



'N Touch Web Agreement

This 'N Touch Web Agreement ("**Agreement**") is a contract that governs your ability to receive online and mobile banking services provided by Navigator Credit Union (the "**Credit Union**").

The terms of this Agreement are in addition to the terms and conditions, including "**Your Account Agreement**", and any other service agreements you have with us. By using the service, each of you, jointly and severally, agree to, and acknowledge that you have read and understand, the terms and conditions in this Agreement, and any amendments.

Definitions. In this Agreement, the words "**you**", "**your**", and "**yours**" mean those who request and use the service, any joint owners of accounts accessed under the Agreement, any person authorized by you to use service, or any authorized user that you set up as an entitled user. The words "**we**", "**us**", and "**our**" mean the Credit Union. The word "**account**" means any one or more accounts you have with us. "**Online Banking**" means any activity conducted by you on Navigator Credit Union's website, navigatorcu.org, including Bill Pay transactions and any future Services used by you on Navigator's website. "**Mobile Banking**" means any activity conducted by you on Navigator Credit Union's mobile app, including Bill Pay, and any future Services used by you on Navigator's Mobile App. "**Service(s)**" means any activity or functionality offered by Navigator Credit Union or its Service Providers through Mobile or Online Banking, including Bill Pay.

Account Access. You may access your account using 'N Touch Web any time, seven days a week, twenty-four hours a day, via the internet at www.navigatorcu.org or Navigator Credit Union Mobile App; except during any scheduled or unscheduled interruptions in the Service for maintenance, security, or other reasons.

Information. Under the terms of this Agreement, you may use the Service, including but not limited to, access and view account information, move money electronically and perform authorized transactions, apply for certain products and services.

Periodic Statements. Statements will be received as outlined in "Your Account Agreement".

Types of Available Transfers Using Mobile and Online Banking.

Internal Account Transfers. You may use the service to transfer funds to and from your share accounts on a one-time or recurring basis. You may use the service to make loan payments from your share accounts.

Transfers to another Member of the Credit Union. You may use the "Member to Member Accounts" Service to make one-time transfers from your savings or checking account to another member's account at Navigator Credit Union. The transfer can be completed by having the other member's name and Navigator account number OR by utilizing the M2M Code.

External Account Transfer. Allows you to move money between Your Navigator Account and accounts at different financial institutions that are owned by you. You may have as many as five inbound transfers totaling \$1,000 per day and as many as five outbound transfers totaling \$10,000 per day. By enrolling or using the External Account Transfer Service, you agree to the terms and conditions of the External Account Transfer Service Agreement.

Transfer Limitations: At any time the Credit Union has the right to decrease, increase or eliminate transfer limits for services utilized through Online and Mobile Banking. Including but not limited to dollar amount limits and timeframe limits.

Notify us AT ONCE if you believe 1. Your account may have been accessed without your authority; 2. Your card, PIN or password has been lost or stolen; 3. Someone has transferred or may transfer money from your account without your permission; or 4. An electronic funds transfer has been made without your permission using information from your check.

You may notify the Credit Union by: calling 228-475-7300 or 800-344-3281, or email us at NTouch@navigatorcu.org, or write to Navigator Credit Union, PO Box 1647, Pascagoula, MS 39568-1647 or in person at a branch location or through the Message Center (available once signed into Online or Mobile Banking).

Protecting Your Password and Ensuring the Security of Your Device. You agree to accept responsibility for safeguarding and protecting your Password, Reset Question and Answer, Challenge Questions and Answers, or any other credentials used to access Mobile or Online Banking. You agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials or allowed to use your Mobile Banking and/or Online Banking and any Services provided within. In order to help prevent unauthorized transactions on Mobile and Online Banking, you also agree to ensure the security of the personal computer (PC) you own and/or use to access Online Banking, and of any mobile device you use to access Mobile Banking. By securing the PC you own and/or use, we specifically mean installing antivirus software, a firewall, and spyware detection software on your PC, and keeping this security software current, or verifying that the above security software has been installed and is current. You also agree that Navigator Credit Union may revoke the Mobile and Online Banking Service if unauthorized Mobile or Online Banking occurs as a result of your negligence in safeguarding the Password, Reset Question and Answer, and Challenge Questions and Answers, or as a result of your negligence in ensuring the security of the PC you own and/or use to access the Navigator Credit Union Online Banking Service, as described above, or of the mobile device used to access Mobile Banking.

Your Account Ownership and Contact Information. You represent that you are the legal owner or authorized user of the account and other financial information, which may be accessed via Mobile or Online Banking. You represent and agree that all information you provide us in connection with Mobile or Online Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating Mobile or Online Banking Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up to date, and accurate. It is your sole responsibility to ensure that your contact information (including but not limited to phone number, email and address) with Navigator Credit Union is current and accurate. You may change your contact information by editing your profile via the Navigator Credit Union Mobile App or Online Banking. You may also change your contact information by calling 228-475-7300 or 800-344-3281, or in person at a branch location.

Service Cancellation, Termination, or Suspension. You agree that we may terminate or suspend your use of the Service(s) at any time and for any reason or no reason; and with or without notification to you. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Any payment(s) that we have already processed before the termination or suspension date will be completed by us. All Scheduled Payments (including recurring payments) will not be processed once the Service(s) is/ are terminated or suspended.

Navigator Credit Union reserves the right to deny access to the Service(s) or any part thereof, or to deny the processing of transactions, for account or loan delinquencies or in order to prevent or stop fraud or illegal activity or to maintain or restore security or performance to the Site. We may do so if we reasonably believe your account(s) has been or may be used by an unauthorized person(s) or for fraudulent or illegal activity.

Any breach of this Agreement immediately terminates your right to use the service.

Account Information: We may disclose information to third parties about your account or the transactions you make: 1) When it is necessary for completing transactions, or 2) In order to verify existence and condition of your account for a third party such as a credit bureau or merchant, or 3) In order to comply with government agency or court orders, or 4) If you give us written permission, or 5) Where necessary for activating additional services.

Disputes. In the event of a dispute regarding the Service, you and the Credit Union and/or the Service Provider agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is a complete and exclusive statement of the agreement between you and the Credit Union and/or Service Provider which supersedes any proposal or prior agreement, oral or written, between you and the Credit Union and/or Service Provider relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Credit Union and/or Service Provider says and the terms of this Agreement, the terms of this Agreement will prevail.

No Waiver. The Credit Union and/or Service Provider will not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Credit Union and/or Service Provider. No delay or omission on the part of the Credit Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Amendments. We may amend this Agreement, and any applicable fees and charges for the Services at any time by providing you notice as required by law. Any use of the Service after the Credit Union provides you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise, update, upgrade, or enhance the Services and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Services, and/or related applications and material, and limit access to only the Services' more recent revisions, updates, upgrades, or enhancements.

Fees: Refer to the Truth in Savings Disclosure "Fee Schedule" for any fees for services. From time to time the fees may be changed. We will notify you of any changes as required by law.

Relationship to Other Agreements. You agree that when you use Mobile and Online Banking Services, you will remain subject to the terms and conditions of all existing agreements with our affiliates and us. You acknowledge that certain wireless service providers and/or wireless carriers may assess fees, limitations, and/or restrictions that might impact your use of Mobile or Online Banking (for example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with Mobile Banking, including downloading the software, receiving or sending Mobile Banking text messages, or other use of your wireless device when using the software or other products and services provided by Mobile Banking). You expressly agree that you are responsible for all such fees, limitations, and restrictions.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

LIMITS OF THE CREDIT UNION'S RESPONSIBILITIES: MEMBER AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY CREDIT UNION, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AFFILIATES, SERVICE PROVIDERS, CONTRACTORS, AND ALL PERSONS IN PRIVITY WITH IT FROM AND AGAINST ANY LIABILITIES, CLAIMS, LOSSES, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS) OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, ARISING IN CONNECTION WITH ANY ASPECT OF THE SERVICE, OR THE INABILITY TO USE SERVICES, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES,

EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EVEN IF THE LOSSES RESULTED FROM THE NEGLIGENCE OF THE PARTIES INDEMNIFIED HEREIN.

EXCLUSIONS OF WARRANTIES. THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE CONTINUOUS, UNINTERRUPTED OR BE ERROR-FREE OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL).

ARBITRATION. Except as expressly provided below or otherwise prohibited by law, either you or we may elect, without the other’s consent, to require that any dispute between us concerning or related to, directly or indirectly, your account(s), any service related to your account(s), and/or any service provided by the Credit Union whatsoever, including but not limited to loan account(s), any solicitation, change or cost, collection of amounts due, recovery of collateral, statements, representations, be resolved by binding arbitration. You further agree that any such arbitration shall take place in Harrison County, Mississippi. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction thereof. This agreement to arbitrate shall include any claim involving, but not limited to, our officers, directors, employees, agents, representatives, contractors, subcontracts, parent, subsidiaries, affiliates, successor, and assigns. No provision of this Agreement, nor the exercise of any right under this Agreement, shall waive the arbitration requirement or limit our right to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during, or after the pendency of any arbitration; (2) exercise self-help remedies, such as set-off; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust, or applicable law; (4) exercise any other rights under this agreement upon the breach of any term or condition herein; or, (5) to proceed with collection of an account through all other legal methods, including, but not limited to, proceeding in court to obtain judgment. As a matter of example, if we elect to pursue a judgment utilizing the court system and you file a counterclaim, any such counterclaim will be controlled by this agreement to arbitrate.

The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association (“AAA”) or JAMS. For AAA, the arbitration will be conducted in accordance with the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules. For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures. If there is a conflict between a particular provision of the AAA or JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the below class action waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails.

Any and all arbitration will take place on an individual basis; class arbitrations and class actions are not permitted, regardless of when the claim or cause of action arose or accrued, or when the allegations or facts underlying the claim or cause of action occurred. YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM

OR CAUSE OF ACTION OCCURRED.