

Mobile/Text Banking Agreement and Disclosure



I. Introduction

CityMark Federal Credit Union endeavors to provide you with the highest quality Mobile and Text Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Mobile and Text Banking services and features in the future. Any such added Mobile and Text Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile and Text Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile and Text Banking services we offer without notice, except as may be required by Law.

II. Definitions

As used in this Agreement and Mobile and Text Banking services, the following words have the meanings given below:

"Account(s)" means your eligible CityMark Federal Credit Union checking, savings, loan, certificate of deposit or safe deposit box information and other CityMark Federal Credit Union products that can be accessed through Mobile and Text Banking.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile and Text Banking" means the banking services accessible from the Device you have registered with us for Mobile and Text Banking.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile and Text Banking service.

"We," "Us," and "Credit Union" means CityMark Federal Credit Union.

III. Mobile and Text Banking Service

A. Description of Service. Mobile and Text Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile and Text Banking allows you to access your CityMark Federal CREDIT UNION account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize the Mobile and Text Banking Service, you must be enrolled to use Online Banking and then activate your Device within the Online Banking system.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile and Text Banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile and Text Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. CityMark Federal Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

B. Use of Service. In order to properly use Mobile and Text Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile and Text Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile and Text Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile and Text Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

C. Other Agreements. You agree that, when you use Mobile and Text Banking, you remain subject to the terms and conditions of your existing agreements the Credit Union except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider 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 that might impact your use of Mobile and Text Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile and Text Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile and Text Banking.

IV. Permitted Mobile and Text Banking Transfers

You may use the Service to transfer funds between your eligible CityMark Federal Credit Union accounts ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using Mobile and Text Banking. All Internal Transfers will be posted to your account immediately upon confirmation of request.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile and Text Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile and Text Banking or any other methods outlined in your Deposit Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

V. Fees

You may be charged by your wireless carrier for data/text messages as outlined in your contract with your specific carrier. CityMark Federal Credit Union will not change any fees to access the text banking or mobile banking application.

VI. Your Responsibility

You represent and agree to the following by enrolling for Mobile and Text Banking or by using the Service:

A. Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile and Text Banking. You represent and agree that all information you provide to us in connection with Mobile and Text Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile and Text Banking. 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 Device you will use to access Mobile and Text Banking.

B. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile and Text Banking. You agree not to leave your Device unattended while logged into Mobile and Text Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile and Text Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of Mobile and Text Banking is available for use in locations outside of the United States. Accessing Mobile and Text Banking from locations outside of the United States is at your own risk.

C. User Conduct. You agree not to use Mobile and Text Banking or the content or information delivered through Mobile and Text Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of 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 and Text 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 and Text Banking; (i) interfere with or disrupt the use of Mobile and Text Banking by any other user; or (j) use Mobile and Text Banking 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 the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile and Text Banking or resell, lease, rent or distribute access to Mobile and Text Banking.

E. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless CityMark Federal Credit Union its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors 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 (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile and Text Banking.