



Founders Federal Credit Union  
737 Plantation Road  
Lancaster, SC 29720  
1-800-845-1614  
foundersfcu.com

## MOBILE BANKING AGREEMENT AND DISCLOSURE

This Mobile Banking Agreement and Disclosure amends the online banking section of your Membership Agreement and Disclosures with the Credit Union and contains the terms that govern your use of the Credit Union's mobile banking service ("Mobile Banking"). You may use this service to access your accounts on a mobile device. "Device" means any mobile device, desktop, terminal, or other electronic device to access Mobile Banking. By using Mobile Banking to access an account, you are agreeing to the terms of this Agreement.

### **Other Agreements:**

This Mobile Banking Agreement and Disclosure supplements the other account agreements and disclosures provided at the time you opened your account, including the Membership Agreement and Disclosures and the Truth-in-Savings Rates and Fees Schedule. You should review those documents carefully, as they include transaction limitations and fees which might apply to your use of Mobile Banking. You agree that, when you use Mobile Banking, 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.

### **Fees and Data Rates:**

We do not charge a fee for Mobile Banking. Standard data rates from your mobile service provider may also apply. We are not responsible for any fees or charges imposed by your mobile service provider or any other third party.

### **Text Banking:**

Founders offers mobile access to your eligible account information over SMS, as well as the option to set up alerts for your accounts. You may select the type of alerts and other preferences which will impact, together with your account data, the frequency of alerts delivered to you. This program will be on-going. You may opt out of this program at any time.

### **Description of Service:**

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services to our account holders. 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 Banking allows you to access your Credit Union account information, transfer funds, view account balances, view account detail and history, and account maintenance.

We reserve the right to limit the types and number of accounts eligible for mobile banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supported for all Devices. The 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.

### **Enrollment and Use of Service:**

To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then register your mobile device within the Online Banking system. To activate Mobile Banking, you must follow the instructions at the Online Banking website. You may be required to enter passwords and/or PINs to access Mobile Banking.

You agree to accept responsibility for making sure you understand how to use Mobile Banking and that you will contact us directly if you have any problems with Mobile Banking. You will also accept responsibility for making sure that you know how to properly use your Device, and Credit Union will not be liable to you for any losses caused by your failure to properly use the Service or your Device. We will also not be liable, and you agree to indemnify us for any claims, damages or liabilities if you misuse or misappropriate the Mobile Banking service in any manner, or if you use Mobile Banking to commit any illegal or fraudulent act or to violate the rights of any third-party.

If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate internal transfer via Mobile Banking. Transfer transaction requests received after 3:00 pm EST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Credit Union chooses to remain closed, will be processed on the Credit Union's next business day.

### **Use of Google Maps:**

You agree to abide by the Google terms and conditions of use found at [https://www.google.com/help/terms\\_maps/](https://www.google.com/help/terms_maps/) and the Google Legal Notices found at [https://www.google.com/help/legalnotices\\_maps/](https://www.google.com/help/legalnotices_maps/), or other URLs as may be updated by Google.

### **Suspension of electronic services and access to share or deposit accounts:**

Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. These services and account access may also be suspended or terminated due to inactivity or nonparticipation as allowed by law. In any case, we shall not be liable to you in any regard in connection with such suspension of services.

### **User Liability:**

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 of access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

**Equipment and Software:**

Credit Union does not guarantee that your Device or mobile phone service provider will be compatible with Mobile Banking. You are responsible for the set-up, maintenance, and security of your Devices.

Mobile phones and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. Credit Union will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. Credit Union will also not be responsible if any non-public personal information is accessed via Mobile Banking due to any of the above named viruses residing or being contracted by your Device at any time or from any source.

**Ownership:**

You acknowledge and agree that a third party provider or licensor to Founders ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to the Mobile Banking Services from us and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

**License:**

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

**Restrictions:**

You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

**Proprietary Rights:**

The Application is licensed, not sold to you. You acknowledge and understand that the Licensor owns all right, title and interest in and to the Application, including without limitation all intellectual property rights therein.

**Updates:**

The terms of this Agreement will govern any updates that replace and/or supplement the original Application, unless such update is accompanied by a separate license in which case the terms of that license will govern.

**Consent to Use of Data:**

You agree that the Credit Union may collect and use technical and non-technical data and related information, including but not limited to technical information about your device, system and peripherals, that is gathered periodically to facilitate the provision of Application updates and other services (if any) to you, as well as for marketing purposes and market research.

**DISCLAIMER OF WARRANTIES:**

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED 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 WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

**LIMITATION OF LIABILITY:**

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.









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## EXTERNAL TRANSFER - AUTHORIZATION AND AGREEMENT

I understand and acknowledge that the External Transfer feature allows me to electronically transfer funds for deposit or loan payment between my eligible Founders Federal Credit Union (herein referred to as "Credit Union," "we") accounts and my account at another financial institution, once I have successfully registered my external account(s). This includes:

- one-time transfer, which allows me to initiate multiple, non-recurring, individual transfers based on the transfer date and dollar amount through the External Transfer feature online as needed for deposit or loan payments; and/or
- recurring transfers, which allows me to initiate recurring transfers of a set dollar amount at regular intervals that have been established through External Transfer feature online for deposit or loan payments.

Subject to the terms of the External Transfer feature, including the terms of my Mobile Banking Agreement and Disclosure and Membership Agreement and Disclosures with the Credit Union, I hereby authorize the Credit Union to initiate deposits and/or withdrawals to/ from my eligible accounts and each registered account at another financial institutions as indicated, and to deposit and/or withdraw to and from such accounts for (1) varying amounts at various times by making on-demand transfers pursuant to my instructions, and/or (2) for a fixed amount at the frequency selected by making recurring transfers pursuant to my instructions. If any transfer date falls on a weekend, holiday, or after the daily cutoff time of 3:30 pm, I understand and agree that the transfer may be executed on the next business day. I understand and agree that certain transfers may take up to five business days to be completed. The Credit Union may establish limits on the dollar amount of transfers from time to time. I understand and agree that if I attempt to initiate a transfer in excess of these limits, the Credit Union may reject the transfer. If we permit you to make a transfer in excess of these limits, such limits will still be subject to the terms of this Agreement, and we will not be obligated to allow such transfers at other times. We reserve the right to decline to complete any funds transfer, to submit funds transfer instructions or orders, or to carry out change or cancellation requests.

I hereby represent and warrant that I have all necessary right, power and authority to debit and credit the account(s) at another financial institution, and that all information is complete and accurate. I agree that transfers that I authorize comply with all applicable law.

Should an incorrect amount be withdrawn from or deposited to my account at another financial institutions or my Founders Federal Credit Union account(s), I authorize the Credit Union to correct the error by debiting/crediting my account at another financial institution or my Credit Union account(s).

Any modifications to my authorization (e.g., addition of certain outside banks) must be made through External Transfer feature through Founders Online.

I hereby authorize the Credit Union to initiate a withdrawal to the external account indicated during the application workflow at the depository institution named within that process. I hereby represent and warrant that I have all necessary right, power and authority to debit and credit the external account(s) identified above, and that all information entered during the application process is complete and accurate. I agree that ACH transactions I authorize comply with all applicable law. I acknowledge that the origination of ACH transactions must comply with the provisions of applicable law and the rules of the National Automated Clearing House Association (NACHA). I request the financial institution that holds my external account to honor all transfers initiated in accordance with this authorization form.