

Thank you for using CPM Mobile Banking Services, ("Services") and any related Software ("Software") provided by CPM Federal Credit Union ("CPM") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and billpay services of which the Service is a part. CPM in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply.

We may offer additional CPM Mobile Banking services and features in the future. Any such added services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new CPM Mobile Banking service or feature is added and/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 CPM Mobile Banking services we offer without notice, except as may be required by law.

Definitions

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

"Account(s)" means your eligible CPM Federal Credit Union checking, savings, loan, certificate of deposit or information and other CPM Federal Credit Union products that can be accessed through Mobile Banking

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

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

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

"We," "Us," "CPM" and "Credit Union" means CPM Federal Credit Union

Mobile Banking Service

- a. CPM Mobile Banking is offered as a convenience and supplemental service to our CPM Anytime Online Banking services. It is not intended to replace access to CPM Anytime Online Banking from your personal computer or other methods you use for managing your accounts and services with us. CPM Mobile Banking allows you to access your CPM Federal Credit

Union account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize the CPM Mobile Banking Service, you must be enrolled to use CPM Anytime Online Banking.

- b. 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 CPM Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.
- c. CPM Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. CPM Federal Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier such as data outages or "out of range" issues.
- d. Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the 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.
- e. You agree to accept responsibility for learning how to use CPM Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with CPM Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use CPM 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 Service or your Device.

Other Agreements

You agree that, when you use CPM Mobile Banking, you remain subject to the terms and conditions of your existing agreements with the Credit Union except as expressly otherwise stated herein; and 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 provide for fees, limitations and restrictions which might impact your use of CPM Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with CPM Mobile Banking), and 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.

Transfers

- a. You may use the Service to transfer funds between your eligible CPM Federal Credit Union accounts ("Internal Transfer").
- b. You must have sufficient funds available in the selected account at the time the request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer, you agree to cover any overdraft amount plus any applicable fees. Transfer transaction requests received after 8p.m. EST may be processed on the Credit Union's next business day.
- c. Federal regulations require financial institutions to limit the way withdrawals may be made from a saving or money market account. Each transfer from savings or money market account using CPM Mobile Banking is counted as one of six limited transactions permitted each monthly statement cycle period, as described in the Electronic Funds Transfer Agreement and Disclosure received at account opening. You may be subject to fees or account conversion if you exceed the transactions limits of your account using CPM Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures.
- d. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.
- e. Electronic Funds Transfers (EFTs) are electronically initiated transfers of money from your account(s) through the EFT services described in the Electronic Funds Transfer Agreement and Disclosure received at account opening. In case of errors or questions about EFTs from your savings and/or checking accounts, contact us IMMEDIATELY. You may notify us at 800-255-1513. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number, the dollar amount of the suspected error, and the date it occurred. Describe the error or the transaction you are unsure about, and explain as clearly as you can, why you believe it is an error or why you need more information.

If you notify us verbally, we may require you to send us your complaint or questions in writing within ten (10) business days. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, the credit union is not required to credit your account. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we need to use the forty-five (45) days to investigate, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we determine there was no error, we will send you written

explanation within three (3) business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation and upon which we relied to conclude that the error did not occur. (We will make these available to you to the extent possible without violating any other member's right to privacy.)

Your Responsibilities

You represent and agree to the following by enrolling for CPM Mobile Banking or by using the service:

- a. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via CPM Mobile Banking. You represent and agree that all information you provide to us in connection with CPM Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using CPM Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.
- b. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions. You agree not to leave your Device unattended while logged into CPM Mobile Banking. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access CPM Mobile Banking you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.
- c. We make no representation that any content or use of CPM Mobile Banking is available for use in locations outside of the United States. Accessing CPM Mobile Banking from other locations outside of the United States is at your own risk.
- d. You agree not to use CPM Mobile Banking or the content or information delivered through CPM Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of 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 CPM Mobile Banking 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 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 CPM Mobile Banking; (i) interfere with or disrupt the use of CPM Mobile Banking by any other user; or (j) use CPM

Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

- e. You agree that the Service is only for personal or business use for individuals authorized to access your account information. You agree not to make any commercial use of CPM Mobile Banking or resell, lease, rent or distribute access to CPM Mobile Banking.
- f. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless CPM Federal Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of CPM Mobile Banking.

Terms and Conditions:

- a. **Program:** CPM offers their Members mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (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 with CPM as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving a 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 ongoing. Standard messaging charges apply. Members will be allowed to opt out of this program at any time.
- b. **Questions:** You can contact us at 800.255.1513, or send a text message with the word "HELP" to this number: 59289. We can answer any questions you have about the program.
- c. **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: 59289. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- d. **The Services and/or Software** may not be available at anytime for any reason outside of the reasonable control of CPM or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of the Services, CPM 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 the Services or Software (collectively "User Information"). CPM 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 the Services 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. CPM and its affiliates and service providers also reserve the right to monitor use of the Services and 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 the Services and 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 the Services and 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 CPM (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 CPM or any third-party service provider involved in the provision of the Services; or (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, cancelbots, 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 CPM, any third-party service provider involved in providing the Services, 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: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.