

## **United Southeast Federal Credit Union Mobile Access Agreement and Disclosure**

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.

### **Electronic Communications**

Mobile Access is an electronic internet based service. Therefore, you understand that the Mobile Access 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;
- The consent to receive electronic consumer disclosures applies to all future required consumer disclosures in connection with the Online Access and Mobile Access services;
- After clicking the "I Accept" button, you may request a paper copy of this consumer disclosure by calling us at toll free at (888) 202-1212 or locally at (423)989-2100;
- You understand that to access and retain this disclosure and to use the @ccessUS Online Access 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 via our @ccessUS Online Access webpage and with your statement.

### **Mobile Access Services**

The following terms and conditions apply to the Mobile Access service:

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

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 Access. We also reserve the right to modify the scope of the service at any time.

We may offer additional Mobile Access services and features in the future. Any such added Mobile Access services and features will be governed by this agreement and by any terms and conditions provided to you at the time the new Mobile Access 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 Access services we offer without notice, except as may be required by law.

Mobile Access 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 Access, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Access in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Access. 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 Access. 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. You will not hold the credit union liable for any incompatibility of the Software with your mobile device or for any loss or damage to any mobile device which may be caused by the Software or the installation process.

c. Other Agreements. You agree that, when you use Mobile Access, 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 Access (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Access), 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 credit union product accessed through this service is also subject to the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Online Access 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 Access.

d. Permitted Mobile Access Transfers: Transactions in Mobile Access 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 Access 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 Access. You represent and agree that all information you provide to us in connection with Mobile Access is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Access. 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 Access.

ii. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Access. You agree not to leave your Device unattended while logged into Mobile Access 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 Access, 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.

iii. User Conduct: You agree not to use Mobile Access or the content or information delivered through Mobile Access 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 Access 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 Access; (i) interfere with or disrupt the use of Mobile Access by any other user; or (j) use Mobile Access 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 Access or resell, lease, rent or distribute access to Mobile Access.

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 Access.

vi. Availability. We make no representation that any content or use of Mobile Access is available for use in locations outside of the United States. Gaining access to Mobile Access from locations outside of the United States is at your own risk.