



**MariSol Federal Credit Union
Mobile Banking Service Agreement**

This Mobile Banking Service Agreement ("Agreement") sets forth the terms and conditions regarding your use of MariSol Federal Credit Union's (the "Credit Union") mobile banking service (the "Mobile Banking Service"). Use of the Mobile Banking Service is governed by this agreement. By registering for or using the Mobile Banking Service, you agree to the terms and conditions of this agreement.

1. Services. The Mobile Banking Service allows you to access your Credit Union account information and conduct banking transactions through the Credit Union's online banking services using compatible mobile phones or other mobile devices ("Mobile Device"). To use the Mobile Banking Service, you must download and install a third-party software application (the "Software") on your Mobile Device and follow the procedures for activating the Mobile Banking Service. The Credit Union reserves the right to modify the scope of the Mobile Banking Service at any time.

You are solely responsible for selecting your Mobile Device and making sure that you know how to properly use your Mobile Device and the Mobile Banking Services. The Credit Union may change or upgrade the Mobile Banking Service from time to time that could require a change or upgrade in your Mobile Device or the Software. You are solely responsible for any required upgrade to your Mobile Device or the Software and any losses caused by your failure to properly use and maintain your Mobile Device. The current minimum standard for Android devices is version 2.2 and above and iOS 5 and above for Apple devices. This is not a recommendation, endorsement or representation of any kind by the Credit Union regarding such operating systems.

You agree not to use the Mobile Banking Service or the content or information delivered through the Mobile Banking Service 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 any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading, inaccurate, defamatory or unlawfully harassing; or (h) interfere with, disrupt or attempt to gain unauthorized access to the Mobile Banking Service.

2. Other Agreements. Nothing in this Agreement modifies, alters or changes your existing agreement with your third-party Mobile Device provider or carrier. Your Mobile Device provider or carrier may charge additional fees for use of the Mobile Banking Service or have limits or restrictions that could impact your use of the Mobile Banking Service, for example restrictions on data usage or transfer or fees for sending

or receiving text messages. You agree that you are solely responsible for all such fees, limitations and restrictions and that any problems or issues related to your mobile service are between you and your mobile service provider or carrier.

3. License. Provided that you comply with the terms of this Agreement and other applicable agreements, you are hereby granted a non-transferable, non-exclusive license to download, install and use the Software solely in connection with the Mobile Banking Service. You agree not to reverse engineer or reverse compile any Mobile Banking Service technology, including, but not limited to, any Software or other mobile phone applications associated with the Mobile Banking Service.

In the event that you wish to change to a different Mobile Device, you will be required to download and install the software to such different Mobile Device. This license will terminate automatically upon (i) termination or cancellation of the Mobile Banking Service for any reason; (ii) termination or cancellation of your online banking services with the Credit Union for any reason; or (iv) written notice to you at any time, with or without cause. In the event this License is terminated for any of the foregoing reasons, you agree to promptly delete the Software from your Mobile Device.

4. Account Information. You agree to provide and keep all of your account information accurate and current and to only access authorized accounts through the Mobile Banking Service. You agree that the Credit Union and its service providers may send you, by text message, email, and other methods, communications relating to the Mobile Banking Service, including without limitation welcome messages, notices and information and requests for information relating to use of the Mobile Banking Service. You agree to keep your password or PIN required to access the Mobile Banking Service confidential. You are solely responsible for all transactions and other activity through the Mobile Banking Service accessed using your password or PIN. If you believe your password or PIN has been stolen or is being used without your authorization, please contact the Credit Union immediately.
5. Indemnification. You agree to indemnify, defend, and hold the Credit Union and its service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Mobile Banking Service.
6. Charges for the Service. You agree to pay for the Mobile Banking Service in accordance with the Credit Union's current fee schedule and as amended from time to time. You authorize the Credit Union to automatically charge your account for all such fees incurred in connection with the Mobile Banking Service.
7. Warranty and Limited Liability. The Mobile Banking Service is provided AS IS and AS AVAILABLE. You acknowledge that the Mobile Banking Service may be interrupted, may be limited or may not be accessible over some mobile networks. You further acknowledge that, from time to time, the Mobile Banking Service may be delayed, disrupted or interrupted and that could result in inaccuracy, delay, misdelivery or error in transmission of data or information. Information available through the Mobile Banking Service may not be current or may differ from the information that is available directly through the Credit Union website. THE CREDIT UNION AND ITS SERVICE PROVIDERS DISCLAIM ALL WARRANTIES RELATING TO THE MOBILE BANKING SERVICE OR OTHERWISE IN CONNECTION WITH THIS ADDENDUM, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF PROFITS, BUSINESS, OR DATA, WHETHER BASED IN STATUTE, CONTRACT, TORT OR OTHERWISE, EVEN IF THE CREDIT UNION OR ITS SERVICE PROVIDERS, AS APPLICABLE, HAVE BEEN ADVISED OF,

OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF THE CREDIT UNION OR ITS SERVICE PROVIDERS TO YOU IN CONNECTION WITH THE MOBILE BANKING SERVICES OR OTHERWISE IN CONNECTION WITH THIS ADDENDUM EXCEED \$50. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Change, Suspension or Cancellation. You may cancel your participation in the Mobile Banking Service at any time by deactivating your device(s) through your FLEX Teller login and by deleting the app from your device. We reserve the right to change or cancel the Mobile Banking Service at any time without notice. We may also suspend your access to the Mobile Banking Service at any time without notice and for any reason, including but not limited to, your non-use of the Mobile Banking Service.