

## **Security Service Federal Credit Union (SSFCU) Mobile Banking Application Services Agreement**

This Agreement sets forth the terms and conditions for use of Security Service Federal Credit Union's Mobile Banking Application ("App") offered by Security Service Federal Credit Union ("we", "our", "us") to you as a member ("you", "your" or "User") of Security Service Federal Credit Union. Security Service Federal Credit Union operates Mobile App under the name "myBranch".

### **I. Accepting this Mobile Banking Services Agreement (the "Agreement")**

By clicking "I Agree" at the end of this document when you register for SSFCU's Mobile Banking App, you agree to abide by the terms and conditions set forth in this Agreement.

### **II. Mobile Banking Service**

#### **A. Description of Services**

SSFCU's Mobile Banking App provides you with the ability to access your SSFCU accounts through your Mobile Device and will provide you the ability to perform services, such as, view account balances and transaction detail, transfer funds between your SSFCU accounts, make bill payments to established bill payees, deposit checks and locate SSFCU Service Center locations and ATMs. All services may not be available to all users. Other services may be available or may be added in the future. We reserve the right to modify the scope of the services at any time.

We reserve the right to refuse to make any transfer or transaction you request through the SSFCU Mobile Banking App. You agree and understand that our Mobile Banking App may not be accessible or may have limited utility over some mobile telephone networks, while roaming or otherwise. When you register for SSFCU's Mobile Banking App, you designate the SSFCU accounts that will be accessible to you through the SSFCU Mobile Banking App on your Mobile Device.

#### **B. Use of Services**

You accept full responsibility for making sure that you understand how to access and use the SSFCU Mobile Banking App before you actually do so and for using it in accordance with the online instructions posted on our website. You also accept full responsibility for making sure that you know how to properly use your mobile device and the software that enables you to access and use our Mobile Banking App. Regardless of any changes we may make in accessing or using our Mobile Banking App and the services, you are responsible for making sure that you understand how to access and use them. We will not be liable to you for any losses, costs or damages caused by your failure to properly access or use our Mobile Banking App or its services, or on your Mobile Device.

#### **C. Relationships to Other Agreements**

You agree that when you accept this Agreement, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Agreement does not amend or supersede any of those agreements. The accounts you access using our Mobile Banking App continue to be subject to the terms and conditions of SSFCU's "All About You Account" Disclosure, Truth-in-Savings Agreement, Fee Schedule and Online Banking Agreement or other applicable account disclosures with us. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of our Mobile Banking App (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of our Mobile Banking App, including while downloading the software or other use of your Mobile Device when using the software to access and use our Mobile Banking App), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your Mobile Device service carrier or provider is responsible for its products and services and that any issues that arise

regarding such products and services will be resolved with the provider and carrier. You agree that we shall not be liable or responsible for resolving any such provider or carrier issues, nor for any associated costs, losses or damages. You also agree that if you have any problems with our Mobile Banking App and its services that you will contact us directly.

#### **D. SSFCU Mobile Banking - Transfers/Transactions**

You may use our Mobile Banking App to transfer funds between your eligible SSFCU deposit and credit accounts ("Internal Transfer") and to request bill payments to established payees ("Bill Payments").

Federal regulation limits the number of transfers and withdrawals you may make from your Savings or Money Market Accounts to six per calendar month or statement cycle (or similar period) of at least four weeks, to another account (including a transaction account) of yours at the credit union or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, which includes online and mobile banking transfers. A preauthorized transfer includes any arrangement by the credit union to pay a third party order received through an automated clearing house (ACH) or any arrangement by the credit union to pay a third party from your account at a predetermined time or on a fixed schedule. If you exceed these transfer limitations, your account will be subject to closure by the credit union.

For consumers, other transaction limitations are provided in the Electronic Fund Transfers Your Rights and Responsibilities section of the "All About Your Security Service Accounts" disclosure, which is made part of this Disclosure and hereby incorporated by reference.

We may also limit the type, frequency and amount of transfers/transactions for security purposes and may change or impose the limits without notice, at our option.

#### **E. SSFCU Mobile Banking – Mobile Check Deposit**

Mobile Check Deposit allows you to remotely deposit paper checks to your SSFCU personal or business account by electronically transmitting a digital image of the paper check for deposit.

##### Eligibility and Qualification Requirements

To qualify for Mobile Check Deposit, you must meet the following eligibility requirements:

- All your SSFCU deposit and loan accounts are current and in good standing.
- You have been a member for at least 60 days.
- Have a valid email address.

If your eligibility status changes, you will not be able to use Mobile Check Deposit until the issue is resolved.

##### Accounts

Deposits using Mobile Check Deposit can be made only to your Checking, Savings or Money Market accounts. Deposits to Share Certificates (CDs), IRA accounts or any loan products cannot be made using Mobile Check Deposit.

##### Eligible Items for Mobile Check Deposit

You agree to scan and deposit only "checks" as defined in the Federal Reserve Regulation CC, Availability of Funds and Collection of Checks. The check must be properly endorsed. The check image must also accurately and legibly provide all the information on the front and back of the check.

### Ineligible Items for Mobile Check Deposit

You agree not to deposit any ineligible items using Mobile Check Deposit. All checks processed through Mobile Check Deposit are subject to review and approval. The following items are not eligible to be deposited through Mobile Check Deposit.

- Third party checks
- Post dated checks
- Stale dated checks
- Previously deposited checks or check images
- Checks or items containing alteration to any of the fields on the front of the check
- Checks or items not payable in US currency
- Checks drawn on a foreign bank with a non-US routing number
- Money order and travelers checks
- Amex Gift Cheques
- Savings Bonds
- Checks that require authorization
- Any items stamped with a “non-negotiable” watermark
- Cash

### Deposit Limitations

We reserve the right to impose daily/weekly/monthly limits on the amount and/or number of items deposited through Mobile Check Deposit. Daily limits are based on business days. For Mobile Check Deposit, the business day cut-off is 7:00 pm CST. Business days are Monday through Saturday, excluding Federal holidays.

### Funds Availability

Credit given for the mobile deposit is provisional and subject to final approval of the item. The availability of the funds is dependent on the deposit amount and your account status. Up to the first \$1,000 of the deposit made through Mobile Check Deposit may be available immediately. The amount of the deposit in excess of the initial \$1,000 will be made available in 2 business days. If we have reasonable belief that a check is uncollectible, we will notify you that the deposit is subject to an extended hold and when the funds will be made available. You will be notified of the hold through mail or email no later than the day after we receive the deposit. Reasons for extended holds are listed in SSFCU’s “All About Your Security Service Accounts” Disclosure.

### Retention and Disposal of Items

You agree to retain the check in safekeeping in a secure environment for at least 60 calendar days from the date of the mobile deposit transmission. After 60 days, you agree to destroy the check that you transmitted, mark it “VOID” or otherwise render it incapable of further transmission, deposit, or presentment. You agree that you will never represent the check to SSFCU or any other financial institution. SSFCU assumes no liability for losses you may incur if the receiving institution does not accept your image and you are unable or unwilling to present the original check for payment.

## **III. Your Responsibilities**

When you use your Mobile Device to access accounts you designate during our Mobile Application registration process, you agree to the following:

### **A. Account Ownership/Accurate Information**

You are authorized to access the financial information on the Account(s) via our Mobile Banking App. You represent and agree that all information you provide to us in connection with our Mobile Banking App is accurate, current and complete, and that you have the right to provide such information to us for the

purpose of using our Mobile Banking App. 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 Mobile Device you will use to access our Mobile Banking App.

**B. User Security**

You agree not to give or make available your SSFCU Mobile Banking App User Name, Password or other means to access our Mobile Banking App to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using our Mobile Banking App. If you permit other persons to use your Mobile Device, SSFCU Mobile App User Name and Password or other means to access your accounts through our Mobile Banking App, you are responsible for any transactions they authorize. If you believe that your SSFCU Mobile Banking App User Name, Password, Mobile Device or other means to access your accounts through our Mobile Banking App has been lost or stolen or that someone may attempt to use our Mobile Banking App to access your accounts or has transferred money without your consent, you must notify us promptly.

For consumers, more details are provided in the Electronic Fund Transfers Your Rights and Responsibilities section of the "All About Your Security Service Accounts" disclosure, which is made part of this Agreement and hereby incorporated by reference.

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

**C. User Conduct**

You agree not to use our Mobile Banking App or the content or information delivered through our Mobile Banking App in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or 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 our Mobile Banking App 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 service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, unlawfully threatening or unlawfully harassing; (g) be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Services; (i) interfere with or disrupt the use of our Mobile Banking App by any other user; or (k) use our Mobile Banking App in such a manner as to gain unauthorized entry or access to the computer systems of others.

**D. Proprietary Rights**

You may not copy, reproduce, distribute, or create work from this content. Further, you agree not to reverse engineer or reverse compile any technology relating to our Mobile Banking App, including, but not limited to, any software or other associated Mobile Device applications.

**E. No Commercial Use or Re-sale**

You agree that our Mobile Banking App is for your personal or business use only and you agree not to resell or make commercial use of it.

**F. Indemnification**

Unless caused by our intentional misconduct, you agree to protect and fully indemnify us 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 your improper access to and use of the Services or the Software or your infringement of any intellectual property rights.

**G. Service Charges**

You agree to pay related account transaction fees and charges in accordance with SSFCU’s current fee schedule and as amended from time to time. The current fee schedule may be found on our website, [www.ssfcu.org](http://www.ssfcu.org). In the future, we may add to or enhance the services and features offered through our Mobile Banking App. By using such added or enhanced features, you agree to the fees in accordance with the SSFCU fee schedule in effect at that time.

**H. Changes or Cancellation**

We reserve the right to change or cancel your access to and use of our Mobile Banking App at any time without notice. You agree that we will not be liable to you or any third party for any discontinuance of SSFCU’s Mobile Banking App.

By clicking “I Agree” below, you agree to the terms and conditions of this Agreement.