



Mobile Banking Agreement and Disclosure

1. Introduction

Federal Employees of Chippewa County Credit Union strives to provide you with the highest quality Mobile Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement") and the Electronic Funds Transfers Agreement and Disclosure.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking service 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 required by Law.

2. Definitions

As used in the Agreement and Mobile Banking services, the following words have the meanings given below:

"Account(s)" means your eligible FECCCU checking, savings, loan, certificate of deposit, and other FECCCU products that can be accessed through Mobile Banking.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. **Your wireless carrier may assess fees for data or text messaging services. Please consult your wireless plan or provider for details.**

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

"We," "Us," "Credit Union," and "FECCCU" means Federal Employees of Chippewa County Credit Union.

3. Mobile Banking Service

Description of Service. 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. Mobile Banking allows you to access your FECCCU account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize the Mobile Banking service, you must be enrolled to use 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 may also reserve the right to modify the scope of the Service at any time.

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. FECCCU 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.

Use of Service. 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.

Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any affiliated services 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 Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to the use of Mobile Banking.

4. Permitted Mobile Banking Transfers

You may use the Service to transfer funds between your eligible FECCCU accounts (“Internal Transfer”). You may not transfer to or from an Account at another financial institution using Mobile Banking.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole 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.

5. Your Responsibilities

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

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.

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

User Conduct. You agree not to use Mobile Banking or the content of 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 disrupt computer networks connected to Mobile Banking; (g) interfere or disrupt the use of Mobile Banking by any other user; or (h) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Federal Employees of Chippewa County 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 attorney's fees) caused by or arising from third party claims, disputes, action or allegation of infringement, misuse, or misappropriation based on information, data, file or otherwise in connection with the Service; your violation or any law or rights of a third party or your use by a third party of Online or Mobile Banking.

6. Termination.

FECCCU reserves the right to terminate this Service in whole or in part at any time with or without cause and without prior written notice as allowed by Law. Termination of the Service does not affect your obligations under this Agreement in respect to occurrences before termination.

7. Contact Information.

You can contact the Credit Union by:

Phone: 906-632-4210 or 800-350-6760

Email: credit@fecccu.com

Mail: 119 East Water Street, Sault Ste. Marie, MI 49783