

Mobile Banking and RDC Agreement and Disclosures

Agreement

Your use of McPherson Co-Op Credit Union Mobile Banking Services constitutes your agreement to be bound by the terms and conditions of this Agreement.

Introduction

We may offer additional Mobile Banking services and features in the future. Any added Mobile Banking services 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 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 service we offer without notice, except as may be required by law.

Definitions

As used in this Mobile Banking Services Agreement, the following words will have the definitions given below:

“Account(s)” means your eligible McPherson Co-Op Credit Union checking, money markets, savings, loan, share certificates, and other MCCU products that can be accessed through the Mobile Banking Service.

“Device” means a cellular phone or similar wireless communication device onto which you have downloaded software provided by us for the purpose of permitting Mobile Banking. A “Device” is also a cellular phone or similar wireless communication device that is capable of conducting banking transactions at our Mobile Banking site through text (SMS) messaging, Wireless Application Protocol (WAP), or other products that we select or approve. Your wireless carrier may assess you fees for data or text messaging services. Please consult your 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”, and “Credit Union” mean McPherson Co-Op Credit Union (MCCU).

Mobile Banking 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 or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your MCCU account information, transfer funds between your accounts, deposit items remotely and conduct other

banking transactions. To utilize the Mobile Banking service, you must be enrolled in Online Banking (PC 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 Mobile Banking Service at any time.

Mobile Banking may not be accessible over some network carriers. In addition, the Mobile Banking Service may not be supportable for all Devices. MCCU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as (but not limited to) data outages or “out of range” issues.

We may modify the Mobile Banking Service from time to time at our sole discretion. In the event of any modifications, you will be notified prior to implementation of 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 Mobile Banking Service or your Device.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements 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 include 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 uses of or interaction with Mobile Banking), 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.

You agree to contact us directly if you have any problems with Mobile Banking.

Any deposit account, loan or other credit union product accessed through this Mobile Banking service is also subject to the Account Agreements and Disclosures provided at time of account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Permitted Mobile Banking Transfers

You may use the Mobile Banking Service to transfer funds between your eligible MCCU accounts. You may not transfer to or from an account at another financial institution using our Mobile Banking Service. Federal regulation (Reg. D) requires financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted during each monthly statement cycle period, as described in MCCU Membership and Account Agreement Disclosure and Truth-In-Savings Disclosure.

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

Electronic Signature

Your use of Mobile Banking constitutes your consent and agreement that your User Name and authorized MCCU Online Banking Password, which you used to access this Service, constitutes your signature, acceptance, and agreement to the terms and conditions provided in this Agreement, as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the credit union.

Email Address

You agree to notify us within 10 business days via phone, email, mail, or in-person if you change your email address.

Remote Deposit Capture

Deposits to your MCCU account may be made remotely using your smart phone device by submitting an image of the front and back of a check. As originally agreed, you must write a restrictive endorsement on the back of the check: "For REMOTE Deposit Only"

Receipt of Items

We reserve the right to reject any item transmitted through this Service, at our discretion, and we may limit the amount of number of items you can deposit with this Service in a day or in a given period of time. If we doubt the collectability, we may place holds until funds are received from the institution it is drawn upon.

We are not liable for items we do not receive or for images that are not transmitted completely.

Availability of Funds Deposited Through Remote Deposit Capture

A deposit less than \$225 will be made available on the first business day. For a deposit greater than \$225, \$225 will be made available the 1st business day. An additional \$225 of remaining funds will be available on the 2nd business day; the remaining deposit amount will be available on the 3rd business day.

If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge the amount of the return to the account where the check was originally deposited. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment or related fees.

MCCU's liability for errors or omissions with respect to the data transmitted or printed by MCCU will be limited to correcting the errors or omissions. You agree to your personal responsibility to ensure the security of the personal computer and/or mobile device you own and use to access the Service, which includes the security of any wireless or internet service or network you may be utilizing. You agree that MCCU will not be liable for an direct, indirect, incidental, special, consequential or exemplary damages, including but limited to damages for lost profits, goodwill, use of data or other losses resulting from use of the Service, inability to use the services, or termination of the services, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise) even if MCCU has been informed of the possibility thereof. You agree to indemnify and hold harmless MCCU from any loss for breach of the warranty provision, such that you warrant to MCCU that:

- a. You will only transmit eligible items that are properly endorsed.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or re-present the original items once it has been scanned and sent through this Service unless specifically requested to do so by MCCU.
- e. All information you provide to MCCU is accurate and true.
- f. MCCU will not sustain a loss because you have deposited an image.
- g. You will comply with the original and any subsequent provisions of the Agreement and all applicable rules, laws and regulations.
- h. You agree to securely store each original check that you deposit using these services for a period of at least fourteen (14) days after you transmit the original check. After 14 days, you safely destroy the original check.

Eligible Items for Deposit through Remote Deposit Capture

You agree to submit only "checks" as defined in Federal Reserve Regulation CC. You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code.

Unacceptable Items for Deposit

- Checks drawn on a foreign bank
- Money orders
- An item drawn on your account at MCCU
- An item that contains evidence of alteration
- A check previously converted to a "substitute check", as defined in Regulation CC
- A stale dated, expired, or post-dated item
- Any item that has been returned such as "non-sufficient funds" or "refer to maker", or any other reason
- Any item that is a duplicate presentment
- Cash

- Savings Bonds
- Non-negotiable item
- Incomplete check – an item that does not contain signature(s) of the maker, proper endorsement signature(s), and/or missing any of the required keyed information
- Third party check – an item issued by an individual (1st party) made payable to another person (2nd party) and then signed over to a third person (3rd party)
- Check to be deposited to an IRA
- Check to be deposited to a Share Certificate

Responsibilities

You represent that you are the legal owner of the Accounts and other financial information which may be accessed using 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 represent that you are an authorized user of the Mobile Device you will use to access Mobile Banking. You understand that you are solely responsible to verify that items deposited using the Remote Deposit Capture has been received by us.

Unavailability of Services

You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties. In the event any of the services included in our Mobile Banking Services are unavailable, you acknowledge that you can deposit an original check at our main location at 1999 S Main, McPherson KS 67460, or by mail, PO Box 904, McPherson KS 67460.

Security

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information or any other means to access Mobile Banking, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you. We make no representations that Mobile Banking will be available for use in locations outside the United States.

Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would be considered illegal.

Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless MCCU its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with Mobile Banking Service; (2) your violation of any law or rights of a third party; or (3) your use , or use by a third party of Mobile Banking.

Lost or Stolen Mobile Device or Password; Unauthorized Transfers

If you believe your Mobile Device, user name (Login ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us AT ONCE at 620-241-9308. For a description of your and the Credit Union's responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your Membership and Account Agreement. In Case of Errors or Questions about Your Account, please refer to the Electronic Funds Transfer Agreement and Disclosure given at account opening for a description of the error resolution process as well as how transfer and deposits are processed on your account. If you need a copy of the agreement or have additional questions regarding Mobile Banking Services, please contact our Member Service Department by calling 620-241-9308.