



## **SAG-AFTRA Federal Credit Union Mobile Banking Agreement and Disclosure**

### **Introduction**

The use of SAG-AFTRA FCU Mobile Banking Services constitutes acceptance of this agreement and disclosures.

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 SAG-AFTRA FCU checking, savings, loan, share certificates and other SAG-AFTRA FCU 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. 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 SAG-AFTRA FCU.

### **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 you use for managing your accounts and services with us. Mobile Banking allows you to access your SAG-AFTRA FCU account information, transfer funds between your accounts, deposit items remotely and conduct other banking transactions. To utilize the Mobile Banking Service, you

must be enrolled in Online Banking.

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. SAG-AFTRA FCU 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 other 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 SAG-AFTRA 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 Account Agreement and Disclosure.

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

### **Unacceptable Items for Deposit**

- Checks drawn on a foreign bank
- Money orders
- Travelers checks
- Checks payable to an individual not on the account
- An item drawn on your account at SAG-AFTRA
- An item that contains evidence of alteration
- A check previously converted to a “substitute check”, as defined in Regulation CC
- A stale dated, expired, or postdated item
- Any item that has been re-deposited or returned such as “non-sufficient funds” or “refer to maker”, or any other reason
- Cash
- Savings Bonds
- No checks over \$10,000

### **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 immediately.
- The amount of the check or checks over \$200 will be available for withdrawal on the second business day after the day of deposit.
- All credit is provisional until credit has been received by the paying financial institution.

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.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Credit Union-observed holidays. If you make a deposit before closing time on a business day that we are open, we will consider that to be the day of your deposit. However, if you make a deposit after closing time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### **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*.
- You agree to securely store each original check that you deposit using these services for a period of at least thirty (30) days. After sixty (60) 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, SAG-AFTRA 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 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 that items deposit using the Mobile Deposit Capture have been

received by us.

### **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 to be bound by the bylaws and policies, and any amendments thereto, of the credit union when using Mobile Banking.

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 SAG-AFTRA 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 AT ONCE at 1-800-826-6946. 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 Account Agreement and Disclosure.

## **Privacy**

Mobile Banking Privacy is covered by the credit Union's existing privacy policy which can be viewed at, [www.sagafracu.org](http://www.sagafracu.org).

## **In Case of Errors or Questions about Your Account**

Please refer to the Account Agreement and Disclosure 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 our Virtual Branch by using one of the following methods:

- Telephone toll free at (800) 826-6946
- Email [services@sagafracu.org](mailto:services@sagafracu.org)
- Send a message directly from your SAG-AFTRA Home Banking account
- SAG-AFTRA Federal Credit Union  
P.O. Box 11419  
Burbank, CA 91510