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Mobile Banking, Text Banking & Mobile Deposit Addendum to Online Banking Term & Conditions

Revised April 15, 2014

This is an addendum (“Addendum”) to your **eBanking Online Banking Terms & Conditions** (“Agreement”), and sets forth additional terms and conditions for use of the Mobile Banking Services (“Mobile Banking”) offered through Community Financial Credit Union to you. Except where modified by this Addendum, the Agreement remains in effect. Terms defined in the Agreement that are not defined in the Addendum have the same meaning here. The term “Service” shall mean the service which is the subject of the section of this Addendum, in general the terms “Service” and “Services” shall mean any and all services which are the subject of this Addendum. This Addendum and the Agreement constitute the entire agreement between us and you relating to Mobile Banking. Your use of any Service covered by the terms of this Addendum constitutes your agreement to the terms and conditions applicable to that Service. If there is a conflict between the Agreement and this Addendum, the terms in this Addendum will govern your use of Mobile Banking & Mobile Deposit.

Community Financial Mobile Banking Service

Our Mobile Banking Service is free to subscribe to and use but message and data rates charges such as those from your communications service provider may apply.

Description of Service

Mobile Banking is a personal financial account management Service that allows you to (1) view your Community Financial account balances and recent account activity, and (2) conduct certain transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices (collectively, “Mobile Devices”). Community Financial Mobile Banking includes Short Message Service (SMS)/Text Banking (“Mobile Text”), Wireless Application Protocol (WAP) Banking (“Mobile Web”) and Mobile Application Banking (“Mobile App”).

Modification of Service

Community Financial reserves the right to modify the scope of the Mobile Banking Services at any time. We also reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming. Supported carriers currently include but are not limited to: AT&T, T-Mobile, Sprint, and Verizon Wireless.

Community Financial may change or upgrade Mobile Banking from time to time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device. From time to time, the credit union may develop additional Mobile Banking Services. When such Services are developed, you will have the opportunity to add them to your Community Financial Mobile Banking Service, provided you have a compatible Mobile Device. Visit www.cfcu.org/mobilebanking for a list of current mobile Services and information concerning any changes or upgrades we have made.

Use of Services

You accept responsibility for making sure that you understand how to use Mobile Banking. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Mobile Banking software (“Software”).

Mobile Banking Services Limitations

In addition to the limitations set forth in our eBanking Terms & Conditions, these Mobile Banking limitations apply:

- Neither Community Financial nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions.
- Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Mobile Banking.
- Deposit & loan balances provided may not include recent or pending transactions that have not yet posted to your account.
- Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through eBanking. Information available directly through eBanking may not be available via the Mobile Banking software and may be described using different terminology. The method of entering instructions via the Mobile Banking software also may differ from the method of entering instructions through eBanking. We are not responsible for problems caused by such differences, whether or not attributable to your use of the Mobile Banking software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

Community Financial Bill Pay Services, ePay

You must be enrolled in Community Financial’s online banking Service (eBanking) to activate and use our online bill pay Service (ePay) via your Mobile Device. Both eBanking and ePay Services are free of activation and usage charges; see the current [Fee Schedule](#) for transactional fees that may apply. ePay transactions require an active Community Financial personal or business checking account in good standing. Please contact us if you have questions about whether your account qualifies. See current [Important Account Information](#) regarding checking options.

Community Financial Secured Email Service

To use the Mobile Banking Secured Email feature, you must first enroll in Online Banking, eBanking, and provide an email address. Secured email may be used to communicate with our Member Service Center during business hours. Members are reminded NOT to send personal information via unsecured email.

Mobile Deposit Capture Service

Mobile Deposit “Service” allows you to use the camera on your mobile device to take a picture of a check and deposit it into your account at Community Financial. The features of this Service are subject to change from time to time. We reserve the right, in our sole discretion, to add Services, eliminate Services, or otherwise modify the terms or features of any Service. Any change will begin to apply upon the effective date of the change, and will apply only to your future use of the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

Limitations of Service

When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. This Service has qualification requirements, and we reserve the right to change the qualifications at any time without notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or to terminate your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

Eligible Community Financial Accounts

You may use the Service to deposit into any credit union checking account, money market, and/or savings accounts. Retirement, certificate, and health savings accounts are not eligible. Your accounts must be in good standing and you must be the owner or joint owner of record of the account into which you attempt to make a deposit. We reserve the right to restrict access to your accounts at any time without prior notice. You may not use the Service to deliver a check to us to make a payment on your credit card account or any other loan account you have with us.

Ineligible Items (Items which may not be deposited through the Service)

You agree to image and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that the image of the check transmitted to Community Financial shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not image and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person other than you.
- Checks made payable to persons or entities other than you or your business on business accounts.
- Checks that have been altered in any way, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable to you jointly with one or more other persons, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks previously returned not payable as a result of insufficient funds, stop payment, or other related reasons.
- Savings Bonds.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks that are postdated for after the date of deposit.
- Checks or items prohibited by Community Financial current procedures relating to the Service or which are otherwise not acceptable under the terms of your credit union account. Please contact us for current information concerning which items fall within this category.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks that have previously been submitted through the Service or through a remote deposit capture Service offered at any other financial institution or that have otherwise been deposited with Community Financial or any other financial institution, including checks that have been returned unpaid.

Endorsements and Procedures

You agree to endorse each check transmitted through the Service with your signature and/or business as it appears on the check and the endorsement **"For Mobile Deposit Only, CF Acct #."** You also agree to follow all other procedures and instructions for use of the Service as Community Financial may establish from time to time.

Receipt of Items

We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive, such as an image that is dropped during transmission. Submission does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We reserve the right to charge back to your account at any time any item that was subsequently returned to us or that we subsequently determine was an ineligible item. You agree that the credit union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Availability of Funds

You understand and agree that items transmitted using the Service are not subject to the funds availability requirements of Reg. CC or our Funds Availability Policy as it applies to items you deposit in person.

Accounts less than 30 days old may not have access to funds deposited through this this Service for seven (7) business days. Accounts that are more than 30 days old may have \$300 immediate availability from their deposit. After the first \$300, funds deposited using the Service will generally be made available in three (3) business days from the day of deposit.

Community Financial may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Community Financial, in its sole discretion, deems relevant. For the purposes of this Addendum, a business day is Monday through Friday, excluding all holidays observed by the Federal Reserve System.

In some cases, we may not make funds deposited using the Service available in accordance with this general policy. Should this occur a communication will be sent to you informing you as to when your funds will be available. In the event we receive an item you transmit through the Service where we have reason to doubt the collectability of that item, we may delay the availability of funds for a reasonable period of time until the item is either paid or returned. In such cases, we will notify you of this action.

Disposal of Transmitted Items

You agree to retain the original copy of each check that you transmit through this Service for at least sixty (60) calendar days from the date of the image transmission. After that 60-day period, you agree to destroy the check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree that you will take all necessary efforts to safeguard any checks until they are destroyed. During the time the retained check is available, you agree to promptly provide it to Community Financial upon request and agree that we may retain it or present it through the banking system for payment (if not previously paid) if we so desire. We will give you a receipt for any check we choose not to return to you.

Deposit Limits

We may establish limits on the dollar amount and/or number of items or deposits that you may transmit using the Service, and may modify those limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits that deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times. You can view your limits within the credit union's Mobile Banking application.

Presentment

The manner in which any item transmitted through the Service is cleared, presented for payment, and collected shall be in Community Financial's sole discretion, subject to the account agreement governing your account in which the item is deposited.

Errors

You agree to notify the credit union of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable Community Financial account statement is sent. Unless you notify Community Financial within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Community Financial for such alleged error.

By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. Community Financial bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Image Quality

The image of an item transmitted to Community Financial using the Service must be legible, as determined in the sole discretion of the credit union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Community Financial, the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve System, or any other regulatory agency, clearinghouse or item processing association.

Your Promises and Indemnification

You promise to Community Financial that:

- You will not transmit any ineligible items.
- You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.
- The digital image of the check transmitted to Community Financial is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf.
- You have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured is accurate.
- You will not deposit or present the original item again once you have successfully deposited it through Mobile Deposit.
- All information you provide to Community Financial is accurate and true.
- You will comply with this Addendum and all applicable rules, laws and regulations in using this Service.

You agree to indemnify and hold Community Financial harmless from any loss resulting from your breach of these promises.

Cooperation with Investigations

You agree to cooperate with us in the investigation of unusual transactions or poor quality transmissions, and in the resolution of claims related to items transmitted through the Service, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

Community Financial Short Message Service (SMS) Text Banking

Community Financial does not charge for SMS Text Banking. However, your mobile service provider may charge for sending and receiving text messages on your mobile phone. Check with your service provider for details on specific fees and charges that may apply. We may amend these terms, and modify or cancel the Service or any of its features without notice.

The following terms and conditions apply to your use of the SMS Service:

- You agree to provide Community Financial with a valid mobile phone number.
- You agree that we may send you text messages through your wireless provider. We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless service provider.
- You agree to **notify us immediately of any changes to your registered device. In case of unauthorized access to your device or Service, you agree to cancel the enrollment associated with the device immediately.**
- You agree that we may send you, by SMS/text, email, and other methods, communications relating to Mobile Banking, including without limitation welcome messages, account information, requests for information relating to use of Mobile Banking and marketing materials.
- You agree to use Mobile Banking carefully, to keep your password confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors promptly by calling Community Financial's Member Service Center at (877) 937-2328, and to cancel immediately your participation in Mobile Banking if you observe any material errors in the Mobile Banking Services or irregularities in how your transactions through the Service are handled.
- You agree to indemnify, defend, and hold us harmless from any third party claims, liability, damages or costs arising from your use of the Mobile Banking and its Services or from you providing us with a phone number that is not your own.
- You agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service; any errors in such information; any action you may or may not take in reliance on the information or Service; or any disclosure of account information to third parties resulting from your use of the Service. We will not be liable to you for special, indirect or consequential damages.
- If you use any location-based feature of Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you must cease using location-based features of Mobile Banking
- You agree not to use Mobile Banking or the content or information delivered through Mobile Banking 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, including any rights in the Software; (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) 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); (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) potentially 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) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- You agree that the Mobile Banking Services are for your use only (for personal and business accountholders). You agree not to resell or make commercial use of any feature of the Mobile Banking Service.

Obtaining a Community Financial Mobile App

Not all Mobile Banking App features are currently available on all mobile devices or with all operating systems. Availability depends on the mobile device's operating system and capabilities (such as a notification system or a built-in camera). Wireless carrier fees may apply. Check with your communications service provider for message and data charges.

For Android™: you must download the free Community Financial Mobile® App from the Google Play Store and enroll in Community Financial Mobile Banking.

For iPhone® and iPad® you must download the free Community Financial App from the App Store and enroll in Community Financial Mobile Banking.

BlackBerry®, Windows® Phone and any other mobile operating system will be able to download a Mobile Web app from Community Financial's website www.cfcu.org.

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Windows® Phone is a trademark of the Microsoft group of companies. Windows is a registered trademark of Microsoft Corporation in the United States and other countries.

General Provisions (Apply to All Services)

Disclaimer of Warranties

YOU AGREE YOUR USE OF THE SERVICES 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 SERVICES, 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 SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

Limitation of Liability

YOU AGREE THAT WE 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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 ANY OR ALL SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM.

Amendments to Addendum

The terms and conditions of this Addendum are subject to change from time to time. We reserve the right, in our sole discretion, to add Services, eliminate Services, or otherwise modify the terms or features of any Service. Any change will begin to apply upon the effective date of the change, and will apply only to your future use of the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

Ownership & License

You agree that the credit union retains all ownership and proprietary rights in all Services covered by this Addendum, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Addendum. Without limiting the effect of the foregoing, your breach of the terms of this Addendum shall at our option immediately terminate your right to use the any and all of the Services covered by this Addendum. Without limiting the restriction of the foregoing, you may not use the Services for any purpose which would be contrary to Community Financial's business interest or to Community Financial's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services. You acknowledge that the Software related to the Services may be subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology related to the Services provided under this Addendum, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

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