

# ALABAMA TEACHERS CREDIT UNION

## MOBILE BANKING AGREEMENT

**INTRODUCTION:** Alabama Teachers Credit Union (ATCU) endeavors to provide you with the highest quality mobile banking service available. By enrolling in the service, you agree to all the terms and conditions contained in this Agreement. We may offer additional mobile banking services and features in the future. Any such 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 and/or at the time of enrollment for the feature or service, if applicable. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of the Mobile Banking service is subject to existing regulations governing your Accounts and any future changes to those regulations. You agree that any electronic messages or records you transmit or create may be usable for any subsequent reference in the event of any dispute regarding your Account or any transaction therein.

**CONSENT TO RECEIVE ELECTRONIC DISCLOSURES:** By enrolling to use ATCU's Mobile Banking service, you acknowledge that you have read and understand the content of this document and consent to the electronic delivery of such disclosures. Furthermore, you agree to the same terms that apply to a signed application or agreement; and that accepting these terms constitutes your signature as though the same were physically signed you. If there is another user, you represent and warrant that such user has authorized the enrollment for this service. This electronic submission/consent qualifies as your signature for all purposes and uses whatsoever.

Upon your request, this disclosure (or any other) will be provided to you by email to the address provided by you during the enrollment process; however, disclosures are available for your review anytime on our website at [www.atcu.com](http://www.atcu.com). If you wish to obtain a paper copy of any of the disclosures, aside from printing them from our website, please call ATCU at (800)470-0704 or notify us of your request in writing by mailing to P.O. Box 1400, Gadsden, Alabama 35902. Paper copies will be provided to you at no charge. You may withdraw your consent to do further business electronically with us at no cost to you. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic disclosures will not be affected.

**DEFINITIONS:** As used in this Agreement, the following words have the meanings given below:

"Account(s)" means your eligible ATCU checking, savings, loan, and/or other ATCU 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 you 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," and "Credit Union" means ATCU.

**DESCRIPTION OF SERVICE:** Mobile Banking allows you to access your ATCU Account information, make payments to payees, transfer funds and conduct other banking transactions. More information, including instructions for use of ATCU's Mobile Banking service, is available on our website at [www.atcu.com](http://www.atcu.com). 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 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. ATCU 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. When installing the Mobile Banking application to your Device, you were asked to allow certain permissions. Some permissions were optional, and others were required for successful installation. You understand that opting out of permissions, when applicable, may prevent you from using the Mobile Banking application to its fullest capacity.

**USE OF SERVICE:** In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. 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.

**LIMITATIONS:** ATCU may not immediately receive email communications that you send; therefore, we will not take action based on email requests until we actually receive your message and have had a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call 1-800-470-0704. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) days before a bill is due. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization. You may cancel or stop payment on one-time, manual, and automatic bill payment instructions under certain circumstances. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a bill payment that you have already scheduled for transmission through the Mobile Banking service, you may electronically edit or cancel your payment request through the same service. Your cancellation request must be entered and transmitted through Mobile Banking prior to the date the Account is debited for the payment. If your request is not timely entered, you will be responsible for the payment. If you wish to place an oral stop payment on an automatic bill payment transaction, not using the Mobile Banking service, the Credit Union must receive your oral stop payment request at least three (3) business days before the payment is scheduled to be made. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. If these payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment, when the payment will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**OTHER AGREEMENTS:** You agree that when you use Mobile Banking you remain subject to the terms and conditions of your existing agreements with the Credit Union, except as expressly otherwise stated herein, and with any unaffiliated service providers, including, but not limited to, your mobile service provider. 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 Account 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 said disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking. The Mobile Banking app may present opportunities to follow links that direct you to websites for which ATCU does not control content. Links such as these are provided as a courtesy. ATCU does not endorse or control the content of third party websites.

**ACCOUNT INFORMATION DISCLOSURE:** We will disclose information to third parties about your Account or the transfers you make as necessary to complete transfers; to verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant; to comply with government agency request or court orders; or if you give us your express permission.

**PERMITTED MOBILE BANKING TRANSFERS:** You may use the service to transfer funds between your eligible ATCU 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. Federal regulations require

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 (6) limited transactions permitted each monthly statement cycle period, as described in the Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile Banking or any other methods outlined in your Account Agreement and Disclosures. 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. You agree to confirm the completion of each transfer in your Account balance and transaction history before withdrawing transferred funds.

**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. The Account balance and transaction history information may be limited to recent Account information involving your Accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

**ERRORS:** Transactions conducted through Mobile Banking will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may also elect to receive your periodic statements electronically. In case of errors or questions about your Mobile Banking or Bill Pay transactions, telephone us at the 1-800-470-0704, or write to us at 702 Walnut Street, Gadsden, Alabama, 35901 as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- ✓ Tell us your name and Account number.
- ✓ Describe the 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.
- ✓ 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) calendar days. We will tell you the results of our investigation within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, we may take up to 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 for the amount you think is in error, so that you will have the use of the funds 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 it within ten (10) business days, we may not re-credit your Account. For transactions initiated outside the United States, we will have twenty (20) business days instead of ten (10) business days, and ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question.

**UNAUTHORIZED ACCESS:** In the event that unauthorized access to your Account occurs, telephoning us at 1-800-470-0704 is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose no more than \$50 if someone accesses your Account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your Account, and we can prove that we could have stopped someone from accessing your Account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows Mobile Banking or Bill Pay transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

**USER 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 Device unattended while logged into Mobile Banking, to log off immediately at the completion of each access by you, and to notify us immediately in the event that your device is lost or stolen. 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 representation 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 or information delivered through Mobile Banking in any way that would: infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the software; 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; 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); be false, misleading or inaccurate; 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; be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; potentially be perceived as illegal, offensive or objectionable; interfere with or disrupt computer networks connected to Mobile Banking; interfere with or disrupt the use of Mobile Banking by any other user; or use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

**INAPPROPRIATE TRANSACTIONS:** You warrant and agree that you will not use Mobile Banking or any other Credit Union Accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or card service providers' rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your Account and/or access devices.

**NO COMMERCIAL USE OR RE-SALE:** You agree that the service is only for the personal or business use of individuals authorized to access your Account. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

**TERMINATION OF MOBILE BANKING SERVICE:** You agree that we may terminate this Agreement and your use of the Mobile Banking services for any reason at any time, without prior notice to you. You or any other party to your Account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice; however, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**INDEMNIFICATION:** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless ATCU, 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 attorneys' fees) caused by or arising from a third-party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; your violation of any law or rights of a third party; or your use, or use by a third party, of Mobile Banking. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages; however, the Credit Union will not be liable:

- a. If, through no fault of ours, you do not have adequate funds in your Account to complete a transaction, your Account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- b. If you used the wrong login credentials or you have not properly followed any applicable user instructions for making transactions.
- c. If your Device fails or malfunctions or the Mobile Banking or Bill Pay services was not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- e. If the funds in your Account are subject to an administrative hold, legal process or other claim.
- f. If you have not given ATCU complete, correct and current instructions so that we can process a transfer.

g. If the error was caused by a system beyond the Credit Union's control such as a telecommunication system or your wireless service provider.

h. If there are other exceptions as established by the Credit Union from time to time.

**ENFORCEMENT:** This Agreement shall be governed by and construed under the laws of the State of Alabama, as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on Accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Alabama law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision shall be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.