

## MOBILITI® MOBILE BANKING SERVICES USER AGREEMENT

### N.E.W. CREDIT UNION

Thank you for using Mobiliti® mobile money services (Services) and any related Software (“Software”) provided by N.E.W. Credit Union (“the Credit Union”, “us”, “we”) combined with your handheld’s text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to Virtual Branch electronic banking, of which these Services are a part. N.E.W. Credit Union in its discretion may modify these Terms and Conditions at any time. **Standard messaging charges apply.**

**Privacy and User Information.** You acknowledge that in connection with your use of the Services, the Credit Union and its affiliates and service providers, including Fiserv, Inc., and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively “User Information”). The Credit Union and its affiliates and service providers will maintain reasonable safeguards to protect the User Information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise authorized permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Credit Union and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter or edit any content.

**Restrictions on Use.** You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal and international Internet, data, telecommunications, telemarketing, “spam”, and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (1) junk mail, spam or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (2) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (3) material or data that is illegal, or material or data, as determined by the Credit Union (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of the Credit Union or any third-party service provider involved in the provision of the Services; (4) material or data that is alcoholic beverage-related (e.g. beer, wine or liquor), tobacco-related (e.g. cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g. firearms, bullets), illegal drugs-related (e.g. marijuana, cocaine), pornographic-related (e.g. adult themes, sexual content), crime-related (e.g. organized crime, notorious characters), violence-related (e.g. violent games), death-related (e.g. funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g. casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products of Services of any wireless carrier; (5) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (6) any material or information that is false, misleading or inaccurate; (7) any material that would expose the Credit Union, any third-party service provider involved in providing the Services, or any other third party to liability; (8) any signal or impulse that could cause electrical, magnetic, optical or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (1) access any Software or Services for which your use has not been authorized; (2) use or attempt to use a third party’s account; (3) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other members of the Services or Software, or otherwise abuse the Services or Software.

**TOUCH ID™ for Mobile Banking.** Touch ID is an optional fingerprint sign-in method for the Credit Union’s mobile banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will

need to save your fingerprint by going to “Settings > Touch ID & Passcode” on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at [apple.com/support](http://apple.com/support)). Fingerprints are stored on your device only and the Credit Union never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Mobiliti. The Credit Union deserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobiliti username at a time on a device. If your device doesn’t recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobiliti on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within Mobiliti.

**Card Controls (CARD VALET™) Additional Terms.** The following supplemental Terms of Use (“Supplement”) applies to the card controls feature (“CardValet”) within the Mobiliti (mobile banking) application, notwithstanding anything in the Agreement to the contrary. The Supplement only applies to CardValet, which will be available to most users during the second quarter of 2017. If CardValet is not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to CardValet, then the terms in this Supplement shall apply.

1. CardValet is only available for MasterMoney® debit cards issued by N.E.W. Credit Union that you register within Mobiliti.
2. The CardValet alerts and controls you set through use of Mobiliti may continue to apply, even if you delete the Mobiliti app or remove it from your mobile device. Please contact the Credit Union to discontinue the alerts and controls.
3. Certain card control functionality within the Mobiliti app may not be available for all transactions. Controls and alerts based on the location of the mobile device where Mobiliti is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant’s registered address.
4. CardValet may enable access to the Credit Union’s and third parties’ services and websites, including GPS locator websites, such as Google’s. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent the Mobiliti app allows you to access third-party services, the Credit Union, and those third parties, as applicable, reserve the right to change, suspend, remove or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

**DISCLAIMER OF WARRANTIES.** The Mobiliti mobile banking app, the services and related documentation are provided “as is” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. In particular, we do not guarantee continuous, uninterrupted or secure access to any part of our service, and operation of Mobiliti or the Services may be interfered with by numerous factors outside of our control. Some states do not allow the disclaimer of certain implied warranties, so the foregoing disclaimers may not apply to you to the extent they are prohibited by state law.

**LIMITATION OF LIABILITY.** You acknowledge and agree that from time to time, the Mobiliti app and the Services may be delayed, interrupted or disrupted for an indeterminate amount of time due to circumstances beyond our reasonable control, including but not limited to any interruption, disruption or failure in the provision of the Services, whether caused by strikes, power failures, equipment malfunctions, Internet disruption or other reasons. In no event shall we or our affiliates or licensors or contractors of the employees or contractors of any of these, be liable for any claim arising from or related to the services that is caused by or arises out of any such delay, interruption, disruption or similar failure. In no event shall we or our affiliates or licensors or contractors or the employees or contractors of any of these, be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or loss of goodwill or lost profits (even if advised or the possibility thereof) arising in any way out of the installation, use, or maintenance of the Mobiliti mobile banking app, or the Services, or the websites through which Mobiliti or the Service offered, even if such damages were reasonably foreseeable and notice was given regarding them. In no event shall we or our affiliates or licensors or contractors or the employees of contractors of any of these be liable for any claim, arising from or related to Mobiliti,

the Services or the website through which the app or the Services is offered, that you do not state in writing in a complaint filed in a court or arbitration proceeding within two (2) years of the date that the event giving rise to the claim occurred. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory. Our aggregate liability and the aggregate liability of our affiliates and licensors and contractors and the employees and contractors of each of these, to you and any third party for any and all claims or obligations relating to this agreement shall be limited to direct out-of-pocket damages up to a maximum of \$500.00 (five hundred dollars). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

**Governing Law.** Unless our account agreement, “Important Account Information for Our Members”, states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the state in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

### **N.E.W. CREDIT UNION ALERTS TERMS AND CONDITIONS**

The following Alerts terms and conditions (“Alerts Terms of Use”) only apply to the Alerts feature (as defined below). To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

**Alerts.** Your enrollment in Virtual Branch and/or Mobiliti (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Credit Union account(s). Alerts are provided within the following categories:

- a. Mandatory Alerts provide you with important account notifications, such as information about changes to your Virtual Branch password, PIN or login information. You do not have the option to suppress these Mandatory Alerts.
- b. Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- c. Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the “Self Service” menu within Virtual Branch.

Account Alerts and Additional Alerts must be managed and/or added through Virtual Branch. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. The Credit Union reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels (“EndPoints”): (1) a mobile device, by text message; (2) a mobile device, by push notification; (3) an email account, by an email message; or (4) your Virtual Branch message in-box, by an email message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (1) through (4) above supports the email, push notification, and text message Alerts provided through the Alerts Service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us with a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts Via Text Message.** To stop Alerts via text message, text “STOP” to 25215 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in the “Self Service” menu in Virtual Branch and click the box next to your mobile number for the Alerts you’d like to receive

again. For help with SMS text alerts, text **"HELP"** to 25215. In case of questions please contact customer service at 920-848-2793 or 800-924-1250. Our participating carriers include (but are not limited to) Cellcom, AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** The Credit Union provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, Internet service provider(s) and other factors outside the Credit Union's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold the Credit Union, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or part, from (1) a non-delivery, delayed delivery or the misdirected delivery of an Alert; (2) inaccurate or incomplete content in an Alert; or (3) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted. However, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

(Revised 6/2017)