



U.S. Eagle Federal Credit Union Mobile Banking Agreement

Effective 07/01/2018

Please read these Agreements carefully before accessing or using this service. By accessing or using the service, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use the service.

Description of Services

Mobile Banking is a personal financial account management service that allows you to view balances and recent account activity, and conduct certain Transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices (collectively, "Mobile Devices"). U.S. Eagle Federal Credit Union Mobile Banking includes Short Message Service (SMS)/Text Banking ("Mobile Text"), Wireless Application Protocol (WAP) Banking ("Mobile Web") and Mobile Application Banking ("Mobile App"). We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any Transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming. The most up-to-date list of Services which you may be able to access through Mobile Banking is posted on our website at www.useagle.org/bank/online-services/mobile-banking.

Electronic Communications

Mobile Banking is an electronic internet based service. Therefore, you understand that the Mobile Banking Agreement will be entered into electronically.

- You have the right to have this disclosure provided or made available on paper or in non-electronic form;
- You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your Online and Mobile Banking service;
- The consent to receive electronic consumer disclosures applies to all future required consumer disclosures in connection with the Online and Mobile Banking services;
- After clicking the "I Accept" button, you may request a paper copy of this consumer disclosure by calling us at 505-342-8888 or 1-888-342-8766.
- You understand that to access and retain this disclosure and to use the Online Banking service, you must have the following: a personal computer with an Internet browser that has "cookies" enabled and supports 128 bit encryption, an Internet connection for the personal computer, an e-mail address, and either a printer or sufficient electronic space to store this disclosure.

You will be notified 30 days prior to any change in terms of this Agreement on our Online Banking webpage and with your statement.



Mobile Banking Services. The following terms and conditions apply to the Mobile Banking service.

a. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions. To utilize the Mobile Banking service, you must be enrolled in Online Banking.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the service at any time.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by law.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. The credit union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

b. Use of Service. In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the service or your device.

c. Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements the credit union except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your



mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this service is also subject to the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Online Banking Agreement, Account Rate and Fee Disclosures, and your loan agreements. You should review the account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

d. Permitted Mobile Banking Transfers. Transactions in Mobile Banking are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Account Rate and Fee Disclosures, and your loan agreements. You may transfer or withdrawal up to the available balance in your account at the time of the transfer, except as limited under this agreement or your deposit or loan agreements. The credit union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may process transfers that exceed your available balance at our discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees. We may limit the type, frequency and amount of transfers for security purposes and may change or impose the security limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

e. You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

i. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

ii. **User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.



We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

iii. User Conduct: you agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

iv. No Commercial Use or Re-Sale. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

v. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the credit union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (i) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (ii) your violation of any law or rights of a third party; or (iii) your use, or use by a third party, of Mobile Banking.

Mobile Deposit Terms and Agreement

Description of Service:

Mobile Remote Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device. After you login to Mobile Banking, you may use Mobile Remote Deposit if you are eligible. By accepting the terms and conditions, you acknowledge and accept the rules and requirements of this agreement. The terms of this agreement are in addition to any account agreements, disclosures and other



documents in effect from time to time governing your account including but not limited to the U. S. Eagle Federal Credit Union Membership Application and Agreement and the Online Banking Agreement.

Limits:

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this agreement, and we will not be obligated to allow such a deposit at other times.

Eligible items:

You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand.)

Check Endorsement Requirements:

Prior to scanning a check, you will restrictively endorse the back on the check with your signature and the words “**for mobile deposit only**”. Checks must be endorsed as written to the payee. Checks must be endorsed within endorsement guidelines. Third party checks may not be accepted for deposit

You agree that you will not use Mobile Remote Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

Receipt of deposit:

All images processed for deposit through Mobile Remote Deposit will be treated as “deposits” under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive. Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Storage, security and destruction/disposal of the original check:

After you receive confirmation that we have received an image, we recommend you securely store the original check for sixty (60) days after transmission to us and make the original check accessible to us at



our request. Upon our request from time to time, you will deliver to us within two (2) business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the sixty (60) retention period expires, destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Rejection of deposits:

After we receive check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such checks. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Credit Union for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us relating to such deposits. We are not liable for any service or late charges that may be imposed against you due to rejection of any check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for remote deposit, you must physically deposit the original check.

Your Warranties:

You make the following warranties and representations with respect to each image; 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 check. The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate. Your restrictive endorsement is executed as outlined above. 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 a payment based on an item that has already been paid. There are no other duplicate images of the original check. The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check. You are authorized to enforce and obtain payment of the original check you have possession of the original check and no party will submit the original check for payment. 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.

Compliance with Law:

You will use Mobile Remote Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Limitations of Service:

When using the service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. In the event that Mobile Remote Deposit is unavailable, you may deposit original checks at our branches or through a participating ATM. Some of the services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

Availability of Funds:

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 5:00p.m. on a business day that we are open, we consider the day of your deposit. Otherwise, we will consider that the deposit was made the next business day. by the Service, we consider that day to be the day of your deposit. Funds deposited using the Services will generally be made available in two business days from the day of deposit. U. S. Eagle Federal Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as U. S. Eagle Federal Credit Union in its sole discretion deems relevant.

Errors and Unauthorized Use:

We will provide you with periodic statements that will identify the deposits that you make through the Service. You must notify us of any errors (or suspected errors) related to the items deposited through Mobile Deposit as soon as possible after they occur, and in no event later than 60 days after the related account statement is sent. Unless you notify us within this time period, the account statement containing the deposits made through the Mobile Deposit is deemed correct, and you cannot bring a claim against us for any alleged errors. You also agree to notify us immediately if you become aware of any loss or theft of, or any unauthorized use of the Mobile Deposit or your security credentials.

Mobile Remote Deposit Security:

You will complete each deposit promptly. 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. You will notify us immediately if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Accountholder's Indemnification Obligation.

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive termination of this Agreement.

DISCLAIMER OF WARRANTIES:

YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY.

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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 THIS 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.