

## **Allied Federal Credit Union Mobile Terms of Use Effective September 1, 2023**

### **1. Terms and Conditions**

The Allied Federal Credit Union (“AlliedFCU” or “Credit Union”) Mobile Application (“Mobile Service”) provides you with access to certain information and payment capabilities regarding your AlliedFCU account. By accessing our Mobile Service, you agree to the following Mobile Terms of Use. AlliedFCU reserves the right to change these Mobile Terms of Use at any time and without notice. Your continued use of this Mobile Service constitutes agreement to all such changes. You should visit this page on occasion to review these Terms and Conditions.

### **2. Accounts, Security, and Passwords**

Certain features or content offered in the Mobile Service may require you to open an account or may otherwise ask you to provide information. If you elect not to provide such information, you may not be able to access certain content or features.

You agree to notify AlliedFCU immediately of any unauthorized use of your account. You are responsible for maintaining the confidentiality of any of your usernames or passwords associated with AlliedFCU's Mobile Service and content. You may be held liable for losses or damages incurred by AlliedFCU due to someone else using your user name, ID, password, or other information which provides access to the Mobile Service. AlliedFCU is not liable for any loss or damage that you may incur because of your failure to comply with these requirements. You will be responsible for transactions made by authorized users, and others you have given permission to use or access your account, and for transactions that you benefit from.

You agree that AlliedFCU may collect and use technical and usage data and related information, including but not limited to, technical information about your device, date and time of Mobile Service access, system and software, and peripherals, that is gathered periodically to facilitate the provision of product support and other services to you (if any) related to the Mobile Service. Additionally, you authorize AlliedFCU to implement session replay technologies, that allow us to better understand how you navigate our website, how you engage with our content, and the portions of our websites on which you click. You grant AlliedFCU the permission to use this information to improve its products, advertisements and sites or to provide services or technologies to you, as well as to provide advertising content in which AlliedFCU believes you may be interested. For more information on how we collect, use and share you online data and how you can manage your online privacy choices, please see the [Privacy Policy](#).

### **3. Electronic Communications and Costs**

You agree to the use of electronic communications and to transact business electronically through the Mobile Service. You consent to our contacting you using the Mobile Service, and communicating using text messages, e-mails, and other electronic technologies at the telephone numbers and e-mail addresses that you provide to us.

You agree that when you use the Mobile Service, you will remain subject to the terms and conditions of all your existing agreements with us, our affiliates, and/or any unaffiliated service providers and your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.), and that these Mobile Terms of Use do 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 the Mobile Service (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Mobile Service), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us.

#### **4. NO WARRANTY**

THE INFORMATION, MATERIALS, PRODUCTS AND SERVICES ON THIS MOBILE SERVICE ARE PROVIDED "AS IS", AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF ACCURACY, ADEQUACY OR COMPLETENESS OF THE INFORMATION, MATERIALS, PRODUCTS AND SERVICES, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS. ALLIEDFCU AND THIRD-PARTY DATA PROVIDERS EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION, MATERIALS, PRODUCTS OR SERVICES IN THIS MOBILE SERVICE. ALLIEDFCU DOES NOT WARRANT THAT THE MOBILE SERVICE WILL WORK ON A WIRELESS DEVICE OR ACROSS THE NETWORK OF A WIRELESS SERVICE PROVIDER.

#### **5. Limitation of Liability**

In no event will AlliedFCU be liable for any lost profits, lost opportunity, lost data, cost of procurement of substitute goods or services, intangible loss, or any direct or indirect, special, incidental, exemplary, punitive, consequential or any damages whatsoever arising out of or in connection with your access to, use of or inability to use this Mobile Service or any linked product, service or website or the copying or display of, or the interaction of any other form of communications with the Mobile Service, regardless of whether AlliedFCU is advised of the possibility, or such damages, losses, or expenses and regardless of the form of action, whether in contract, tort, warranty or otherwise.

#### **6. Indemnity**

You agree to indemnify, defend and hold harmless AlliedFCU, and its respective officers, directors, employees, agents, successors and assigns from and against any actual or alleged claims or losses arising from, in connection with, or based on allegations whenever made of any of the following: your breach of these Mobile Terms of Use; your use of this Mobile Service and content; any claim that your use of this Mobile Service and any content violates any law; or any claim arising out of, or in connection with your negligent acts or omissions. This obligation shall survive the termination or expiration of these Mobile Terms of Use. You will cooperate fully as reasonably required in the defense of any claim. AlliedFCU reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

#### **7. Copyrights and Additional Intellectual Property**

AlliedFCU grants to you, for your personal or internal business purposes only, a non-exclusive, non-transferable, limited, and revocable right to access the Mobile Service on a mobile device owned or otherwise controlled by you and downloaded by you in the United States. You agree not to use the Mobile Software for any other purpose, including commercial purposes, such as

co-branding, framing, linking, or reselling any portion of the Mobile Service without AlliedFCU's express written consent.

You shall not, and will not allow or cause any third party to:

- A. copy the Mobile Service, except as expressly permitted by this license;
- B. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Mobile Service;
- C. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Mobile Service or any part thereof;
- D. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Mobile Service;
- E. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mobile Service, or any features or functionality of the Mobile Service, to any third party for any reason;
- F. or remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Mobile Service.

You agree that you do not acquire any ownership interest in the Mobile Service under this Agreement, or any other rights other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. AlliedFCU retains all ownership and proprietary rights in the Mobile Service, associated content and technology. You acknowledge and agree that the Mobile Service is provided under license, and not sold, to you.

AlliedFCU may from time to time in its sole discretion develop and provide Mobile Service updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features ("Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that AlliedFCU has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You shall promptly download and install all Updates and acknowledge and agree that the Mobile Service or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Mobile Service and be subject to all terms and conditions of this Agreement.

## **8. Links**

This Mobile Service may contain links to third party websites now or in the future. We do not endorse or guarantee the products, information, or recommendations provided by linked sites. AlliedFCU is not liable for any failure of products or services advertised on linked sites. Third-party Web sites may provide less online security than our site. And further, each third-party link may have a privacy policy different than your credit union; thus we encourage you to review each privacy policy for your own protection.

## **9. Privacy**

Please note that by using our Mobile Services, you signify your consent to our [Privacy Policy](#).

## **10. Governing Law and Enforceability**

These Mobile Terms of Use shall be governed by the Federal Credit Union Act, the Rules and Regulations of the National Credit Union Administration, the Credit Union's Bylaws, and solely

to the extent not pre-empted by federal law, the laws of the State of Texas, without regard to its conflict of laws provisions. Subject to applicable law, you acquiesce and submit to personal jurisdiction in the State of Texas. Venue is proper in Tarrant County, Texas.

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## **Allied Federal Credit Union Mobile Check Deposit Service Effective September 1, 2023**

**1. General.** This Mobile Check Deposit Service User Agreement ("User Agreement") contains the terms and conditions for the use of Allied Federal Credit Union's ("Credit Union" or "AlliedFCU") Mobile Check Deposit Service ("*Mobile Check Deposit*" or the "Service"). This User Agreement amends and becomes part of the Credit Union's Account Agreement. In the event of a conflict between the terms and conditions of this User Agreement and those in the Account Agreement, the terms and conditions of this User Agreement will prevail for the purposes of *Mobile Check Deposit* only. "Business Days" are Monday through Friday excluding Federal Reserve holidays.

Use of *Mobile Check Deposit* constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time to time. We will notify you of changes in accordance with the terms of the Account Agreement, and your continued use of the Service will indicate your acceptance of any changes.

If you have questions regarding this Service, you may contact us at 817-856-4444.

**2. Description of Service.** *Mobile Check Deposit* enables you to use a compatible mobile device to upload an image of a check or other eligible paper item for deposit/payment to your AlliedFCU checking, savings, or loan Accounts. There is no charge for the Service.

**3. Checks Eligible for Deposit.** All checks submitted for deposit must be payable to you in U.S. currency, must be in English, other than personal information, and must be drawn on a financial institution located in the United States or issued by a federal, state or local government.

The following check types are eligible for deposit using *Mobile Check Deposit*:

- Personal checks
- Business checks
- Cashier's checks
- Official bank checks
- Certified checks
- Teller checks
- U.S. Treasury checks
- Other Federal government checks (for example, Federal Reserve Bank checks, Federal Home Loan Bank checks), and State and local government checks

The following items are not eligible for deposit using *Mobile Check Deposit*:

- Savings bonds
- Money orders
- Traveler's checks
- Checks drawn on foreign institutions located outside of the United States or in a language other than English
- Checks payable to any person or entity other than you
- Substitute checks (as defined in Regulation CC and also known as "image replacement documents")

For checks deposited using *Mobile Check Deposit*, you must ensure the following requirements are met:

- a. the image being transmitted must be a legible image of the front and back copy of the check, including but not limited to, information about the drawer, the paying bank that is preprinted on the original check, MICR information, signature(s);
- b. the check is denominated in U.S. dollars;
- c. the check is in English, other than personal information;
- d. the check is payable to you, has all required endorsements (and includes "AFCU Mobile Deposit Only" in the endorsement) ;
- e. the check is not post-dated;
- f. the check is not submitted for deposit after any expiration date listed on the check, and is not dated more than six (6) months prior to the date of deposit;
- g. the check has not previously been presented for payment through us or any other financial institution; and
- h. information from the item has not been used to create an electronic payment.

Check images that do not conform to these requirements or any requirements as established from time-to-time by the Federal Reserve Board or any other applicable regulatory agency, clearinghouse or association, could be subject to a processing delay or rejection.

**4. Your Representations to Us.** Through your use of *Mobile Check Deposit*, for each check deposited, you represent and warrant to us that:

- a. you are submitting an eligible check that meets the requirements described above;
- b. you will not re-deposit the check to us or any other bank or entity, unless we advise you to do so;
- c. you will not endorse this check to any other individual or entity, or provide the check information to another person to create an electronic payment;
- d. the check image is a complete and accurate representation of the front and back of a negotiable check that you are entitled to enforce;
- e. you have not presented the check or check image for deposit elsewhere, and we will not sustain a loss in the instance that the check was deposited anywhere else; and
- f. all signatures on the check image are authentic and authorized, the check has not been altered, and the check does not contain any other information that is fraudulent or unauthorized by the purported maker of the check.

**5. Deposit Limits.** We reserve the right to impose single and aggregate limits on the amount(s) and/or number of checks that you deposit using *Mobile Check Deposit* on a daily and monthly basis, by account types, and based on a variety of other factors. The amount you will be able to deposit will be enforced on a member level or account level. If you have exceeded any limits

that might apply to your use of Mobile Check Deposit with your Account(s) we will notify you and you will be prevented from depositing checks through the Service until the limit is no longer exceeded. If you exceed the applicable limits, you can mail your checks for deposit to us or deposit your checks in person at one of our branch locations. We reserve the right to modify these limits from time to time, based on factors that we deem to be relevant. We reserve the right to reject any check transmitted through the Service, at our discretion, without liability to you.

**6. Receipt of Checks.** All checks received by us through *Mobile Check Deposit* are subject to review before posting to your Account. We have the right to modify your deposit instructions if we find an error in those instructions. Such changes may include, for example, a correction of a deposit amount.

A check deposit shall be deemed received by us when you receive a confirmation from us that we have received it. Receipt of such confirmation does not ensure that the transmission was error-free or complete. Checks received by us by 5:00 pm Central Time on a Business Day will be posted to your Account the same day unless further review is required. Checks received by us any time on a non-Business Day or after 5:00 pm Central Time on a Business Day will be posted to your Account as of and considered received on the next Business Day after the day of your transmission, unless further review is required. If we reject a check directly in the mobile app, we will notify you there of the rejection. After your check has been submitted in the Mobile App, we may further review it and then either (a) post it to your Account and consider it received for deposit potentially on another Business Day, or (b) notify you of the rejection.

By uploading a check image, you agree that we are authorized to treat that check image as though it is the original paper check, except for purposes of funds availability. The manner in which the checks are cleared, presented for payment, and collected shall be in our sole discretion subject to the Account Agreement governing your Account.

**7. Availability of Funds.** Checks transmitted using *Mobile Check Deposit* are NOT subject to the funds availability requirements of Regulation CC. You may check the Mobile App for the status of your deposit and the availability of funds for withdrawal.

**8. Disposal of Transmitted Items.** You should keep all checks presented to us using Mobile Check Deposit in a safe place for at least 30 Days from the date of the deposit and you are able to verify that your check(s) have posted to your Account as expected before you permanently destroy them.

If requested by us within 30 Days from the date of your deposit, you agree to promptly provide to us the original check (or a legible copy of the front and back of the check) to aid us in the clearing and collection process or to help us resolve claims by third parties or in support of any internal auditing purposes. Failure to provide the original check or a legible copy of the front and back of the check at our request, may result in the rejection of your deposit.

**9. Access to the Service.** We reserve the right to change, suspend or discontinue your access to *Mobile Check Deposit*, in whole or in part, at any time, at our sole discretion without prior notice to you. Service denial can result from various events including, but not limited to, any of the following:

- a. any breach of this User Agreement or Account Agreements;

- b. changes in the status of any of your accounts with AlliedFCU; or
- c. return of deposited items due to non-sufficient funds, fraud or any other reason.

You may use *Mobile Check Deposit* only for personal use, in accordance with this User Agreement.

When using *Mobile Check Deposit*, it is possible that you may experience technical or other difficulties. We are not responsible for any technical or other difficulties using the Service or for any damages that you may incur as a result.

We reserve the right, in our sole discretion, to change, modify, add, or remove portions of *Mobile Check Deposit*.

**10. Hardware and Software.** In order to use *Mobile Check Deposit*, you must obtain and maintain, at your expense, compatible hardware (a smartphone) and software, and have access to the Internet, and have downloaded AlliedFCU's Mobile App from authorized distribution channels and install it on your smartphone. *Mobile Check Deposit* is designed to operate with a variety of common models of smartphone that are equipped with two-megapixel or better camera resolution. Any such third-party hardware and software is subject to the terms and conditions of the agreements you enter into directly with the third-party providers.

AlliedFCU is not responsible for providing any third-party software you may need to make the Service function on your smartphone.

**11. Errors.** You agree to notify us immediately of any suspected errors regarding checks deposited through Mobile Check Deposit. Unless you notify us within 60 days of receiving your regular account statement, you will forfeit your right to make a claim against us for any losses you might incur.

**12. Ownership & License.** You agree that we retain all ownership and proprietary rights in the Service, associated content, technology, Mobile App, and website(s), including all improvements, modifications, and derivative works (collectively, the "Product"). We grant, and you accept for the term of this User Agreement, a non-exclusive, non-assignable, non-transferable, non-sublicenseable, revocable, limited right and license to use the Product in connection with your Accounts. You may not copy, reproduce, distribute or create derivative works from the Product and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

**13. DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF MOBILE CHECK DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) WILL DELIVER ACCURATE OR RELIABLE RESULTS, AND (iv) WILL BE CORRECTED IF ANY ERRORS ARE IDENTIFIED IN THE SERVICE OR TECHNOLOGY.

**14. LIMITATION OF LIABILITY.** YOU AGREE THAT ALLIEDFCU WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ALLIEDFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**15. INDEMNIFICATION.** IN ADDITION TO THE INDEMNITIES SET FORTH IN THE OTHER AGREEMENTS, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS ALLIEDFCU FROM ALL LOSSES INCURRED BY US FOR CLAIMS AND DAMAGES RESULTING FROM BREACH OF THE WARRANTIES MADE BY YOU UNDER THIS USER AGREEMENT OR BREACH BY YOU OF ANY OF YOUR OBLIGATIONS UNDER THIS USER AGREEMENT.