



Mobile Banking Agreement and Disclosure

Agreement

Your use of Trax Federal Credit Union Mobile Banking Services constitutes your agreement to be bound by the terms and conditions of this Agreement.

Introduction

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 Trax Credit Union checking, savings, loan, share certificates, and other Trax Credit Union 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. A "Device" is also a cellular telephone or similar wireless communication device that is capable of conducting banking transactions at our Mobile Banking site through text (SMS) messaging, Wireless Application Protocol (WAP), or other products that we select or approve. 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" mean Trax Federal Credit Union.

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 Trax Federal Credit Union account information, use bill pay, 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 (PC 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. Trax Credit Union 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.

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 text messaging 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.

You agree to contact us directly if you have any problems with Mobile Banking.

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 Trax Federal Credit Union 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 management account. Each transfer from a savings or money management account using Mobile Banking is counted as one of the six limited transactions permitted during each monthly statement cycle period, as described in Trax Federal Credit Union Membership and Account Agreement Disclosure and Truth-In-Savings 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.

Electronic Signature

Your use of Mobile Banking constitutes your consent and agreement that your User Name and authorized Trax Federal Credit Union Online Banking Password, which you used to access this Agreement, constitutes your signature, acceptance, and agreement to the terms and conditions provided in this Agreement, as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the credit union.

Email Address

You agree to notify us within 10 business days via phone, secure email (PC Connect), mail, or in-person if you change your email address, as this is the email address where we will send you notification of adjustments, rejected items, or longer holds placed on your deposits using Remote Deposit Capture.

Mobile Deposit Capture

Deposits to your Trax Federal Credit Union account may be made remotely using your smart phone device by submitting an image of the front and back of a check.

We reserve the right to reject or adjust any item transmitted through Remote Deposit Capture, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Trax Federal Credit Union that we have received the image. Receipt of such confirmation does not mean the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time; any item we subsequently determine was not an eligible item. You agree that Trax Federal Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item or adjusted item.

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 Trax Federal Credit Union
- 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 post dated 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
- Non-negotiable item
- Incomplete check – an item that does not contain signature(s) of the maker, proper endorsement signature(s), and/or missing any of the required keyed information
- Third party check – an item issued by an individual (1st party) made payable to another person (2nd party) and then signed over to a third person (3rd party)
- Check made payable to a custodial and/or account governed by the Uniform Transfers to Minors Act
- Check made payable to a living trust or to a trustee(s) of a living trust
- Check to be deposited into a Representative Payee Account
- Check to be deposited into a Guardianship Account
- Check to be deposited to an IRA
- Check to be deposited to a Share Certificate
- Checks payable to a business account

Availability of Funds Deposited Through Mobile Deposit Capture

I understand and agree that deposits made through Mobile Banking using Mobile Deposit Capture method is not subject to the Expedited Funds Availability Act, Regulation CC or the Credit Union's Funds Availability Policy. With regard to the availability of deposits made using Mobile Deposit Capture, such funds will be available as set forth below:

- All checks deposited on one business day will be combined for an aggregate amount up to \$5,000.00 per day
- The first \$200 will be made available the 1st business day after the deposit posted to your account
- Funds from deposit (less \$200) will be available on the third business day after the deposit posted to your account
- If you make a deposit before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you made a deposit after 4:00 p.m. on a business day, we will consider that the deposit was made on the next business day.
- For determining the availability of your Mobile Banking, every day is a business day except Saturdays, Sundays, and Federal holidays
- Longer delays may apply. 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. If this is the case the first \$200.00 will not be available the 1st business day after the deposit posted to your account and the full amount of deposit will not be available until the extended hold has released.

Items Returned Unpaid

If a negative account balance is caused by a returned or NSF deposit item(s) and/or the reversal of funds it will be subject to immediate collection efforts (including transferring funds from another share and/or account of which you are an owner). If the negative account balance is not rectified within 30 calendar days from the date the account became negative, the account will be charged off as a loss to Trax Federal Credit Union and reported to a consumer reporting agency. Continued collection efforts will be made.

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 and the words **FOR TRAX FEDERAL CREDIT UNION (TFCU) MOBILE DEPOSIT ONLY** are required
- You agree to securely store each original check that you deposit using these services for a period of at least sixty (60) days. After sixty (60) days and no later than ninety (90) 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 Trax Federal Credit Union does not charge fees for subscribing to or using Mobile Banking for consumers (non-business/individual users). However, we may assess fees (a) as described in Trax Federal Credit Union Truth-In-Savings, 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 deposited using the Mobile Deposit Capture has 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 the United States.

Conduct

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 Trax Federal Credit Union 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 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 (813) 800-TRAX or 1-800-769-1424. For a description of your and the Credit Union's responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your Membership and Account Agreement.

In Case of Errors or Questions about Your Account

Please refer to the Electronic Funds Transfer 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 Member Service Department by using one of the following methods:

- Telephone local (813) 800-TRAX or toll free at (800) 769-1424
- Send a message directly from your Trax Federal Credit Union home banking account
- Trax Federal Credit Union
3710 N 50th Street
Tampa, FL 33619