

**UNITED LOCAL CREDIT UNION
MOBILE BANKING SERVICES AGREEMENT**

This Mobile Banking Services Agreement (“Agreement”) sets forth the terms and conditions for mobile banking services that United Local Credit Union may provide to you. The words “we,” “us,” “our” and “Credit Union” mean United Local Credit Union. The words “you” or “your” mean each and all those who use the Mobile Banking Services (defined below). Your MASTER Account Agreement is hereby incorporated into and made a part of this Agreement. In the event of a conflict between this Agreement and the Master Account Agreement, this Agreement will govern your use of the Mobile Banking Services.

1. **Services.** For purposes of this Agreement, “Mobile Banking” and “Mobile Banking Services” means a service that allows you to use a mobile device (like an iPhone®, smartphone or tablet, sometimes also called a wireless device) to access the Credit Union’s online banking service. “Mobile device” means a device specified by us, not a personal computer, including a mobile phone or personal digital assistant (PDA) that has text messaging capabilities and/or is Internet (Web) enabled. To access the Mobile Banking Services, your mobile device must be Internet-enabled and connected to the Internet through your mobile communications service provider. By accessing Mobile Banking, you agree to comply with the terms and conditions of this Agreement.

Not all the online banking services or the functionality on the online banking website are available when you use a mobile device, and Mobile Banking and functionality available to you may vary based on the mobile device you use. For those online banking services available through your mobile device, the online banking services may use different terminology and appear in different formats when viewed through your mobile device. You may be required to follow different instructions to access online banking services through your mobile device. Processing of payment and transfer instructions may take longer through Mobile Banking.

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 Online Banking will be accessible through the Mobile Banking service.

2. **Minimum Mobile Communication Device Requirements.** Mobile Banking is offered as a convenience and supplemental service to our online banking services. Mobile Banking allows you to access your Credit Union account information, make payments to payees, transfer funds and conduct other banking transactions. To use the Mobile Banking Services, you must be enrolled in Online Banking and have valid login credentials. 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 Services available for your use on a continuous basis. We do not guarantee functionality of the Mobile Banking Services 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 try to schedule maintenance during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Mobile Banking Services may be interrupted because of conditions beyond our control, including outages in Internet availability.

We may elect to discontinue Mobile Banking at any time without notice. In the case of a disaster, the Mobile Banking Services may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, will we be liable to you for unavailability of the Mobile Banking Services, 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:
 - Make transfers between your accounts.

- Make account inquiries.
- View account histories.
- Make transfers from your savings or checking account to make Credit Union loan payments.
- 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:

- Initiate funds transfers to other financial institutions.
- Initiate payments or transfers to new payees or to create new payees.
- Initiate transfers to other member accounts at the Credit Union.

6. Mobile Device. You accept responsibility for making sure that you understand how to properly use your mobile device and Mobile Banking before you actually do so. 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 use of your hardware and software is at your own risk. In the event we change or upgrade the Mobile Banking Services, 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.

8. Relationship to Other Disclosures. The terms and conditions in this Agreement apply only to the Mobile Banking Services 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 (e.g., AT&T, Verizon, Sprint, T-Mobile, MetroPCS, 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 provider may impose data usage or text message charges for your use of 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 with your provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

9. Ownership. You acknowledge that the Mobile Banking Services, as well as the content and materials you may receive or access through your use of the services, are proprietary to us and our licensors, and are for your personal, noncommercial use only. You will not damage, impair, interfere with, or disrupt our online banking service or its functionality.

10. Mobile Banking Software License. Subject to your compliance with this Agreement, you are hereby granted a personal, limited, non-transferable and non-exclusive 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 mobile device, you will be required to download and install the software to that new mobile device. This License will 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 any time, 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.

11. 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.
- You agree to not misrepresent your identity or your account information.
- You are the owner or authorized user of the mobile device you use to receive our Mobile Banking Services.
- 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 the Mobile Banking Services 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) directly or indirectly, constitute a crime under local, state or federal law, or in any illegal activity, including without limitation any “racketeering activity” as defined in 18 U.S.C. § 1961; (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) 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.
- 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.

12. Service Charges. There is currently no charge for Mobile Banking. However, we can assess fees set forth in other agreements, disclosures or fee schedules for particular banking products or accounts (such as overdraft or funds transfer fees). We reserve the right to add to or enhance the features of Mobile Banking and charge a fee in the future.

13. 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 NON-INFRINGEMENT. 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 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 OR ANY RELATED SOFTWARE OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR MOBILE DEVICE, PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

14. LIMITATION OF LIABILITY. 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.

- 15. 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.
- 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 (559) 227-8329.
- 17. Amending this Agreement.** We may amend this Agreement at any time by sending notice as described in your Online Banking or Master Account Agreement. Your continued use of the Mobile Banking Services after the effective date of the change will indicate your acceptance of the revised Agreement.
- 18. Termination of Mobile Banking.** We may terminate your use of Mobile Banking at any time and for any reason. Without limiting the foregoing, your use of Mobile Banking may be terminated if you breach any term of this Agreement, if you use Mobile Banking for any unauthorized or illegal purposes, or you use Mobile Banking in a manner inconsistent with the terms of any other agreement you may have with us.
- 19. Governing Law.** This Agreement and its enforcement will be governed by the laws of the State of California, without regard to any choice of law provision. You also agree to submit to the personal jurisdiction of the courts of the State of California.
- 20. No Assignment.** You may not assign this Agreement. We may assign this Agreement to a third party without prior notice to you.
- 21. Severability.** A determination that any provision of this Agreement is unenforceable or invalid will not render any other provision of this Agreement unenforceable or invalid.
- 22. 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.
- 23. In Case of Errors or Questions about Your Account.** In case of errors or questions about your accounts, contact our Member Service Center at (559) 227-8329. For additional information regarding your and our rights and responsibilities regarding errors or questions about your accounts and how such errors and questions are processed, please refer to your Online Banking Agreement and the applicable agreement(s) governing the affected account. For questions or concerns about the Mobile Banking Service itself, you may call us at (559) 227-8329 or by mail at 3650 E Ashlan Ave Fresno, CA 93726.