agree that First Financial may, as permitted by law, provide all applicable disclosures to you electronically.

Please also see [Agreements and Disclosures](#), Commercial Agreements and Disclosures, and [Schedule of Fees](#), available on www.firstfinancial.org, all amended from time to time. A printed version of Agreements and Disclosures, Commercial Agreements and Disclosures, and Schedule of Fees is available upon request.

If you have difficulty using or accessing any Electronic Service or technology offered by First Financial, please call 410-321-6060 or 1-800-903-3328 during normal business hours. Our Member Services department will work with you to provide the information or assistance you seek through a communication method that is accessible for you (example – communication through telephone support).

Electronic Services Definitions

Electronic Services – services made available to Members over Internet-based services including Digital Banking, Bill Payment, and External Institution Transfer.

Digital Banking – is the Online and Mobile Banking services providing access to your First Financial accounts delivered over the Internet.

Online Banking – is the Internet-based service providing access to your First Financial accounts using a web browser installed on your computer or mobile device.

Mobile Banking – is the Internet-based service providing access to your First Financial accounts using our mobile application installed on your mobile device.

Mobile Deposit – is the mobile check deposit, or the remote deposit capture service available in Digital Banking services.

Account – means any of your account(s) to which we may allow access via Electronic Services under this Agreement

External Account – means any one or more deposit accounts you are an owner of or authorized signer (ability to deposit/withdrawal funds) with another institution that is under United States jurisdiction.

Username – is the member generated identity (ID) that will be used to log into Electronic Services. This username will apply to only one Account.

Password – is member generated, selected by you for use during the initial log in, or after the initial log in, that establishes your connection to Electronic Services.

Bill Payment – is an Electronic Service, available within our Online and Mobile Banking applications, which enables the scheduling of bill payments from an eligible First Financial Checking Account, using an Internet-enabled device (see separate disclosure and agreement upon requesting access to this service).

Business Day – our business days are Monday thru Friday, except holidays.

Online Banking

First Financial's Online Banking service is available to members in good standing, who own an account that is eligible for online access.

Online Banking access can only be requested/changed by the primary owner of the account.

First Financial is entitled to act upon instructions received through any Online Banking services under your username and password, without inquiring into the identity of the person using that username and password. First Financial has no responsibility for establishing the identity of any person or determining the validity of any transaction or request.

You agree that you will not, under any circumstances, disclose your username and/or password. You are liable for all transactions made or authorized using your username and password. You agree that if you give your username or password to anyone, or fail to safeguard its secrecy, you do so at your own risk and assume full liability for any and all transactions and requests and release First Financial of any liability. You agree to notify First Financial immediately in the event your password is lost, stolen or is otherwise compromised. You acknowledge that First Financial will never ask for your password.

Affiliated services may have different eligibility and or certain credit criteria. Fees may also apply. Please see the Schedule of Fees, available on www.firstfinancial.org as amended from time to time. Access to Electronic Services is required for full right of use (as permitted by First Financial) to all affiliated products/services. For security, access to your account via associated services may have limits or access restrictions.

First Financial may suspend any service with or without notice to you at any time.

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

If you forget your username or password self-assist options are available. If after trying the self-assist options, please call Member Services at 410-321-6060 or 1-800-903-3328 should you require additional.

Financial Responsibility

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. First Financial shall not be liable in any manner for such risk unless First Financial fails to follow the procedures described in materials for use of the Electronic Services. You assume exclusive responsibility for the consequences of any instructions you may give to First Financial, for your failure to access the service properly in a manner prescribed by First Financial, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

You hereby indemnify and release First Financial from any and all liability and agree not to make any claim against First Financial or bring any action against First Financial for honoring or allowing any transactions on your account where the password for that account was used (whether by you or by any third party, whether or not authorized by you). You agree to reimburse First Financial for any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of First Financial's honoring or allowing transactions on the account where the password was used (whether by you or by any third party, whether or not authorized by you).

Indemnification

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other losses incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of any Electronic Services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof, except as otherwise required by law.

Performance

You acknowledge and agree that First Financial shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by First Financial in performing Electronic Services, in accordance with or unintentional deviation from the terms and conditions of this agreement, including exhibits or addenda. You acknowledge that First Financial's systems and procedures established for providing Electronic Services are commercially reasonable. You shall defend, indemnify, and hold First Financial harmless from and against all liability, damage, and loss arising out of any claims, suits or demands brought by third parties with respect to Electronic Services.

Limitation of Liability

First Financial shall have no liability to you, or any other person or entity for any loss, damage, cost or expense arising out of this Agreement or Electronic Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing Electronic Services provided for in this Agreement, and shall have no liability for not affecting an Entry, if:

1. First Financial receives actual notice or has reason to believe that you have filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
2. The ownership of funds involving an Entry or the Authorized Representative's authority to transmit an Entry is in question;
3. First Financial suspects a breach of the Security procedures;
4. First Financial suspects that the Member account has been used for illegal or fraudulent purposes; or
5. First Financial reasonably believes that an Entry is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

First Financial will not be liable if you fail to report in a timely manner any error or discrepancy reflected in a Statement prepared by First Financial, or if you fail to report a breach of a security procedure.

First Financial shall not be liable for any loss, damage, liability or claim arising directly or indirectly from any error, delay or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints or any other event beyond its control.

In no event will First Financial be liable for any indirect, consequential, punitive or special damages.

First Financial will also be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

Force Majeure

First Financial shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond First Financial's reasonable control.

Member's Duty to Report Questions or Suspected Errors

If you believe that a statement or receipt is incorrect, or should you need additional information, you must contact First Financial within 60 days of the date of the statement on which the suspected error or question first appeared. You may call 410-321-6060 or 1-800-903-3328 or write to: First Financial of Maryland Federal Credit Union, ATTN: Member Support, 72 Loveton Circle, Sparks Glencoe, Maryland 21152.

You should provide First Financial with the following information:

- Full name and account number
- A description of the suspected error and why you believe it to be an error or require further information
- Date and dollar amount of the suspected error
- Any other information which you think will be helpful in resolving your concern

First Financial will respond to all written requests as agreed in the Agreements and Disclosures and Commercial Agreements and Disclosures.

Termination

Either party may terminate this Agreement. Members may terminate this agreement by providing written notice to First Financial. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using Electronic Services, and (ii) you shall promptly remit all unpaid monies due under this Agreement.

First Financial may immediately suspend or terminate your access to the Electronic Services in the event that First Financial reasonably determines such suspension or termination is necessary in order to protect Electronic Services or First Financial from harm or compromise of integrity, security, reputation or operation. First Financial's security interest in your Account(s) will continue until the expiration of any time period for return of any an Item on which you may be liable.

Modification of Services

First Financial reserves the right to modify Electronic Services and/or the conditions of participation from time to time without making prior notice to you, including restrictions to the use of Electronic Services previously made available. Your use of the Electronic Services after any change will indicate your agreement to the amendments and affirm your consent. First Financial will make available to you electronically a copy of any amendments when required by applicable law.

Electronic Statements

Before you can enroll in or access our Electronic Statement services ("eStatement"), the Electronic Signatures in Global and National Commerce Act and other laws and regulations require us to obtain your affirmative consent to electronic delivery of your periodic account statements and associated disclosures required under Federal and/or State laws or regulations.

Please read this Electronic Statement Disclosure and Agreement carefully and save/print a copy for your records.

Your Consent Is Required

You must consent to electronic delivery of your Statements in order to enroll in our eStatement program. If you do not want to receive your Statements electronically, a paper statement will be provided (quarterly or monthly based on account activity and statement reporting guidelines). If you do not consent to receiving your Statements electronically, our eStatement services will not be available to you. If after reading this Disclosure, you wish to consent to electronic delivery of your Statements and enroll in our eStatement program, please acknowledge your consent as instructed.

eStatement Agreement

1. **Agreement Acceptance:** You are agreeing that:

- a. You have read and agree to the terms and
 - b. You are requesting that First Financial make your Statements available to you electronically, by sending to your personal e-mail address a notice that your Statement is available for viewing and a link to our Digital Banking system where you can securely view your statement electronically via the "Statements" menu item.
 - c. You can access First Financials Digital Banking You have either successfully logged in or will complete the registration process to gain access to this service. Should you encounter issues accessing your account through Digital Banking services, please notify First Financial Member Services.
 - d. If you change your e-mail address, you will notify us of the change so that we may continue to send your eStatements notification electronically. You will also notify us of any changes in physical address or telephone.
 - e. Except as expressly provided in this Agreement, your participation in the eStatement program does not change your rights and obligations related to your membership, as described in the Disclosure of Account Terms, which was provided to you at the time you established membership with First Financial, as amended by us from time to time and any other agreements and disclosures relevant to your account, including, without limitation, any fees disclosed You agree, however, that when any such terms and conditions, agreement or disclosure includes a time period stemming from your receipt of a Statement from First Financial, such time period shall start or end, as applicable, on the date that we send to your personal internet e-mail address a notice that your Statement is available for viewing. You agree to the receipt of these disclosures in electronic format.
 - f. Upon enrollment in the eStatement program you will no longer receive paper copies of your statements.
 - g. Statements include information pertaining to all Shares/Deposit Accounts and Loan/Credit Card Accounts with First Financial. Statement attachments are also available electronically. Statements will be available for 15 months electronically via the Online Banking Statements can be saved to your personal computer for longer record retention needs.
2. **System Requirements:** In order to participate in the eStatement program and receive and retain copies of your Statements electronically you will need to provide or obtain access to the items below:
 - a. Access to the Internet, a compatible browser supporting current and prior major releases for Microsoft Internet Explorer, Microsoft Edge, Firefox, Safari (Apple/Mac users only), and Google.
 - b. Current and prior major release Adobe Acrobat.
 - c. Printer, if you want to create a paper copy of your statement(s).
 3. **Updating Your Personal Information:** You must keep us informed of any change in your telephone number, mailing address, or email Verification/Signatures are required to update account information. You may notify us of changes in any of the following ways:
 - a. By postal mail: First Financial of Maryland Federal Credit Union, 72 Loveton Circle, Sparks Glencoe, Maryland 21152
 - b. By sending a secure message via Digital.
 - c. By telephone during normal business hours: Member Services, 410-321-6060 or 1-800-903-3328
 4. **Your Rights and Options:**
 - a. Paper or Non-electronic You are not required to enroll in the eStatement program. You can continue to receive your Statements in the same format in which you currently receive your Statement, including, if applicable, paper. If you would like to receive your Statements electronically, however, you must enroll in the eStatement program and agree to the terms set forth in this Agreement.
 - b. Withdrawal of Consent to Electronic If at any time after you consent to electronic delivery of your Statements you wish to withdraw your consent to electronic delivery of your Statements, you may contact First Financial in writing and withdraw your consent to receive Electronic Delivery of your Statements. If you withdraw your consent, you will be un-enrolled in the eStatement program and will no longer receive your Statements electronically. Statements issued after your withdrawal is effective will be mailed to the address on file.
 - c. Duration of If you consent to electronic delivery of your Statements by signing below, your consent will apply to all Statements unless and until the earlier of your withdrawal of consent is received in writing, or First Financial's discontinuation of eStatement delivery services.
 - d. Non-Electronic If, after you are enrolled in the eStatement program and without withdrawing your consent to electronic delivery of Statements, you would like to obtain a paper copy of a Statement you should contact First Financial. There are fees associated with paper copies of Statements. Please refer to the Schedule of Fees made available to you at the time of your Membership opening. We will notify you of changes as required by law.
 5. **Right to Amend the Services:** First Financial reserves the right to amend the eStatement program and/or the conditions of participation from time to time, including enlargement or restriction of services available

through the eStatement Your use of the eStatement program after any change will indicate your agreement to the amendments and affirm your consent to electronic delivery of Statements. First Financial will electronically send you a copy of any amendments, when required by applicable law.

6. **Acceptance of eStatement Agreement and Consent to Receive Electronic Disclosures:** I agree to the Terms and Conditions and consent to be bound by the terms of this Disclosure and to receive Statements If you opt not to consent, you will not be enrolled in the eStatement program and will not receive Statements electronically.

Mobile Deposit

This Agreement is the contract which covers your and our rights and responsibilities concerning Mobile Deposit services offered by First Financial.

By using the Mobile Deposit service, you and any joint owners of your account, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

First Financial Mobile Deposit is available as an additional service to members in good standing meeting certain credit criteria, who use Mobile Banking.

For additional support pertaining to mobile deposit please refer to the Mobile Banking section of our website.

Please also see [Agreements and Disclosures](#), Commercial Agreements and Disclosures, and [Schedule of Fees](#), available on <http://www.firstfinancial.org> all amended from time to time. A printed version of Agreements and Disclosures, Commercial Agreements and Disclosures, and Schedule of Fees is available upon request.

Mobile Deposit Capture Process

Subject to the terms, provisions and conditions of this Agreement, First Financial will provide Mobile Deposit to you. Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by photographing the original checks and delivering the digital images and associated deposit information ("images") to our processor or us with your mobile device. First Financial reserves the right to select the clearing agents through which First Financial clears items. You agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which First Financial is a party.

You also agree that you will not use this service in locations that are prohibited under United States (U.S.) law and regulations, including laws and regulations issued by the Office of Foreign Assets Control (OFAC).

Checks Deposited and Security Interest

You agree that you will only photograph and deposit a check as that term is defined in Federal Reserve Board Regulation CC ("Regulation CC"). You agree that the image of the check that is transmitted to First Financial shall be deemed an "item" as that term is used in the Uniform Commercial Code (as adopted by Maryland). You agree that you will not use Mobile Deposit to deposit a check or any other items that: (a) are payable to any person or entity other than an owner of the Account to which the item is to be deposited; (b) are drawn on your First Financial Account; (c) are prohibited by First Financial's then current procedures governing the use of Mobile Deposit service or your Account or are in violation of any law, rule or regulation; (d) you know or suspect, or should know or suspect, is a forged or fraudulent item or not otherwise authorized by the owner of the account on which the item is drawn; (e) has been previously deposited whether as an original item, substitute check or image replacement document, without First Financial's express written consent; (f) are drawn on financial institutions located outside the U.S. (including the District of Columbia); (g) is a Remotely Created Check as that term is defined in Regulation CC, or (h) which are not acceptable to First Financial for deposit into an Account at First Financial under its then current rules (collectively "Prohibited Check"). If you deposit a Prohibited Check into an Account using Mobile Deposit, you agree to indemnify and hold First Financial harmless from and against any and all losses, costs and expenses (including reasonable attorney's fees) First Financial may incur associated with any warranty, indemnity or other claim arising from or related thereto. You grant us a security interest in all funds now or in the future held by First Financial in your account(s) to secure your obligations under this Agreement. We may terminate your Mobile Deposit service at any time, in our sole discretion, if we determine your use of Mobile Deposit is inconsistent with safe and sound banking practices.

Funds Availability

Funds from deposited items will be available according to First Financial's Funds Availability policy, available on www.firstfinancial.org as amended from time to time, which is incorporated herein by reference.

Funds availability are subject to Business Days.

Deposit Acceptance

You agree that First Financial may at any time, at its sole discretion, refuse to accept deposits of checks from you using the Mobile Deposit service. In the event that the Mobile Deposit capture services are interrupted or are otherwise unavailable, you may, at your option, deposit checks in-person at a First Financial Branch, via night drop (at select locations), U.S. Postal Service mail, First Financial ATM, or any other contractually acceptable method.

System Requirements

To use this service you must have a supported mobile device with a supported camera with a supported operating system; have a data plan for your mobile device, and download the First Financial Mobile Banking application, available in the Apple App store and Google Play store, to your mobile device. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system, or mobile carrier will be compatible with the service.

Select Apple and Android devices now support Facial Recognition (Face ID) or Fingerprint Recognition (fingerprint ID) or other biometric functionality to open and access your mobile devices, tablets and applications. Turning on biometric features is done at your discretion. This functionality is not supported by the First Financial, as these services are offered through the mobile phone manufacturer or the mobile software developer. By using biometric recognition features you assume any and all risks. Using biometric recognition features will replace the need for username and password. The same liabilities apply whether using username and password or recognition software to access your account.

You understand that you must at your sole cost and expense, obtain and use a mobile device that meets all technical requirements for the proper delivery of Mobile Deposit and fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree that you may also incur and pay any and all expenses related to the use of Mobile Deposit, including but not limited to telephone data service or Internet service charges.

Mobile Deposit Security

You will complete each deposit promptly and via a secure connection. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits.

Responsibility for Images

You must properly install and use all applications/software required by this Agreement for Mobile Deposit services. In addition to the signatures of all payees, each item to be deposited using Mobile Deposit must be restrictively endorsed on the back of the item at the top "**For First Financial Mobile Deposit Only**". You must photograph the front and back of each item using the Mobile Deposit option within the First Financial Mobile application to capture the image and MICR encoding on, and other required data from each Check.

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

Deposit Requirements and Limits

We may impose a daily deposit limit of up to \$40,000.00. If the total dollar value of the Mobile Deposit checks sent to First Financial exceeds the limit, First Financial may, at its option, refuse to accept the Mobile Deposit checks in excess of the Deposit/Item Limits. Limits are determined based on your relationship with the Credit Union and we reserve the right to change any deposit/item limit at any time without prior notice to you.

You agree that Mobile Deposit services will only be used to deposit checks drawn on financial institutions within the 50 United States (including the District of Columbia and excluding all other territories). You will deposit any checks not meeting this requirement in-person at First Financial Branch, or by U.S. Postal Service mail (fees may apply, please refer to Schedule of Fees, as amended from time to time). You must meet certain account qualifications to use the Mobile Deposit service. If at any time you fail to meet any of these criteria, First Financial at its discretion can terminate service without warning.

Check Retention & Destruction

After receipt by First Financial, any item transmission by you meant for deposit to your account, will be acknowledged by First Financial using electronic means. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited using Mobile Deposit for 90 days from the date processed, after which, you shall properly destroy and dispose of such original checks. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Mobile Deposit Capture service) and (ii) unauthorized use of information derived from the original checks.

Mark each item presented using Mobile Deposit with "Mobile Deposited on (date)" on the face and back of the item (in large font) after processing the item to limit the likelihood of double entry by you as well as to help with records retention requirements. Example: *Mobile Deposited 2/1/2020*.

When you destroy, and dispose of, the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (i.e., through the use of competent copying equipment).

If the original item is still in existence, you agree to promptly provide the item upon request by First Financial.

Image and MICR Quality

In addition to the requirements of the Mobile Deposit, you agree that each Item photographed and deposited by you to your account will be of such quality and image that the following information can be clearly read and understood by sight review of the Item:

1. The amount of the Item;
2. The payee of the Item;
3. The signature of the drawer of the Item;
4. The date of the Item;
5. The number of the Item;
6. The information identifying the drawer and the paying financial institution that is preprinted on the Item, including the MICR line containing the ABA routing and transit number, the number of the account on which the Item is drawn, when encoded, the amount of the Item, and when encoded, the serial number and process control field of the Item; and
7. All other information placed on the Item prior to the time an image of the Item is captured, such as any required identification written on the front of the Item and any endorsements applied to the back of the Item.

Each Mobile Deposit check shall also meet the requirements for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve System or any other regulatory agency or clearing house or association.

Member's Representations and Warranties

You represent and warrant:

1. Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the
2. The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and
3. You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been
4. There are no other duplicate images of the original
5. The original check was authorized by the drawer in the amount stated in the original check and to the payee(s) stated on the original
6. You are authorized to enforce and obtain payment of the original
7. You have possession of the original check and no party will submit the original check for
8. That you will assist First Financial and its processor in providing the Mobile Deposit services and resolving any errors, disputes or other issues related to Mobile Deposit.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Financial Responsibility

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. First Financial shall not be liable in any manner for such risk unless First Financial fails to follow the procedures described in materials for use of the Mobile Deposit service. You assume exclusive responsibility for the consequences of any instructions you may give to First Financial, for your failure to access the service properly in a manner prescribed by First Financial, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

Indemnification

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other losses incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of any Electronic Services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof, except as otherwise required by law.

Performance

You acknowledge and agree that First Financial shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by First Financial in performing Electronic Services, in accordance with or unintentional deviation from the terms and conditions of this agreement, including exhibits or addenda. You acknowledge that First Financial's systems and procedures established for providing Electronic Services are commercially reasonable. You shall defend, indemnify, and hold First Financial harmless from and against all liability, damage, and loss arising out of any claims, suits or demands brought by third parties with respect to Electronic Services.

Limitation of Liability

First Financial shall have no liability to you, or any other person or entity for any loss, damage, cost or expense arising out of this Agreement or Electronic Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies

available fail of their essential purpose, except as provided by applicable law for any error or delay in performing Electronic Services provided for in this Agreement, and shall have no liability for not affecting an Entry, if:

1. First Financial receives actual notice or has reason to believe that you have filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
2. The ownership of funds involving an Entry or the Authorized Representative's authority to transmit an Entry is in question;
3. First Financial suspects a breach of the Security procedures;
4. First Financial suspects that the Member account has been used for illegal or fraudulent purposes; or
5. First Financial reasonably believes that an Entry is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

First Financial will not be liable if you fail to report in a timely manner any error or discrepancy reflected in a Statement prepared by First Financial, or if you fail to report a breach of a security procedure.

First Financial shall not be liable for any loss, damage, liability or claim arising directly or indirectly from any error, delay or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints or any other event beyond its control.

In no event will First Financial be liable for any indirect, consequential, punitive or special damages.

First Financial will also be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body

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- Full name and account number
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First Financial may immediately suspend or terminate your access to the Electronic Services in the event that First Financial reasonably determines such suspension or termination is necessary in order to protect Electronic Services or First Financial from harm or compromise of integrity, security, reputation or operation. First Financial's security interest in your Account(s) will continue until the expiration of any time period for return of any an Item on which you may be liable.

Modification of Services

First Financial reserves the right to modify Electronic Services and/or the conditions of participation from time to time without making prior notice to you, including restrictions to the use of Electronic Services previously made available. Your use of the Electronic Services after any change will indicate your agreement to the amendments and affirm your consent. First Financial will make available to you electronically a copy of any amendments when required by applicable law.

External Institution Transfers

This Agreement is the contract which covers your and our rights and responsibilities concerning external transfer services ("External Institution Transfers" or "EIT") offered by First Financial.

By using the EIT service, you and any joint owners of your account, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

By entering into this Agreement, you can electronically transfer funds from your personal checking or savings account at First Financial to an approved/verified personal checking or savings account that you own at another financial institution (an "External Account"). You can also electronically transfer funds from an External Account to your eligible First Financial Account. Each transfer you make to or from an External Account at another institution is called an "External Institution Transfer".

Please also see [Agreements and Disclosures](#), Commercial Agreements and Disclosures, and [Schedule of Fees](#), available on www.firstfinancial.org, all amended from time to time. A printed version of Agreements and Disclosures, Commercial Agreements and Disclosures, and Schedule of Fees is available upon request.

External Institution Transfers

First Financial EIT is available as an additional service to members in good standing meeting certain credit criteria, who use Digital Banking. The EIT service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically.

External Institution Transfer Definitions

External Accounts – accounts owned by you held by domestic financial institutions other than First Financial.

Inbound Transfer – transfer of funds "to" your account at First Financial from an external account.

Outbound Transfer – transfer of funds "from" your account at First Financial to an external account.

Next Business Day Transfer – funds are debited as early as the business day you initiate the external transfer request and credited within 1-2 business days after you initiate the external transfer request.

NACHA – means the National Automated Clearinghouse Association (NACHA).

ACH – means automated clearing house (ACH).

ACH Network – means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.

ACH Rules – means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time.

Business Day – Our business days are Monday thru Friday, except holidays.

External Institution Transfer

Subject to the terms, provisions and conditions of this Agreement, First Financial may provide EIT for you to use. You may use the EIT service to transfer funds between any of your accounts at First Financial and any of your approved External Accounts which you have provided the necessary information to us. Transfers must involve at least one account with First Financial.

Enrollment, Verification and Approval of External Accounts

The EIT service is a feature within Digital Banking. As part of the enrollment process, you will need to request approval of each Account that you wish to use with the EIT service. As a part of the enrollment process the External Account number and ownership will be verified. This may be done with a test deposit, written verification from the other institution or any other means First Financial deems necessary.

You authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be credited to the Account. The test credit must be verified by you prior to First Financial approving the external account for use. Once the account number and ownership have been validated, First Financial will review and approve the request if no further verification is deemed necessary.

Limited Power of Attorney

In connection with any request to transfer funds using the EIT service, I hereby give to First Financial a Limited Power of Attorney and appoint First Financial as my true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to originate deposits into or withdrawals from my verified Accounts, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any EIT instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as I might or could in person (up to and including correcting errors). Once First Financial has actual knowledge that I wish to cease using the EIT service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this Limited Power of Attorney shall be deemed revoked; provided, however, that any act done by First Financial in good faith before you have actual knowledge of termination by me and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by me. I understand and agree that at all times my relationship with the financial institution that maintains each Verified Account is independent of First Financial and my use of the EIT service. I shall not hold First Financial responsible for any acts or omissions by the financial institution maintaining a verified Account with respect to it, including without limitation any modification, interruption or discontinuance of it. I acknowledge and agree that when First Financial originates a request for a transfer using the EIT service, First Financial is acting as my agent. I agree to indemnify and hold harmless First Financial as my agent under this Limited Power of Attorney.

External Transfer Service Fees and Charges

I understand and agree that I am responsible for paying all fees associated with my use of the EIT service. I authorize First Financial to charge my eligible First Financial Account(s) for any service fees and charges applicable to transfers requested through the EIT service in accordance with First Financial's Schedule of Fees, available on www.firstfinancial.org, in effect at the time I make an EIT request. First Financial reserves the right to change the fees charged for the use of the EIT service.

Limits on External Institution Transfers

EITs are subject to the following limits. The transaction dollar amount (single or multiple transfers inbound or outbound) may not exceed \$2500.00 per day. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using the EIT service.

Any transfer initiated on a day that is not a business day, counts toward the applicable limit for the next Business Day. You may not make external transfers in excess of limits described on the EIT service. Without limiting the foregoing, in the event that your use of the EIT service has been suspended and reinstated as provided herein (see "Suspension and Reinstatement of External Transfer Service" below), you understand and agree that your use of the EIT service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted.

Transfers Subject to the Rules of the Accounts

Additionally, all external transfers are also subject to the rules and regulations governing the relevant Accounts. You agree not to effect any external transfers from or to an Account that you are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

Funds Availability

Funds will be available according to First Financial's Funds Availability policy, as amended from time to time, which is incorporated herein by reference.

Funds requested to be transferred will be credited to the non- First Financial account according to the receiving financial institution's availability and transaction processing schedule.

Processing

The cut-off time for scheduling external transfers is 2:00 PM EST. Any external transfer request made after the cut-off time will be initiated the next business day. Requests for immediate transfer of funds **cannot** be cancelled. Pre-scheduled external transfer requests can be edited or canceled prior to cut-off time on the scheduled processing date. Please ensure that you have sufficient funds to affect any external transfers from your Accounts. We may at any time decline to affect any external transfer that is believed to be in violation of applicable law.

I hereby authorize First Financial to deposit any amounts requested by me, by initiating credit entries to my First Financial Account(s) as well as to my approved External Account(s) at other financial institutions. Further, I authorize First Financial as well as the other institution (which is custodian to my approved external accounts) to accept and to credit any credit entries requested by me using the EIT service. In the event that First Financial deposits funds erroneously into my First Financial Account(s) as well as to my approved External Account(s), I authorize First Financial to debit my account for an amount not to exceed the original amount of the erroneous credit. This authorization is to remain in full force and effect until First Financial has received written notice from me in such time and in such manner as to afford First Financial reasonable opportunity to act on it, or First Financial terminates my use of this service. I understand if I revoke this authorization I shall immediately stop using the EIT service.

Currency of Funds Transfer

The EIT service is available for funds transfers to verified Accounts in the U.S. only and is made in U.S. dollars only.

Means of Transfer

First Financial may use the ACH Network to execute my EIT requests, but other methods of transfer may also be used. You authorize us to select any means we deem suitable to provide your external transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as Clearing House Interbank Payments System (CHIPS) or ACH as published by the NACHA. We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period.

Notice of Receipt Disclosure

Under the operating rules of the NACHA, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Provisional Payment Disclosure

Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a federal reserve bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such Entry, and the party making payment to you via such Entry (i.e., the originator of the entry shall not be deemed to have paid you in the amount of such entry).

Choice of Law Disclosure

We may accept on your behalf payments to your account which have been transmitted through one or more ACH and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payment shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the NACHA, which are applicable to ACH transactions involving your account.

Information Relied Upon by First Financial of Maryland Federal Credit Union

I acknowledge and agree that First Financial is relying upon the information I provide in originating an EIT on my behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding my verified Account are my responsibility. Although I represent and warrant to you that I am the owner of each verified Account and describe it to you by name and account number (or any other number), I understand and agree that if EIT instructions identify a verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding my verified Account may not investigate discrepancies between names and numbers. In addition, I agree that First Financial has no responsibility to investigate discrepancies between names and account numbers.

Suspension and Reinstatement of Funds Transfer Service

In the event that we at any time incur a problem with your use of the EIT service, including without limitation a fail in EIT service to debit any of your Accounts or to collect with respect to any of your external transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the EIT service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect us from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Agreement (see "*Member's Duty to Report Questions or Suspected Errors*" below). We reserve the right in our sole discretion to grant or deny reinstatement of your use of the EIT service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your EIT service subject to lower per-transaction dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the EIT service, First Financial in its sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see "*Limits on External Institution Transfers*" above).

Unauthorized External Transfers

I understand that if an unauthorized EIT or other type of online transaction has been made from one of my Accounts, I must notify you immediately. By providing such prompt notice, I may limit my personal liability for unauthorized transfers (see "*Member's Duty to Report Questions or Suspected Errors*" below).

System Requirements

In order to participate in the EIT program you will need to provide or obtain access to the Internet, via a compatible browser supporting current and prior major releases for Microsoft Internet Explorer, Microsoft Edge, Firefox, Safari (Apple/Mac users only), and Google Chrome.

Member's Representations and Warranties

By using the EIT service, you represent and warrant to us that you have the right to authorize and permit us to access your Accounts to affect such external transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit First Financial to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

Your authorizations to First Financial regarding any External Account will remain in full force until you terminate EIT services for that or all your External Accounts as provided herein in the section entitled "Termination".

You agree that you will only attempt to register Accounts for which you have the authority to transfer funds. You will ensure your First Financial Account contact information is accurate.

You will assist with any request for research/information from First Financial or any external institution regarding any aspect/requirement of the EIT service.

Financial Responsibility

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. First Financial shall not be liable in any manner for such risk unless First Financial fails to follow the procedures described in materials for use of the EIT service. You assume exclusive responsibility for the consequences of any instructions you may give to First Financial, for your failure to access the service properly in a manner prescribed by First Financial, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

You hereby indemnify and release First Financial from any and all liability and agree not to make any claim against First Financial or bring any action against First Financial for honoring or allowing any transactions on your account where the password for that account was used (whether by you or by any third party, whether or not authorized by you). You agree to reimburse First Financial for any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of First Financial's honoring or allowing transactions on the account where the password was used (whether by you or by any third party, whether or not authorized by you).

Indemnification

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other losses incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of any Electronic Services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof, except as otherwise required by law.

Performance

You acknowledge and agree that First Financial shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by First Financial in performing Electronic Services, in accordance with or unintentional deviation from the terms and conditions of this agreement, including exhibits or addenda. You acknowledge that First Financial's systems and procedures established for providing Electronic Services are commercially reasonable. You shall defend, indemnify, and hold First Financial harmless from and against all liability, damage, and loss arising out of any claims, suits or demands brought by third parties with respect to Electronic Services.

Limitation of Liability

First Financial shall have no liability to you, or any other person or entity for any loss, damage, cost or expense arising out of this Agreement or Electronic Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies

available fail of their essential purpose, except as provided by applicable law for any error or delay in performing Electronic Services provided for in this Agreement, and shall have no liability for not affecting an Entry, if:

1. First Financial receives actual notice or has reason to believe that you have filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
2. The ownership of funds involving an Entry or the Authorized Representative's authority to transmit an Entry is in question;
3. First Financial suspects a breach of the Security procedures;
4. First Financial suspects that the Member account has been used for illegal or fraudulent purposes; or
5. First Financial reasonably believes that an Entry is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

First Financial will not be liable if you fail to report in a timely manner any error or discrepancy reflected in a Statement prepared by First Financial, or if you fail to report a breach of a security procedure.

First Financial shall not be liable for any loss, damage, liability or claim arising directly or indirectly from any error, delay or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints or any other event beyond its control.

In no event will First Financial be liable for any indirect, consequential, punitive or special damages.

First Financial will also be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body

Force Majeure

First Financial shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond First Financial's reasonable control.

Member's Duty to Report Questions or Suspected Errors

If you believe that a statement or receipt is incorrect, or should you need additional information, you must contact First Financial within 60 days of the date of the statement on which the suspected error or question first appeared. You may call 410-321-6060 or 1-800-903-3328 or write to: First Financial of Maryland Federal Credit Union, ATTN: Member Support, 72 Loveton Circle, Sparks Glencoe, Maryland 21152.

You should provide First Financial with the following information:

- Full name and account number
- A description of the suspected error and why you believe it to be an error or require further information
- Date and dollar amount of the suspected error
- Any other information which you think will be helpful in resolving your concern

First Financial will respond to all written requests as agreed in the Agreements and Disclosures and Commercial Agreements and Disclosures.

Termination

Either party may terminate this Agreement. Members may terminate this agreement by providing written notice to First Financial. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using Electronic Services, and (ii) you shall promptly remit all unpaid monies due under this Agreement.

First Financial may immediately suspend or terminate your access to the Electronic Services in the event that First Financial reasonably determines such suspension or termination is necessary in order to protect Electronic Services or First Financial from harm or compromise of integrity, security, reputation or operation. First Financial's security interest in your Account(s) will continue until the expiration of any time period for return of any an Item on which you may be liable.

Modification of Services

First Financial reserves the right to modify Electronic Services and/or the conditions of participation from time to time without making prior notice to you, including restrictions to the use of Electronic Services previously made available. Your use of the Electronic Services after any change will indicate your agreement to the amendments and affirm your consent. First Financial will make available to you electronically a copy of any amendments when required by applicable law.

Updating Your Personal Information

You must keep us informed of any change in your telephone number, mailing address, or email address. Verification/Signatures are required to update account information. You may notify us of changes in any of the following ways:

1. By postal mail: First Financial of Maryland Federal Credit Union, 72 Loveton Circle, Sparks Glencoe, Maryland 21152.
2. By sending a secure message via Digital Banking.
3. By telephone during normal business hours: Member Services, 410-321-6060 or 1-800-903-3328.