



## Mobile Banking Service Disclosure and Agreement

America's Credit Union's Mobile Banking Service ("Service") provides users with the ability to obtain account balances and account information, and to post transactions using their mobile (wireless) access device.

1. Prerequisites. You must be a registered user of America's Credit Union Home Banking service. In order to access the 'Service', you must use a mobile device served by a certified mobile carrier. Your wireless device must be enabled to receive and transmit data, and must include texting functionality that allows up to 160 characters (including spaces) in a single message. The 'Service' may be modified from time to time for purposes including, but not limited to, ensuring compatibility with wireless devices that may be offered in the future. The 'Service' is not certified to operate for users trying to access it while outside the United States.

2. Privacy. Any personal information that a user may share with America's Credit Union while using Mobile Banking is governed by the same privacy policy as governs Home Banking services. Please refer to America's Credit Union Online Services Disclosure and Agreement for additional information.

3. Violations of the Terms and Conditions. If America's Credit Union becomes aware that you are engaging in any activity directly related to the use of the 'Service' that is illegal or fraudulent or otherwise violates the Account Terms and Conditions or this Agreement, America's Credit Union reserves the right to suspend your use of the 'Service' immediately. America's Credit Union may terminate your use of the 'Service' upon becoming aware that you are violating any law or otherwise engaging in activity that is not permitted under this Agreement and that may be detrimental to America's Credit Union.

4. Disclaimers. America's Credit Union shall bear no liability for: (a) compatibility of the 'Service' with all wireless and/or WAP-enabled devices, (b) server latency or response times for the 'Service', (c) additional costs assessed by wireless carriers for text and Internet access, or (d) any decisions made or transactions initiated by you based on your use of the 'Service' and/or the data accessed by the 'Service'.

5. Liability for Unauthorized Transfers. You must notify America's Credit Union AT ONCE if you believe your Personal Identification Number (PIN) has been lost/stolen or used without your permission. Telephoning or emailing America's Credit Union is the best way of limiting potential losses. If you notify America's Credit Union within two (2) business days after you learn of the loss or theft, you may be liable for up to \$50 if someone used your PIN without your permission. If you do NOT notify America's Credit Union within two (2) business days after you learn of the loss or theft of your PIN, and America's Credit Union determines we could have prevented unauthorized use, you could lose as much as \$500.

If your account statement shows transactions that you did not make, you must notify America's Credit Union at once. If you do not notify America's Credit Union within sixty (60) days after the statement was mailed to you or made available to you through e-Statements, you may not get back any money you lost after the sixty (60) days if America's Credit Union can determine that we could have prevented someone from taking the money if you had notified us in time.

6. Credit Union Liability. America's Credit Union will use commercially reasonable efforts to post your transaction/instruction properly to the account indicated when you use the 'Service' properly and comply with the Terms and Conditions of this Agreement. However, America's Credit Union shall incur no liability

if it is unable to complete a transaction/instruction initiated by you through the 'Service' because of any one or more of the following circumstances: (a) user error, (b) user failure to comply with the Terms and Conditions of this Agreement, (c) if the 'Service' equipment or software was not working properly and you knew about the malfunction when you started the transaction, or (d) you have not provided complete or correct information.

You agree that America's Credit Union shall not be responsible for any loss, property damage or bodily injury arising out of, or resulting from America's Credit Union failure to provide you with access to the 'Service', whether caused by equipment, software America's Credit Union Internet service providers, Internet browsers, or the parties providing communication services to or from America's Credit Union to you. America's Credit Union is not liable for war, acts of government that may restrict or impair use of the 'Service', hurricanes, floods, earthquakes or other disasters, nor shall America's Credit Union be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

UNLESS OTHERWISE REQUIRED BY LAW, AMERICA'S CREDIT UNION SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE 'SERVICE'. NOR SHALL AMERICA'S CREDIT UNION BE RESPONSIBLE FOR ANY LATE FEES, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR MAINTENANCE OF THE 'SERVICE'. THE 'SERVICE' IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY.

7. Indemnity. You agree to indemnify, defend, and hold America's Credit Union harmless (by counsel of America's Credit Union's choosing) from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of your use of the 'Service', any negligent or intentional action or inaction, and/or any breach of the Terms and Conditions of this Agreement. The parties agree that this paragraph shall survive the termination of this Agreement.

8. Release. You hereby release America's Credit Union, any of its associated or affiliated companies and their directors, officers, agents, employees or customers, members of America's Credit Union, and America's Credit Union's officers, directors, agents and employees, from all claims of any kind on account of your use of the 'Service'.

9. Disputes. In the event of a dispute regarding the 'Service', you agree to resolve the dispute by looking to the Terms and Conditions of this Agreement. You agree that any dispute that arises under this Agreement must be filed and litigated in Dallas County, Texas.

10. Amendment and Termination. America's Credit Union may amend the Terms and Conditions of this Agreement at any time or terminate the 'Service' to any member or all members at any time for any reason in our sole and absolute discretion, with or without notice. Amendment of the Terms and Conditions of this Agreement or termination of the 'Service' shall not affect the member's liability or obligation hereunder. Continued use of the 'Service' will constitute acceptance of any new or amended Terms and Conditions of this Agreement. Termination will not affect your liability or obligations under this Agreement for transactions that have been or will be processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to Mobile Banking and does not terminate your other relationships with America's Credit Union.

11. Governing Law. This Agreement is entered into and will be performed in Texas and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the internal laws of the State of Texas, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary.

12. Attorneys' Fees. The prevailing party in any dispute between the parties arising out of the interpretation, application, or enforcement of any provision of this Agreement shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including, without limitation, costs and attorneys' fees related to or arising out of any arbitration proceeding, trial, or appellate proceedings.

13. User Conduct. You agree not to use the 'Service' or the content or information delivered through the 'Service' 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 gambling, involve the sale of counterfeit or stolen items, or use the 'Service' to impersonate another person or entity, (c) violate any law, statute, ordinance or regulation, (d) be false, misleading or inaccurate, (e) create liability for America's Credit Union or its affiliates or cause America's Credit Union to lose (in whole or in part) the services of any third party providers, (f) be defamatory, trade libelous, threatening or harassing, (g) may potentially be perceived as obscene or pornographic or contain child pornography or racially, ethnically or otherwise objectionable material, (h) interfere with or disrupt computer networks or infect the computer networks with viruses, (i) interfere with or disrupt the use of the 'Service' by any other party, (j) use the 'Service' in any manner to gain unauthorized entry or access into America's Credit Union computer systems, or (k) resell or make any commercial use of the 'Service'.

14. Limitations. America's Credit Union cannot always foresee or anticipate technical or other difficulties with the 'Service'. These difficulties may result in loss of data, personalization settings or other 'Service' interruptions. Notwithstanding the terms contained herein, with respect to the 'Service', America's Credit Union does not assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings.

15. Security. You understand the importance of your role in preventing misuse of your accounts through the 'Service' and you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account, and personal identification information. Notwithstanding America's Credit Union's efforts to insure that the 'Service' is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. America's Credit Union cannot and does not warrant that all data transfers utilizing the 'Service' or e-mail transmitted cannot be monitored or read by others. Mobile Banking is secured using industry standard technologies and security certificates, with 128-bit encrypted communication. No personal or confidential information is stored on the mobile device or in the mobile web banking application. You agree that America's Credit Union does not have control as to the persons who have access to your mobile phone or access device and PIN. America's Credit Union will not be liable for any unauthorized access to your mobile phone or access device using your PIN. You agree that it is your responsibility to INITIATE AND MAINTAIN adequate procedures to prevent any unauthorized access to your mobile phone or access device or unauthorized use of your PIN. Your access to the 'Service' will be blocked in the event your User ID and PIN are entered incorrectly on three (3) consecutive attempts.

16. Agreement. Use of the 'Service' constitutes acceptance of this Mobile Banking Service Disclosure and Agreement. In order to remain eligible for the 'Service', you must adhere to the Terms and Conditions of this Agreement.