

Mid-Kansas Credit Union

Mobile Banking Services and Remote Deposit Capture Agreement and Disclosures

Agreement

Your use of Mid Kansas Credit Union Mobile Banking Services constitutes your agreement to be bound by the terms and conditions of the agreement, as adjusted and disclosed from time to time.

Introduction

MKCU may offer additional mobile banking services and features in the future. Any added mobile banking services and features will be governed by the Agreement and by any terms and conditions provided at the time the new mobile banking service or feature is added, or at the time of enrollment for the service or feature if applicable. MKCU may amend these terms, or modify or cancel a mobile banking service without notice in the event of a security compromise or other urgent need to suddenly change or suspend procedures. In the case of a less urgent need to modify general procedures, a notice will be posted on our website www.mkcu.com no less than fifteen (15) days before implementation of the modifications. In the case of a less urgent need to modify or suspend procedures on your account only you will receive notice no less than fifteen (15) days before implementation of the modification.

Definitions

As used in this Mobile Banking Service Agreement, the following words will have the definitions given below:

“Account(s)” means eligible Mid Kansas Credit Union checking, money market, savings, loan, share certificates, and other MKCU products that can be accessed through the mobile banking service.

“Device” means a cellular phone or similar wireless communication device onto which is downloaded software provided by MCKU for the purpose of permitting mobile banking. A “device” is also a cellular phone or similar wireless communication device that is capable of conducting banking transactions at the MKCU Mobile Banking site through text (SMS) messaging, Wireless Application Protocol (WAP), or other products that MKCU selects or approves. Fees may be assessed by the wireless carrier for data or text messaging services. Please consult your plan or provider for details.

“Mobile Banking” means the banking services accessible from the device registered with MKCU for mobile banking.

“You” means each person with authorized access to accounts, and who applies and uses the Mobile Banking Service.

“Your(s)” applies to accounts and devices used by authorized persons to access Mobile Banking and/or Remote Deposit Capture.

“We”, “Us”, and “Credit Union” mean Mid Kansas Credit Union (MKCU).

Mobile Banking Service

Mobile 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 used for managing accounts and services with MKCU. Mobile Banking allows access to MKCU account information, transfer of funds between accounts, deposit of items remotely, and other banking transactions. To utilize the mobile banking service, first enroll in FlexTeller Online Banking (PC Banking).

MKCU reserves the right to limit the types and number of accounts eligible, and the right to refuse to make any transaction requested through mobile banking. MKCU also reserves the right to modify the scope of Mobile Banking Service at any time.

Mobile banking may not be accessible over some network carriers. In addition, the Mobile Banking Service may not be supportable for all devices. MKCU cannot guarantee, and is not responsible for the availability of data services provided by your mobile carrier, such as (but not limited to) data outages or “out of range” issues.

MKCU may modify the Mobile Banking Service at our sole discretion. In the event of modifications, you will be notified no less than fifteen (15) days prior to implementation of modifications. However, in the event of a security compromise or other urgent need to suddenly change or suspend procedures, modifications will be made immediately, and an announcement will be posted on the website www.mkcu.com. You are responsible for ensuring that you understand how to use the Mobile Banking Service as modified. You also accept responsibility for ensuring that you know how to properly use your device, and MKCU will not be liable for any losses caused by your failure to properly use the Mobile Banking Service on your device.

You agree that, when you use the Mobile banking Service, you remain subject to the terms and conditions of your existing agreements 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 include fees, limitations, and restrictions which may impact your use of the Mobile Banking Service (such as data usage or text messaging charges imposed by your mobile service provider, or uses of or interaction with the Mobile Banking Service), 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 MKCU.

You agree to contact us directly if you have any problems with the Mobile Banking Service.

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

Permitted Mobile Banking Transfers

You may use the Mobile Banking Service to transfer funds between your eligible MKCU accounts. You may not transfer to or from an account at another financial institution using our Mobile Banking Service. Federal regulations (Reg D) 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 the Mobile Banking Service is counted as one of the six limited transactions permitted during each monthly statement cycle period, as described in MKCU Membership and Account Agreement Disclosure and Truth-In-Savings Disclosure.

MKCU may also limit the time, frequency, and amount of transfers for security purposes, and may change or impose limits at our discretion and without notice in the event of a security compromise or other urgent need to suddenly change or suspend procedures. In the case of a less urgent need to modify general procedures, a notice will be posted on our website www.mkcu.com no less than fifteen (15) days before implementation of the modifications. In the case of a less urgent need to modify or suspend procedures on your account only you will receive notice no less than fifteen (15) days before implementation of the modification.

Electronic Signature

Your use of the Mobile Banking Service constitutes your consent and agreement that your User Name and authorized MKCU FlexTeller Password, which you used to access this service, constitutes your signature, acceptance, and agreement to the terms and conditions provided in this agreement, as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third party verifications will not in any way affect the enforceability of your signature or any resulting contract between you and the credit union.

Email Address

You agree to notify MKCU via phone, email, mail, or in-person if you change your email address within ten (10) business days of the date the email address is changed.

Mobile Banking Fees

MKCU reserves the right to include usage fees in this Mobile Banking Agreement with no less than thirty (30) days notice.

Remote Deposit Capture

If and when you are approved for enrollment in RDC, deposits to your MKCU account may be made remotely using your smart phone device by submitting an image of the front and back of the check. As originally agreed, you must write a restrictive endorsement on the back of the check, which includes the signature of the account owner, followed by "For mobile deposit only. MKCU account # _____".

Receipt of Items

MKCU reserves the right to reject any item transmitted through the RDC Service, at our discretion, and we may limit the amount or number of items you can deposit with this service in a day or in a given period of time. If we doubt the collectability of an item, we may place holds until funds are received from the institution on which the item is drawn.

MKCU is not liable for items we do not receive, or for images that are not transmitted completely.

Availability of Funds Deposited Through Remote Deposit Capture

Deposits received before 3:00 pm on a business day will be considered received on that day. Deposits totaling less than \$200 in one day will be made available at the time of deposit. For deposits totaling greater than \$200 in one day, \$200 will be made available at the time of deposit, and an additional \$200 of remaining funds will be available on the following business day. The remaining deposit will be available on the third business day.

If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that MKCU may charge the amount of the return to the account where the item was originally deposited. If there are not sufficient funds in your account to cover the amount of the returned item, the account will be overdrawn and you will be responsible for payment of related fees.

MKCU's liability for errors or omissions with respect to the data transmitted or printed by MKCU will be limited to correcting the errors or omissions. You agree to your personal responsibility to ensure the security of the personal computer and/or mobile device you own and use to access the service, which includes the security of any wireless or internet service or network you may be utilizing. You agree the MKCU will not be liable for direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for lost profits, goodwill, use of data or other losses resulting from use of the service, inability to use the services, or termination of the services, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise) even if MKCU has been informed of the possibility thereof. You agree to indemnify and hold harmless MKCU from any loss for breach of the warranty provision, such that you warrant to MKCU that:

- a. You will only transmit eligible items that are properly endorsed. The item must be endorsed with the signature of the account owner, followed by "For mobile deposit only. MKCU account # _____".
- b. Images will meet the image quality standards. The deposit will be rejected if the images of both front and back are not complete or clearly legible.
- c. You will not transmit duplicate items.
- d. You will not deposit or re-present the original item once it has been scanned and sent through this service unless specifically requested to do so by MKCU.
- e. All information you provide to MKCU is accurate and true.
- f. MKCU will not sustain a loss because you have deposited an image.
- g. You will comply with the original and any subsequent provisions of the agreement and all applicable rules, laws and regulations.

- h. You agree to securely store each original check that you deposit using these services for a period of at least thirty (30) days after you transmit the original check. After 30 days, you may safely destroy the original check.
- i. You will notify the credit union immediately of any security breach on your end of the transaction.

Eligible Items for Deposit through Remote Deposit Capture

You agree to submit only “checks” as defined in Federal Reserve Regulation CC. You agree that the image of the check transmitted to MKCU shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code.

Deposit Limit

Any check in an amount exceeding \$2,000.00 may not be accepted for deposit through Remote Deposit Capture.

Unacceptable Items for Deposit

- Checks drawn on a foreign bank
- Money orders
- An item drawn on your account at MKCU
- An item that contains evidence of alteration
- A check previously converted to a “substitute check”, as define in Regulation CC
- A stale dated, expired, or post-dated item
- Any item that has been returned such as “non-sufficient funds” or “refer to make”, or any other reason
- Any item that is a duplicate presentment
- Cash
- Savings bonds
- Non-negotiable items
- Incomplete check – an item that does not contain signature(s) of the maker, proper endorsement signatures(s), and/or missing any of the required key information
- Third party check – an item issued by an individual (1st party) made payable to another person (2nd party), then signed over to a third person (3rd party)
- Check to be deposited to an IRA
- Check to be deposited to a Share Certificate
- Check exceeding the amount of \$2,000.00

Responsibilities

You represent that you are the legal owner of the accounts and other financial information which may be accessed using the Mobile Banking Service. You represent and agree that all information you provide to MKCU in connection with the Mobile Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Mobile Banking

Service. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the mobile device you will use to access the Mobile Banking Service. You understand that you are solely responsible to verify that items deposited using the Remote Deposit Capture have been received by MKCU.

Unavailability of Services

You understand and agree that the mobile banking services may at times be temporarily unavailable due to system maintenance or technical difficulties. In the event that any of the services included in our Mobile Banking Services are unavailable, you acknowledge that you can deposit an original check at our main location at 104 S. Ave B in Moundridge KS, our branch location at 200 W. 2nd in Buhler KS, or by mail to PO Box 608, Moundridge KS, 67107.

Remote Capture Deposit Fees

MKCU reserves the right to include usage fees in this Remote Deposit Capture Agreement with notice posted on the website www.mkcu.com thirty (30) days before fees take effect or are changed.

Security

You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using the Mobile Banking Services. You agree not to leave your mobile device unattended while logged into the mobile banking site, and to log off immediately at the completion of each access. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your mobile device, login information, or any other means to access mobile banking, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you. We make no representations that the Mobile Banking Services will be available for use in locations outside the United States.

Conduct

You agree not to use the Mobile Banking Services or the content or information delivered through the Mobile Banking Services in any way that would be considered illegal.

Forgery

If a draft determined to be fraudulent, presented more than once, or returned for any reason, including non-sufficient funds or closed account, the funds will be removed from the account in which it was deposited. In this event you will receive a mailed notification and related fees will apply.

Termination

MKCU reserves the right to terminate Mobile Banking Services and Remote Deposit Capture Services without notice in the event of a security compromise or other urgent need to suddenly terminate procedures. In the case of a less urgent need to terminate general procedures, a notice will be posted on our website www.mkcu.com no less than fifteen (15) days before implementation of the

termination. In the case of a less urgent need to modify or suspend procedures on your account only you will receive notice no less than fifteen (15) days before implementation of the termination.

Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless MKCU, its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses, and costs caused by or arising from (1) a third party claim, dispute, action or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Mobile Banking Service; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of the Mobile Banking Services.

Warranties

You agree to submit complete and clearly legible documents for deposit, and to retain submitted documents for thirty (30) days following date of deposit. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless MKCU, its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses, and costs caused by or arising from failed processes including, but not limited to submission of unusable images, failure to retain images to rescan, and failure to resubmit a failed image upon request.

Lost or Stolen Mobile Device or Password; Unauthorized Transfers

If you believe your mobile device, user name (login ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us AT ONCE at 620-345-2980. For a description of your and the credit union's responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your Membership and Account Agreement. In case of errors or questions about your account, please refer to the Electronic Funds Transfer Agreement and Disclosure give at account opening for a description of the error resolution process as well as how transfer and deposits are processed on your account. If you need a copy of the agreement or have additional questions regarding the Mobile Banking Service, please contact a Member Service Representative by calling 620-345-2980.

Changes in Agreement

Changes to this agreement will be posted on our website (www.mkcu.com) no less than thirty (30) days before the change takes effect, except in the event of security issues and/or as noted above.