

Premier Members Credit Union
Mobile Banking Terms and Conditions - *Premier Members Mobile*

This addendum (“Addendum”) constitutes the terms and conditions of use for the mobile banking services -Premier Members Mobile - (“Mobile Banking”) offered by Premier Members Credit Union (“Premier Members Credit Union”, “we”, “our”, or “us”) to the member (“you”, “your”, or “User”) and applies to every member, regardless of whether such member has registered for online banking or not.

For online banking members, this is an addendum to the Premier Members Credit Union Internet Banking Agreement and Disclosure (“Premier Members Credit Union Online Terms and Conditions”) for online banking services and sets forth the additional terms and conditions of use. Except where modified by this Addendum, the terms and conditions of the Premier Members Credit Union Online Terms and Conditions remain in effect and also apply to your use of Mobile Banking. If there is a conflict between this Addendum and the Premier Members Credit Union Online Terms and Conditions, the terms of this Addendum will govern your use of Mobile Banking.

1. ACCEPTANCE OF ADDENDUM

A. Accepting this Addendum

By clicking “I Agree” when you register for Mobile Banking, you agree to the terms and conditions of this Addendum. Additionally, by using Mobile Banking, you also agree to the terms and conditions of this Addendum

B. Description of Services

Mobile Banking is a personal financial information management service that allows you to access account information, products, and services (similar to online banking) and to make such other financial transactions as set forth in the Electronic Funds Transfer Agreement using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, collectively, “Wireless Devices”). We reserve the right to modify the scope of Mobile Banking at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Banking registration and management website accessed through the online banking system. When you register for Mobile Banking, designated accounts linked to your account through Premier Members Credit Union Online Banking will be accessible through Mobile Banking.

C. Use of Services and Indemnification

Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking software (“Software”). In the event we change or upgrade Mobile Banking, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Devices.

To the extent not prohibited by law or regulation, you agree to indemnify Premier Members Credit Union against any and all damages and/or losses we sustain as it relates to your use of Mobile Banking.

D. Relationships to Other Agreements

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us. You will also remain subject to the terms and conditions of any service providers of yours, including without limitation your service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.). You agree that this Addendum does not amend or supersede any agreements you may have with third parties such as your service carrier or provider. You understand that such agreements may provide for fees, limitations, and restrictions which might impact your use of Mobile Banking. For example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including without limitation charges for downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking. You agree to be solely responsible for all such fees, charges, limitations, and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

If you suspect any fraudulent activity on your account, you agree to call Premier Members Credit Union immediately at (303) 657-7000 or toll-free at (800) 783-8850.

2. MOBILE BANKING SOFTWARE LICENSE

Subject to your compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable, and non-assignable license (“License”) to download, install, and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Software to that new or different Wireless Device. This License shall be deemed revoked and terminated immediately upon (i) your termination of Mobile Banking in accordance with this Addendum; (ii) your deletion of the Software from your Wireless Device; or (iii) our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Wireless Device. The provisions of Section 3 and 4 of this Addendum shall survive revocation of the License.

3. YOUR OBLIGATIONS

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

A. Account Ownership/Accurate Information

You represent that you are the legal owner of the accounts and other financial information that may be accessed via 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 operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

B. Proprietary Rights

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including without limitation any Software or other mobile phone applications associated with Mobile Banking.

C. User Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including without limitation any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including without limitation use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance, or regulation (including without limitation 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 Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. Transfers from Savings or Money Market Accounts

Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers - including online banking or Mobile Banking transactions - that you can make from non-transaction accounts such as variable rate deposit accounts and savings accounts. You are limited to six (6) preauthorized electronic fund transfers, telephone transfers, checks, and point-of-sale transactions per statement cycle. Of these six (6) transactions, you are limited to only three (3) transactions by check or point-of-sale. (For more information on these accounts, see your applicable account agreement.) Each transfer or payment made from such accounts through the Online Banking or Mobile Banking Services is counted as one of the six (6) limited transfers you are permitted to make each statement period. We charge a fee for each transaction in excess of this limit. We recommend that you not use a savings account or money market account as your bill payment account because of these restrictions and fees.

E. No Commercial Use or Re-sale

You agree that Mobile Banking is for personal use only. You agree not to resell or make commercial use of Mobile Banking for your profit.

F. Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses, and costs (including without limitation reasonable attorney’s fees) caused by or arising from your improper use of Mobile Banking and/or the Software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

G. User Security

You agree not to give or make available your Mobile Banking Personal Identification Number (the "PIN") or other means to access your account to any unauthorized individuals. You are responsible for transfers and any other transactions you authorize using Mobile Banking. If you permit other persons to use your Wireless Device and PIN or other means to access Mobile Banking, you are responsible for any transactions they authorize. If you believe that your PIN, Wireless Device or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly by calling Member Services at (303) 657-7000 or toll-free at (800) 783-8850.

4. SERVICE CHARGES

You agree to pay related account transaction fees and charges in accordance with our current fee schedule and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking. In the future, we may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.

5. ADDITIONAL PROVISIONS

A. Mobile Banking Service Limitations

Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network, which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

B. Changes or Cancellation

You may cancel your participation in Mobile Banking by accessing the Mobile Banking account maintenance tool within Mobile Banking or by calling us at immediately at (303) 657-7000 or toll-free at (800) 783-8850. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including without limitation your non-use of Mobile Banking services. You agree that we will not be liable to you or any third party for any discontinuance of Mobile Banking.

C. Third Party Beneficiary

You agree that our service providers (including any provider of Software) may rely upon your agreements and representations in this Addendum, and such service providers are, for the purposes of this Addendum, third party beneficiaries of this Addendum, with the power to enforce any and all provisions against you, as applicable.

D. Acceptance and Limitation on Liability

BY USING MOBILE BANKING, YOU AGREE TO ACCEPT COMPLETE RESPONSIBILITY FOR THE TECHNOLOGY USED IN ACCESSING MOBILE BANKING. PREMIER MEMBERS CREDIT UNION AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO YOUR USE, AUTHORIZED OR UNAUTHORIZED, OF MOBILE BANKING OR OUR BILL PAYMENT SERVICE. PREMIER MEMBERS CREDIT UNION FURTHER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO MOBILE BANKING, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PREMIER MEMBERS CREDIT UNION DOES NOT WARRANT OR REPRESENT THAT MOBILE BANKING WILL OPERATE UNINTERRUPTED OR THAT SUCH SERVICES WILL BE ERROR FREE. PREMIER MEMBERS CREDIT UNION WILL NOT BE LIABLE FOR ANY PENALTIES OR SPECIAL, CONTINGENT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES DUE TO BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR DELAY IN PERFORMANCE, LOSS OF REVENUE OR PROFITS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS.

E. Modification

Changes in the terms of this Addendum may be made by Premier Members Credit Union from time to time and shall become effective upon the earlier of:

- The expiration of a thirty (30) day period of posting of such changes on the Boulder Valley Credit Union website; or
- Thirty (30) days after notice by mailing, notice by electronic mailing, notice by text message, delivery of notice to your Premier Members Credit Union Online Secure Message, or delivery of notice thereof to the depositor by enclosing the notice in your monthly statement. If there is more than one depositor, then Premier Members Credit Union may send the notice of change to only one depositor with such notice constituting notice to all depositors.