



CommonWealth One Federal Credit Union Mobile Banking Service Agreement and Disclosure

{Last Updated 10/29/2013}

Introduction

The use of Commonwealth One Federal Credit Union Mobile Banking Services constitutes acceptance of this agreement and disclosure.

We may offer additional Mobile Banking services and features in the future. Any added Mobile 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 Banking service or feature is added 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 Banking service we offer without notice, except as may be required by Law.

Definitions

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

"Account(s)" means your eligible Commonwealth One Federal Credit Union checking, savings, loan, share certificates and other Commonwealth One Federal Credit Union products that can be accessed through the Mobile Banking Service.

"Device" means a cellular telephone or similar wireless communication device onto which you have downloaded software provided by us for the purpose of permitting Mobile Banking. A "Device" is also a cellular telephone or similar wireless communication device that is capable of conducting banking transactions at our Mobile Banking site through text (SMS) messaging, Wireless Application Protocol (WAP), or other products that we select or approve. Your wireless carrier may assess you fees for data or text messaging services. Please consult your plan or provider for details.

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

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

"We", "Us", and "Credit Union" means Commonwealth One Federal Credit Union.

Mobile Banking Service

Mobile Banking is offered as a convenience and supplemental service to our Online Branch services. It is not intended to replace access to Online Branch from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Commonwealth One Federal Credit Union account information, use bill pay, transfer funds between



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your accounts, deposit items remotely and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled in Online Branch.

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 Banking. We may also reserve the right to modify the scope of the 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. Commonwealth One Federal Credit Union 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.

You agree to accept responsibility for learning how to use Mobile Banking in accordance with the instructions and agree that you will contact us directly if you have any problems with Mobile Banking.

We may modify the Mobile Banking Service from time to time at our sole discretion. In the event of any modifications, you will be notified prior to implementation of modifications. You are responsible for making sure you understand how to use Mobile 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 Mobile Banking Service or your Device.

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. You understand that those agreements may include fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), 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 credit union product accessed through this Mobile Banking service is also 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 might apply to your use of Mobile Banking.

Permitted Mobile Banking Transfers

You may use the Mobile Banking Service to transfer funds between your eligible Commonwealth One FCU accounts. You may not transfer to or from an account at another financial institution using our Mobile Banking Service.

Federal regulation (Reg. D) requires 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 Banking is counted as one of the six limited transactions permitted during each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures.



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

Mobile Deposit Capture

Deposits to your CommonWealth One Federal Credit Union account may be made remotely using your smart phone device by submitting an image of the front and back of a check.

Eligible Items for Deposit through Mobile Deposit Capture

You agree to 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 CommonWealth One shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Virginia. You agree that you will not use the Service to deposit any checks or other items as shown below:

- Checks or items initially payable to any person or entity other than you.
- Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which 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 or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to date of deposit.
- Checks or items prohibited by CommonWealth One's current procedures relating to the Service or which are otherwise not acceptable under the terms of your CommonWealth One account.
- Travelers Checks
- Money Orders
- US Savings Bonds

Availability of Funds Deposited Through Mobile Deposit Capture

Deposits made through Mobile Banking using the Mobile Deposit Capture method will follow the availability requirements outlines Regulation CC. Regular hold times are as follows:

- All checks deposited on one business day will be combined for an aggregate amount
- The first \$200 will be made available the 1st business day after the day of deposit
- Any remaining amount will be available on the 2nd business day after the day of deposit
- All credit is provisional until credit has been received by the paying financial Institution



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- Deposit cut off time for Mobile Deposit Capture is **3:00 PM ET**, each business day. Any deposit made after the cut off time will be accepted the following business day.

We reserve the right to extend any hold placed in an emergency situation where there is a failure of communications or computer equipment and if we have any reason to believe an item will not be paid.

Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. The Credit Union makes FAQs available on our website to address many commonly asked questions regarding the Service. The FAQs may be updated from time to time to address changes or enhancements in the Service.

Endorsement, Retention and Disposal of Transmitted Items

- You agree to properly endorse the check on the back as it appears on the *Payable to line* and the words **FOR MOBILE DEPOSIT ONLY** are required.
- You agree to securely store each original check that you deposit using these services for a period of at least sixty (60) days. After sixty (60) days and no later than ninety (90) days after you transmit the original check, you safely destroy the original check.
- You agree to never re-present a check for deposit.
- You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.
- You promptly provide any retained check to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide us with the check requested, you will be liable for any unresolved claims by third parties.

Fees Charged for Mobile Banking

Currently, Commonwealth One FCU does not charge fees for subscribing to or using Mobile Banking. However, we may assess fees (a) as described in the applicable product or Account Disclosure Statement or fee schedule (including applicable transfer fees), or (b) for products and services purchased online.

We reserve the right to institute or change fees for Mobile Banking by sending you prior notice.

Responsibilities

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



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that items deposit using the Mobile Deposit Capture have been received by us. You will be responsible for the payment of all telecommunications expenses associated with the Service. Commonwealth One shall not be responsible for providing or servicing any equipment for you. The Credit Union makes FAQs available on our website to address many commonly asked questions regarding the Service. The FAQs may be updated from time to time to address changes or enhancements in the Service.

Unavailability of Services

You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties. In the event any of the services included in our Mobile Banking Services are unavailable, you acknowledge that you can deposit an original check at our branches or through ATM that accepts your deposit, or by mail.

Security

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. 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 Mobile Banking will be available for use in locations outside of the United States.

Conduct

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

Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Commonwealth One FCU its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused 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 Mobile Banking.

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 immediately at (703) 823-5211. For a description of your and the Credit Union's responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your account's Deposit Agreement.



Ownership & License

You agree that Commonwealth One retains all ownership and proprietary rights in the Service, associated content, technology, and website. Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Commonwealth One's business interest, or (iii) to Commonwealth One'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 Service.

DISCLAIMER OF WARRANTIES

YOU AGREE YOUR USE OF THE SERVICE 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 SERVICE, 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 SERVICE (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 SERVICE 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 SERVICE 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 THIS SERVICE, REGARDLESS OF THE FORM OR ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF COMMONWEALTH ONE HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Force Majeure

CommonWealth One shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond Commonwealth One's reasonable control.

User Warranties and Indemnification

You represent and warrant to Commonwealth One that:

- That you will comply with all federal and state laws, and rules and regulations applicable to online transactions, including those related to use for a criminal purpose and the National Automated Clearing House Association and regional clearing houses, the Board of Governors of



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the Federal Reserve System, Electronic Check Clearing House Organization (ECCHO) or any other organization to which the Credit Union belongs;

- That you are authorized to use Commonwealth One Mobile Deposit Service and perform your obligations under this Agreement;
- That the items and checks presented do not contain any computer viruses or other harmful, intrusive or invasive codes;
- That all checks imaged are made payable to you;
- That all signatures on each check are authentic and authorized;
- That each check has not been altered;
- You will only transmit eligible items;
- Images will meet the image quality standards;
- You will not transmit duplicate items;
- You will not deposit or represent the original item;
- All information you provide to Commonwealth One is accurate and true.
- That you will assist the Credit Union and its processor in providing the Mobile Deposit Services and resolving any errors, disputes or other issues related to Commonwealth One Mobile Deposit Capture.

In the event that you breach any of these representations or warranties, you agree to defend, indemnify and hold the Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

- **Other Terms Enforcement.** You may not assign this Agreement. You agree to be liable to the Credit Union for any liability, loss or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia as applied to contracts entered into solely between residents of, and to be performed entirely in, such Commonwealth. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Virginia law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.
- **Member Business/Organizational Account(s).**

Member Business/Organization(s) shall maintain with the Credit Union one or more transactional account(s) to which deposits may be made pursuant to this Agreement.



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The Member Business/Organization agrees that, pursuant to this Agreement, certain persons, who might or might not otherwise be authorized under Member Business/Organizational Account Agreement as Designated Account(s) Signatories, may be authorized by this Agreement to perform certain transactions or provide certain information or instructions pursuant to this Agreement. The Member Business/Organization agrees that any provisions contained in Member Business/Organizational Account Agreements applicable to Designated Account(s) concerning (i) the number of signatures that are required to authorize or perform certain transactions or provide information or instructions to the Credit Union or (ii) the specific persons who are identified as authorized to authorize or perform certain transactions or provide information or instructions to the Credit Union shall not apply to transactions performed pursuant to this Agreement.

Member Business/Organization agrees that the Credit Union may debit any account (either now or in the future existing) maintained by the Member Business/Organization with Commonwealth One in order to obtain payment of Member Business/Organization(s) obligations under this Agreement, if necessary. Member Business/Organization expressly authorizes Commonwealth One to debit any account maintained by Member Business/Organization with Commonwealth One or any affiliate of Commonwealth One and/or set off any of Member Business/Organization(s) obligations to the Credit Union under this Agreement against any amount it owes to Member Business/Organization, in order to obtain payment of its obligations under this Agreement.

Commonwealth One may, at its discretion, require Member Business/Organization to provide quarterly financial reports and other reasonable information to establish the creditworthiness of Member Business/Organization. Where Commonwealth One reasonably believes that Member Business/Organization(s) financial condition is impaired or deteriorating, The Credit Union may refuse to process any Electronic Items.

Member Business/Organization agrees to submit to reasonable background checks and provide any other information to Commonwealth One that is necessary for the Credit Union to comply with applicable laws and regulations and the Credit Union's internal policies and procedures. Commonwealth One may, in its reasonable discretion, upon providing reasonable advance notice to Member Business/Organization, conduct an off-site or on-site review of Member Business/Organization(s) operations to ensure compliance with the provisions of this Agreement. Such review may include but is not limited to a review of the physical area in which Member Business/Organization creates Electronic Items, security procedures, storage and destruction of original checks and Member Business/Organization(s) business activities. Without limiting the foregoing, Member Business/Organization agrees to provide the Credit Union with all information that the Bank Secrecy Act and any other applicable law or regulation that Commonwealth One, in its sole discretion, believes it should obtain. If Member Business/Organization fails to provide Commonwealth One with all the information required by law and the provisions of this paragraph, Member Business/Organization agrees that the Credit Union is not obligated to provide the Service and shall not incur any liability for such action or omission. Member Business/Organization shall cooperate fully in providing any information or fulfilling any requests of Commonwealth One pursuant to this Agreement.

In Case of Errors or Questions about Your Account

Please refer to the Deposit Agreement given 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 Mobile Banking Services, please contact Member Service by using one of the following methods:



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- Telephone the Credit Union at:
 - **(703) 823-5211**
- E-mail us at:
 - **cofcu@cofcu.org**
- Write to the Credit Union at:
 - **CommonWealth One FCU
P.O. BOX 9997
Alexandria, VA 22304-0797**