

**Southwest 66 Credit Union Mobile Banking Application Services Agreement and Disclosure**  
**Effective: June 1, 2017**

This Agreement sets forth the terms and conditions for use of Southwest 66 Credit Union's Mobile Banking Application ("App") offered by Southwest 66 Credit Union ("we", "our", "us") to you as a member ("you", "your" or "User") of Southwest 66 Credit Union.

**ACCEPTING THIS MOBILE BANKING SERVICES AGREEMENT (the "Agreement")**

By use of the app, you agree to abide by the terms and conditions set forth in this Agreement.

**MOBILE BANKING SERVICE**

A. Description of Services

SW66CU's Mobile Banking App provides you with the ability to access your SW66CU accounts through your Mobile Device and will provide you the ability to perform services, such as, view account balances and transaction detail, transfer funds between your SW66CU accounts, make bill payments to established bill payees, deposit checks and locate SW66CU Service Center locations and ATMs. All services may not be available to all users. Other services may be available or may be added in the future. We reserve the right to modify the scope of the services at any time. We reserve the right to refuse to make any transfer or transaction you request through the SW66CU Mobile Banking App. You agree and understand that our Mobile Banking App may not be accessible or may have limited utility over some mobile telephone networks, while roaming or otherwise. When you register for SW66CU's Mobile Banking App, you designate the SW66CU accounts that will be accessible to you through the SW66CU Mobile Banking App on your Mobile Device.

B. Use of Services

You accept full responsibility for making sure that you understand how to access and use the SW66CU Mobile Banking App before you actually do so and for using it in accordance with the online instructions posted on our website. You also accept full responsibility for making sure that you know how to properly use your mobile device and the software that enables you to access and use our Mobile Banking App. Regardless of any changes we may make in accessing or using our Mobile Banking App and the services, you are responsible for making sure that you understand how to access and use them. We will not be liable to you for any losses, costs or damages caused by your failure to properly access or use our Mobile Banking App or its services, or on your Mobile Device.

C. Relationships to Other Agreements

You agree that when you accept this Agreement, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, 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 our Mobile Banking App (this includes fees for data usage and text messaging rates), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your Mobile Device service carrier or provider is responsible for its products and services and that any issues that arise regarding such products and services will be resolved with the provider and carrier. You agree that we shall not be liable or responsible for resolving any such provider or carrier issues, nor for any associated costs, losses or damages. You also agree that if you have any problems with our Mobile Banking App and its services that you will contact us directly. The accounts you access using our Mobile Banking App continue to be subject to the terms and

conditions of SW66CU's Membership Agreement, Truth-in-Savings Agreement, Fee Schedule and Funds Availability Schedules or other applicable account disclosures with us.

D. D. SW66CU Mobile Banking - Transfers/Transactions

You may use our Mobile Banking App to transfer funds between your eligible SW66CU deposit and credit accounts ("Account Transfer") and to request bill payments to established payees ("BillPay"). Federal regulation limits the number of transfers and withdrawals you may make from your Savings or Money Market Accounts to six per calendar month or statement cycle (or similar period) of at least four weeks, to another account (including a transaction account) of yours at the credit union or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, which includes online and mobile banking transfers. In addition, SW66CU Fee Schedule details fees for transfers between the above noted non-transactional accounts. A preauthorized transfer includes any arrangement by the credit union to pay a third party order received through an automated clearing house (ACH) or any arrangement by the credit union to pay a third party from your account at a predetermined time or on a fixed schedule. If you exceed these transfer limitations, your account will be subject to closure by the credit union. For consumers, other transaction limitations are provided in the membership agreement, which is made part of this Disclosure and hereby incorporated by reference. We may also limit the type, frequency and amount of transfers/transactions for security purposes and may change or impose the limits without notice, at our option.

## **YOUR RESPONSIBILITIES**

When you use your Mobile Device to access accounts you designate during our Mobile Application registration process, you agree to the following:

A. Account Ownership/Accurate Information

You are the legal owner of the Account(s) and other financial information which may be accessed via our Mobile Banking App. You represent and agree that all information you provide to us in connection with our Mobile Banking App is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using our Mobile Banking App. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Mobile Device you will use to access our Mobile Banking App.

B. User Security

You agree not to give or make available your SW66CU Mobile Banking App User Name, Password or other means to access our Mobile Banking App to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using our Mobile Banking App. If you permit other persons to use your Mobile Device, SW66CU Mobile App User Name and Password or other means to access your accounts through our Mobile Banking App, you are responsible for any transactions they authorize. If you believe that your SW66CU Mobile Banking App User Name, Password, Mobile Device or other means to access your accounts through our Mobile Banking App has been lost or stolen or that someone may attempt to use our Mobile Banking App to access your accounts or has transferred money without your consent, you must notify us promptly. We make no representation that any content or use of our Mobile Banking App is available for use in locations outside of the United States. Accessing our Mobile Banking App from locations outside of the United States is at your own risk.

C. User Conduct

You agree not to use our Mobile Banking App or the content or information delivered through our Mobile Banking App 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 our Mobile Banking App 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 service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, unlawfully threatening or unlawfully harassing; (g) be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Services; (i) interfere with or disrupt the use of our Mobile Banking App by any other user; or (k) use our Mobile Banking App in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Commercial Use or Re-sale

You agree that our Mobile Banking App is for your personal or business use only and you agree not to resell or make commercial use of it.

E. Indemnification

Unless caused by our intentional misconduct, you agree to protect and fully indemnify us from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your improper access to and use of the Services or the Software or your infringement of any intellectual property rights.

F. Service Charges

You agree to pay related account transaction fees and charges in accordance with SW66CU's current fee schedule and as amended from time to time. The current fee schedule may be found on our website, [www.southwest66.com](http://www.southwest66.com). In the future, we may add to or enhance the services and features offered through our Mobile Banking App. By using such added or enhanced features, you agree to the fees in accordance with the SW66CU fee schedule in effect at that time.

G. Changes or Cancellation

We reserve the right to change or cancel your access to and use of our Mobile Banking App at any time without notice. You agree that we will not be liable to you or any third party for any discontinuance of SW66CU's Mobile Banking App.