



## Mobile Banking Disclosure & Agreement

This is an addendum to the Online Banking Agreement for Online Banking Services and sets forth the additional terms and conditions for use of the Mobile Banking Services offered through Northeast Credit Union (“we”, “our”, “us”) by the member (“you”, “your” or “User”). Except where modified by this Addendum, the terms and conditions of the Online Banking Agreement remain in effect. If there is a conflict between the Online Banking Agreement and this Addendum, the terms in this Addendum will govern your use of the Mobile Banking Services.

### 1. ACCEPTANCE OF ADDENDUM

#### A. Accepting this Addendum

By clicking "I Agree" when you register for Mobile Banking Services, you agree to the terms and conditions of this Mobile Banking Service Addendum. Additionally, by using the Mobile Banking Services, you also agree to the terms and conditions of this Addendum.

#### B. Description of Services

Mobile Banking is a personal financial information management service that allows you to access account information, products and services similar to Online Banking and make such other financial transactions as set forth in the Electronic Funds Transfer Agreement using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, “Wireless Devices”). 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 telephone 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 the Mobile Banking registration and management website accessed through the Online Banking system. When you register for Mobile Banking, designated accounts linked to your account through Online Banking will be accessible through the Mobile Banking service.

C. Permitted Mobile Banking Transfers You may use Mobile Banking to transfer funds between your eligible NECU accounts. You may do a one-time transfer to and or from an account at another financial institution using Mobile Banking.

If you submit your transfer prior to the deadline established by NECU for Mobile Banking transfer service you will initiate an immediate Internal Transfer via Mobile Banking. Transfer requests to another Financial Institution received after 6:00pm EST on business days and all transactions which are requested on Saturdays, Sundays, or Federal holidays on which NECU chooses to remain closed, will be processed on NECU’s next business day.

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, you agree to cover any overdraft amounts plus applicable fees.

Federal regulation requires Financial Institutions to limit the way withdrawals may be made from any Share account (except checking). Each transfer made from a Share account using Mobile Banking is counted as one of the six limited transactions permitted each calendar month, as described in the Electronic Funds Transfer Agreement and Combined Disclosure.

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

#### D. Use of Services

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, and you use Mobile Banking in accordance with the online instructions posted on our Web site. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking software ("Software"). In the event we change or upgrade Mobile Banking, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

#### E. Relationships to Other Agreements

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 carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Addendum 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 the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the 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.

## **2. Mobile Banking Software License**

Subject to your compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Software to that new or different Wireless Device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this Addendum; (ii) your deletion of the Software from your Wireless 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 Wireless Device. The provisions of Sections 3 and 4 of this Addendum shall survive revocation of the License.

## **3. Your Obligations**

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

#### A. Account Ownership/Accurate Information

You represent that you are the legal owner of the accounts and other financial information that 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 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.

#### B. Proprietary Rights

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to 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.

#### C. 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 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 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.

#### D. No Commercial Use or Re-sale

You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

#### E. Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers 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 software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

#### F. User Security

You agree not to 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 Wireless Device and PIN or other means to access Mobile Banking, you are responsible for any transactions they authorize. If you believe that your PIN, Wireless 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 888.436.1847.

#### G. User Activation

Once you activate your cell phone for this service, YOU are responsible for keeping any personal information in your cell phone secure. For your protection, you agree to:

1. Login to home banking and cancel your NECU mobile banking service if you cancel your service with your cell phone provider.
2. Login to home banking and cancel your NECU mobile banking service if your cell phone is lost or stolen.
3. Login to home banking and cancel or edit your NECU mobile banking service if you change your cell phone provider or change your cell phone number.
4. Erase your 'Sent Messages' and 'Inbox' that may contain your NECU PIN number or other information.

#### **4. Service Charges**

Northeast Credit Union does not charge for a fee for mobile banking as of 6/25/2012. In the future, we may add to or enhance the features of Mobile Banking and reserve the right to amend any fee structures associated with Mobile Banking as offered at Northeast Credit Union (please refer to the fee schedule on necu.org).

#### **5. Additional Provisions**

##### **A. Mobile Banking Service Limitations**

Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking.

Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network, which you utilize to access Mobile Banking.

You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

##### **B. Changes or Cancellation**

You may cancel your participation in Mobile Banking by accessing the Mobile Banking account maintenance tool within Online Banking or by calling us at 888.436.1847. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking services. You agree that we will not be liable to you or any third party for any discontinuance of Mobile Banking.

##### **C. Third Party Beneficiary**

You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, in Sections 3 and 4 of this Addendum, above, and such service providers are, for the purposes of those sections, third party beneficiaries to this Addendum, with the power to enforce those provisions against you, as applicable.