



## Terms and Conditions: Christian Financial Credit Union

### Text Banking

Thank you for using **Christian Financial Credit Union** Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply.** For help, text "**HELP**" to 61539. To cancel, text "**STOP**" to 61539 at any time. In case of questions please contact member service at MemberService@cfcumail.org, by calling us at 586.772.6330 or visit [www.christianfinancialcu.org](http://www.christianfinancialcu.org).

Program: **Christian Financial Credit Union** offers their members mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, members may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the member. This program will be on-going. Message & Data rates may apply. Members will be allowed to opt out of this program at any time.

Questions: You can contact us at 586.772.6330. We can answer any questions you have about the program.

To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number: 61539. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

### Mobile Banking

By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of **Christian Financial Credit Union** or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, **Christian Financial Credit Union** and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). **Christian Financial Credit Union** and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. **Christian Financial Credit Union** and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i)junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by **Christian Financial Credit Union** (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of **Christian Financial Credit Union** or any third-party service provider involved in the provision of Mobile Banking; (iv)material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco),guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine),pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related(e.g., violent games),death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose **Christian Financial Credit Union**, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third



party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other members of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as maybe updated by Google.

### **Mobile Check Capture Service**

Mobile Check Capture Deposit Service allows you to use the camera on your mobile device to take a picture of a check and deposit it into your account at Christian Financial Credit Union. The features of this Service are subject to change from time to time. We reserve the right, in our sole discretion, to add Services, eliminate Services, or otherwise modify the terms or features of any Service. Any change will begin to apply upon the effective date of the change, and will apply only to your future use of the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

### **LIMITATIONS OF SERVICE**

When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. This Service has qualification requirements, and we reserve the right to change the qualifications at any time without notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or to terminate your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

### **ELIGIBLE CHRISTIAN FINANCIAL CREDIT UNION ACCOUNTS**

You may use the Service to deposit into any credit union checking account, money market, and/or savings accounts. Retirement, certificate, and health savings accounts are not eligible. Your accounts must be in good standing and you must be the owner or joint owner of record of the account into which you attempt to make a deposit. We reserve the right to restrict access to your accounts at any time without prior notice. You may not use the Service to deliver a check to us to make a payment on your credit card account or any other loan account you have with us.

### **DEPOSIT LIMITS**

We have established a \$2500.00 daily limit that you may transmit using the Service, and may modify those limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits that deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. You can view your limits within the credit union's Mobile Banking application.

### **INELIGIBLE ITEMS (Items which may not be deposited through the Service)**

You agree to image and 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 Christian Financial Credit Union shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not image and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person other than you.
- Checks made payable to persons or entities other than you or your business on business accounts.
- Checks that have been altered in any way, or that 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 is drawn.
- Checks payable to you jointly with one or more other persons, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC. Checks previously returned not payable as a result of insufficient funds, stop payment, or other related reasons.
- Savings Bonds.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks that are postdated for after the date of deposit.
- Checks or items prohibited by Christian Financial Credit Union's current procedures relating to the Service or which are otherwise not acceptable under the terms of your credit union account. Please contact us for current information concerning which items fall within this category.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks that have previously been submitted through the Service or through a remote deposit capture Service offered at any other financial institution or that have otherwise been deposited with Christian Financial Credit Union or any other financial institution, including checks that have been returned unpaid.



## **ENDORSEMENTS AND PROCEDURES**

You agree to endorse each check transmitted through the Service with your signature and/or business as it appears on the check and include "For CFCU Mobile Deposit Only" underneath your signature. You also agree to follow all other procedures and instructions for use of the Service as Christian Financial Credit Union may establish from time to time.

## **RECEIPT OF ITEMS**

We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive, such as an image that is dropped during transmission. Submission does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We reserve the right to charge back to your account at any time any item that was subsequently returned to us or that we subsequently determine was an ineligible item. You agree that the credit union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

## **AVAILABILITY OF FUNDS**

You understand and agree that items transmitted using the Service are not subject to the funds availability requirements of Reg. CC or our Funds Availability Policy as it applies to items you deposit in person.

Funds are normally received within 2 business days. Items received before 3:00PM EST will be posted the same business day. Items received after 3:00PM EST will be posted the following business day.

Christian Financial Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Christian Financial, in its sole discretion, deems relevant. For the purposes of this Agreement, a business day is Monday through Friday, excluding all holidays observed by the Federal Reserve System and days with limited business hours such as Christmas Eve and New Year's Eve.

In some cases, we may not make funds deposited using the Service available in accordance with this general policy. Should this occur a communication will be sent to you informing you as to when your funds will be available. In the event we receive an item you transmit through the Service where we have reason to doubt the collectability of that item, we may delay the availability of funds for a reasonable period of time until the item is either paid or returned. In such cases, we will notify you of this action.

## **DISPOSAL OF TRANSMITTED ITEMS**

You agree to retain the original copy of each check that you transmit through this Service for at least sixty (60) calendar days from the date of the image transmission. After that 60-day period, you agree to destroy the check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree that you will take all necessary efforts to safeguard any checks until they are destroyed. During the time the retained check is available, you agree to promptly provide it to Christian Financial Credit Union upon request and agree that we may retain it or present it through the banking system for payment (if not previously paid) if we so desire. We will give you a receipt for any check we choose not to return to you.

## **PRESENTMENT**

The manner in which any item transmitted through the Service is cleared, presented for payment, and collected shall be in Christian Financial Credit Union's sole discretion, subject to the account agreement governing your account in which the item is deposited.

## **PRESENTING CHECKS MORE THAN ONCE**

Once you have used the Service to deposit a check, you agree not to present, or allow anyone else to present, that original check or a substitute check of the original check again for deposit through the Service or by any other means. If you or anyone presents a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend, and hold Christian Financial Credit Union harmless from and against all liability and damages that may result from any claims, suits, or demands from third parties with respect to such check or substitute check. You agree that we may debit your Christian Financial account the aggregate amount of any checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other accounts with Christian Financial Credit Union in our sole discretion.

## **ERRORS**

You agree to notify the credit union of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable Christian Financial Credit Union account statement is sent. Unless you notify Christian Financial Credit Union within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Christian Financial Credit Union for such alleged error. By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. Christian Financial Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

## **YOUR PROMISES AND INDEMNIFICATION**

You promise to Christian Financial Credit Union that:

- You will not transmit any ineligible items.
- You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.
- The digital image of the check transmitted to Christian Financial Credit Union is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf.
- You have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured is accurate.



- You will not deposit or present the original item again once you have successfully deposited it through Mobile Deposit.
- All information you provide to Christian Financial Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations in using this Service.
- You agree to indemnify and hold Christian Financial Credit Union harmless from any loss resulting from your breach of these promises.

### COOPERATION WITH INVESTIGATIONS

You agree to cooperate with us in the investigation of unusual transactions or poor quality transmissions, and in the resolution of claims related to items transmitted through the Service, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

### OBTAINING A CHRISTIAN FINANCIAL CREDIT UNION MOBILE APP

Not all Mobile Banking App features are currently available on all mobile devices or with all operating systems. Availability depends on the mobile device's operating system and capabilities (such as a notification system or a built-in camera). Wireless carrier fees may apply. Check with your communications service provider for message and data charges.

For Android™: you must download the free Christian Financial Credit Union Mobile App from the Google Play Store and enroll in Christian Financial Credit Union Mobile Banking.

For iPhone® you must download the free Christian Financial Credit Union App from the App Store and enroll in Christian Financial Credit Union Mobile Banking.

*Android™ is a trademark of Google Inc. Use of this trademark is subject to Google Permissions.*

*iPhone® is a trademark of Apple Inc., registered in the U.S. and other countries. App Store is a Service mark of Apple Inc.*

### AMENDMENTS TO AGREEMENT

The terms and conditions of this Agreement are subject to change from time to time. We reserve the right, in our sole discretion, to add Services, eliminate Services, or otherwise modify the terms or features of any Service. Any change will begin to apply upon the effective date of the change, and will apply only to your future use of the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

CFCU's full account agreement and mobile deposit disclosures can be found at <https://www.christianfinancialcu.com/Disclosures/>

### Biometric Login for Mobile Banking

Biometric Login is an optional sign-in method for Christian Financial Credit Union Mobile Banking which uses fingerprint or facial recognition technology that is currently available for most Apple® and Android® devices that have such technology enabled. To use Biometric Login, you will need to save your biometric credentials by adjusting the settings on your device to complete the setup (for more help contact Apple support at [apple.com/support](http://apple.com/support) or the manufacturer of your Android device). Biometrics are stored on your device only and Christian Financial Credit Union never sees or stores your biometric information. You acknowledge that by enabling Biometric Login, you will allow anyone who has a biometric stored on your device access to your personal and payment account information within Christian Financial Credit Union Mobile Banking. Christian Financial Credit Union reserves the right to suspend or disable this feature at any time. Biometric Login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric, you can sign in using your password. To use Biometric Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Biometric Login anytime from the More menu within Christian Financial Credit Union Mobile Banking.

### Alerts Terms and Conditions

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

**Alerts.** Your enrollment in Christian Financial Credit Union Online Banking and/or Mobile Banking (the "**Service**") includes enrollment to receive transaction alerts and notifications ("**Alerts**"). Alerts are electronic notices from us that contain transactional information about your Christian Financial Credit Union account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **More menu** within Christian Financial Credit Union Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but



are not obligated to do so. Christian Financial Credit Union reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels ("**End Points**"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Christian Financial Credit Union Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these End Points, and it is your responsibility to determine that each of the service providers for the End Points described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your End Point service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "**STOP**" to 61539 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Christian Financial Credit Union Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 61539. In case of questions please contact member service at 586-772-6330. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Christian Financial Credit Union provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Christian Financial Credit Union's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Christian Financial Credit Union, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

**Privacy and User Information – Data Analytics.** You acknowledge that in connection with your use of Mobile Banking, Christian Financial Credit Union and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Christian Financial Credit Union and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

Christian Financial Credit Union's Privacy Policy can be found at <http://www.christianfinancialcu.org/Disclosures/Privacy-Policy>.