

# PARTNERS FEDERAL CREDIT UNION

## MOBILE BANKING SERVICE AGREEMENT

This Mobile Banking Service Agreement (“Agreement”) sets forth the terms and conditions for mobile banking services that Partners Federal Credit Union may provide to you. The words “we,” “us,” “our” and “Credit Union” mean Partners Federal Credit Union. The words “you” or “your” mean each and all those who use the Mobile Banking Service (defined below). Your Truth-in-Savings Agreement and Disclosure, Electronic Fund Transfer Agreement and Disclosure Statement, and other disclosures provided to you are hereby incorporated into and made a part of this Agreement. In the event of a discrepancy between this Agreement and the terms and conditions of other disclosures we provide to you, this Agreement will govern your use of the Mobile Banking Service to the extent of any inconsistency.

- 1. Services.** The mobile banking service (“Mobile Banking” or the “Mobile Banking Service”) is a personal financial information management service that allows you to access your Credit Union account information, products and services similar to Partners Online Banking (online banking) and engage in financial transactions using a wireless device such as a cell phone, smartphone, personal digital assistant or tablet computer. To access the Mobile Banking Service, your mobile device must be Internet-enabled and connected to the Internet through your mobile communications service provider. Some features and services available through Partners Online Banking may not be available via Mobile Banking. By accessing Mobile Banking, you agree to comply with the terms and conditions of this Agreement. We reserve the right to refuse any transaction you request through Mobile Banking. You understand and agree that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. When you register for Mobile Banking, designated accounts linked to your account through Partners Online Banking will be accessible through the Mobile Banking service.
- 2. Minimum Mobile Communication Device Requirements.** To use the Mobile Banking Service, you must be registered to use Partners Online Banking and have a valid Account Number/User ID and Password/ID. You must also have a mobile device with a service plan that includes text messaging and data and Internet access with Secure Socket Layer (SSL) capability. Third party fees may apply for data and internet access and text messaging. Contact your mobile device carrier for additional information.
- 3. Mobile Banking Service Availability.** We will use reasonable efforts to make the Mobile Banking Service available for your use on a continuous basis. We do not guarantee functionality of the Mobile Banking Service on all mobile devices, on all communications networks, in all geographic regions, or at all times. Mobile Banking may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Mobile Banking Service may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish the Mobile Banking Service in those instances, but we do not guarantee the Mobile Banking Service will always be available for your use. We may elect to discontinue Mobile Banking (or any of the services that we provide, from time to time, through Mobile Banking) at any time. If we choose to discontinue Mobile Banking, we will provide you with reasonable notice. In the case of a disaster, your Mobile

Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of the Mobile Banking Service, or your inability to access Mobile Banking, or to execute Mobile Banking functions.

**4. Types of Available Transactions.** You may use Mobile Banking to perform the following transactions:

- Transfer funds between your accounts.
- Make account inquiries.
- View account histories.
- Transfer funds from your savings or checking account to make Credit Union loan payments.
- Initiate bill payments to payees.
- Transfer funds between other financial institutions.
- Initiate transfers to other Members' accounts at the Credit Union if the accounts have been linked at a Branch.
- Find ATM and Branch locations/mapping, including the use of GPS location.
- View Credit Union and mobile application FAQs.
- View general Credit Union information.

**5. Mobile Banking Limitations.** Mobile Banking cannot be used to:

- Update or manage connections to other financial institutions.
- Initiate transfers to other Members' accounts at the Credit Union unless the accounts have been linked in-Branch. Linking accounts can only be done in-Branch.

**6. Mobile Device.** Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so. You also accept responsibility for making sure that you know how to properly use your mobile device. You agree that you will not install software onto your mobile device that you are not familiar with or have not read the terms and conditions for that software. You agree to download mobile security software updates when available. Your mobile device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk. In the event we change or upgrade the Mobile Banking Service, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. You agree that your mobile device will be locked if it is left unattended. You agree to log off of Mobile Banking at the completion of your online session. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your mobile device.

**7. Mobile Banking Messages.** You understand and agree that Mobile Banking messages may not be encrypted and may contain personal or confidential information about you, such as your mobile phone number, your wireless provider's name, and the date, time and content of any mobile banking messages including account activity, balance and status of your accounts and other information that you or we may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop and impose the Mobile Banking Services. Our Mobile Banking Services include, with your permission, location services that allows the app to use information from cellular

Wi-Fi, Global Positioning System (GPS) networks and Bluetooth to determine your approximate location. We will use your device's location to send periodic notifications about Member Services relevant to your geographic area. You can turn Location Services on or off through the settings on your device. If you turn on Location Services, you agree that we may notify you of services and offers through the app and that this acceptance supersedes any and all other opt outs you may have expressed with regard to notifications and marketing materials about Member Services relevant to your geographic area.

- 8. Confidentiality.** You can see a full description of our privacy policy by clicking on the "Privacy Policy" link located on Partners Federal Credit Union's Website. As discussed in more detail in our Privacy Policy, we will only disclose information to third parties about your account or transfers you make:
- Where it is necessary for completing transfers, or
  - In order to comply with government agency or court orders, or
  - If you give us your written permission.
- 9. Relationship to Other Disclosures.** The terms and conditions in this Agreement apply only to the Mobile Banking Service described herein. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carriers or providers (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.), 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 (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading software, receiving or sending Mobile Banking text messages, or other use of your mobile device when using software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.
- 10. Ownership.** You acknowledge and agree that a third party provider or licensor to the Credit Union is the owner of all right, title and interest in and to the downloaded software used to access the Mobile Banking Service from the Credit Union and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist.
- 11. Mobile Banking Software License.** Subject to your compliance with this Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the software on your mobile device within the United States and its territories. In the event that you obtain a new or different mobile device, you will be required to download and install the software to that new or different mobile device. This License shall be deemed revoked immediately upon (i) your

termination of Mobile Banking in accordance with this Agreement; (ii) your deletion of the software from your mobile device; or (iii) our written notice to you at anytime with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the software from your mobile device.

**12. Representations and Warranties.** When you use Mobile Banking to access your accounts, you make the following representations and warranties to us:

- 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 operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- You are an authorized user of the mobile device you will use to access Mobile Banking.
- You will not copy, reproduce, distribute, or create derivative works from any content delivered to you through Mobile Banking. You will not reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any software or other mobile phone applications associated with Mobile Banking.
- You will not 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 publicity or privacy; (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) gain unauthorized entry or access to the computer systems of others.
- You will use the Mobile Banking service for personal use only.
- Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold us and our service providers harmless 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 use of Mobile Banking or your breach of any representation or warranty in this Agreement.
- You will not give or make available your Mobile Banking Personal Identification Number (the "PIN") or other means to access your account to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your mobile device and PIN or other means to access Mobile Banking, you are responsible for any transactions they authorize.

**13. Service Charges.** There is currently no charge for Mobile Banking. We reserve the right to add to or enhance the features of Mobile Banking and charge a fee in the future.

**14. DISCLAIMER OF WARRANTIES.** YOU UNDERSTAND AND AGREE THAT YOUR USE OF MOBILE BANKING IS AT YOUR RISK. YOU ALSO UNDERSTAND AND

AGREE THAT THE MOBILE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE MOBILE BANKING SERVICE, WHETHER EXPRESSED 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 MOBILE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE MOBILE BANKING SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR THE CREDIT UNION’S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR MOBILE DEVICE, PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

**15. LIMITATION OF LIABILITY.** If we do not properly complete a transfer to or from your Credit Union account on time, for the correct amount, and/or to or from the account specified according to your transfer instructions and our Agreement with you, we will be responsible for your losses, as further described below, but in no event will we be liable for any special or consequential damages, unless required by applicable law. However, there are some exceptions.

For instance, we will not be liable in the following circumstances:

- If, through no fault of ours, you do not have enough available funds in your account to make a transfer.
- If you provide an incomplete or incorrect login ID or password, or you do not enter a correct passcode supplied by the Credit Union to authenticate your identity, or because your login ID or password has been repeatedly entered incorrectly, or you have not properly followed any applicable computer, Internet, or Credit Union instructions for making transfers or using Mobile Banking.
- If the funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If we received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house, or a terminal owner).
- If you, or anyone you allow, commits any fraud or violates any law or regulation or if any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.
- If any part of the Mobile Banking system was not working properly and you knew about the breakdown when you started the payment or transfer or, in the case of a recurring payment or transfer, at the time such payment or transfer should have occurred.

- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a payment or transfer.
- If our failure to complete the transaction is done to protect the security of your account and/or the Mobile Banking system.
- If the transferee or payee mishandles or delays a transfer or payment.
- If delays in processing and/or payment are caused by third-party software and/or services.
- If circumstances beyond our control (such as fire, flood, earthquake, computer system failure, telecommunication outages, postal strikes, equipment, power failure or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

There may be other exceptions and we may establish other exceptions in addition to those not specifically mentioned above.

Provided that no exceptions are applicable, if we cause an incorrect amount of funds to be removed from your account, or cause funds from your account to be directed to a person or entity which does not comply with your transfer or payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

**THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE MOBILE BANKING SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE MOBILE BANKING SERVICE, OR YOUR BREACH OF THIS AGREEMENT, 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.**

**16. Lost or Stolen Mobile Device or PIN.** If you believe that your PIN, mobile device or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly by calling Member Services at (800) 948-6677.

**17. Your Duty to Indemnify Us.** You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from (1) your use of the Mobile Banking Services, (2) your provision of a telephone or mobile phone number, email address or other delivery location that is not your own, or (3) your violation of applicable federal, state or local law, regulation or ordinance. Your obligations under this paragraph will survive termination of this Agreement.

**18. Amending this Agreement.** We may amend this Agreement at any time by sending notice as described in your Partners Mobile Banking Agreement. You may choose to accept or decline

the change. By continuing to use Mobile Banking after the effective date stated in the notice, you are deemed to accept that change.

- 19. Termination of Mobile Banking.** You may disable the mobile user and/or device by calling us at (800) 948-6677. If you terminate Partners Online Banking your participation in Mobile Banking will also be terminated. We may terminate your use of Mobile Banking at any time without notice. We may immediately suspend or terminate your access to Mobile Banking in the event we reasonably determine such suspension or termination is necessary in order to protect the Mobile Banking Service or the Credit Union from harm or compromise of integrity, security, reputation or operation or that you are in breach of this Agreement or are otherwise using Mobile Banking in a manner inconsistent with the terms of this Agreement or with applicable law. You agree that we will not be liable to you or any third party for any discontinuance of Mobile Banking.
- 20. Governing Law.** You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.
- 21. Waiver.** The failure of either you or us to seek a redress for violation, or to insist upon the strict performance of, any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.
- 22. No Assignment.** You may not assign this Agreement. We may assign this Agreement to a third party without prior notice to you.
- 23. Severability.** A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.
- 24. Relationship.** This Agreement does not create, and shall not be construed to create, any joint venture or partnership between you and us. No officer, employee, agent, servant, or independent contractor of either of us shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.
- 25. Force Majeure.** You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or cost of any kind resulting from any delay or interruption in the Mobile Banking Service due to causes beyond our reasonable control.
- 26. Unauthorized Access/Transfers.** Tell us AT ONCE if you believe your password has been lost, stolen or if you believe someone has scheduled transfers or may schedule transfers or otherwise use your account without your permission. Telephoning is the best way of keeping your possible losses down. Telephone us at (800) 948-6677, email us by using Partners Online Banking or write us at P.O. Box 10000, Lake Buena Vista, FL 32830. A written notification from you should follow your telephone call.

If you believe your password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone has used your password without your permission. If you do NOT tell us within two (2) business day after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

**27. In Case of Errors or Questions about Your Account.** Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must tell us no later than sixty (60) days after the FIRST statement is sent to you on which the problem or error appeared.

Telephone us at (800) 948-6677, email us by using Partners Online Banking or write us at P.O. Box 10000, Lake Buena Vista, FL 32830.

1. Tell us the name and account number
2. Describe the error or transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information
3. Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you (or within twenty (20) business days, in the case of a claim made within thirty (30) calendar days after an account is opened (“New Account”)) and will correct any error promptly. If we need more time, however, we may take forty-five (45) days to investigate your complaint or question.

If we decide to do this, we will re-credit your account within ten (10) business days (twenty (20) business days for New Accounts) for the amount you think is in error, so that you will have use of the money, during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do NOT receive your complaint or question within ten (10) business days, we may not re-credit your account. If we decided there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.