



Mobile Banking Agreement & Disclosure

First Eagle Federal Credit Union is delighted to offer you the convenience of Mobile Banking!

First Eagle FCU strives to provide you with the highest quality Mobile Banking services available. By enrolling in the service, you agree to all the terms and conditions contained in this Agreement and Disclosure.

First Eagle FCU may offer additional Mobile Banking services and features in the future. Any such added services and features will be governed by this Agreement in addition to any terms and conditions provided to you at the time the new service or feature is added. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

Definitions

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

"Account(s)" means your eligible First Eagle FCU Checking, Savings, Loans, and Certificate of Deposits, information that can be accessed through the Mobile Banking service.

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

"Mobile Banking" means the services you access with your mobile device.

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

"We", "Us", and "Bank" means First Eagle FCU.

Mobile Banking Service and Associated Fees

Mobile Banking is offered as a convenience and supplements our Online Banking service. Mobile Banking allows you to access your First Eagle FCU account information, transfer funds between your First Eagle FCU accounts, view your eStatements, submit payments to payees you have established from a computer, and receive some types of alerts from your device.

First Eagle FCU's Mobile Banking service includes an Internet browser site, an iPhone app, an Android app, and a SMS (text) solution. In order to utilize the Internet browser site and the apps, you must be enrolled to use our Online Banking service and have signed on from a computer to establish some security settings prior to using your device. In order to utilize the SMS (text) solution, you must provide the bank with your cellular phone number and which accounts you wish to access by text message.



First Eagle FCU does not charge a fee for our Mobile Banking services. However, your wireless carrier may assess fees for data or text messaging services. Please consult your wireless plan or provider for details. 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 service at any time. Mobile Banking may not be accessible or may have limited capability over some network carriers. In addition, Mobile Banking may not be supportable for all devices. First Eagle FCU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or out of ranges issues.

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 provide for fees, limitations, and restrictions which might impact your use of our Mobile Banking service (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with 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.

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/or fees which might apply to your use of Mobile Banking.

Mobile Banking Transfers

You may use Mobile Banking to transfer funds between your eligible First Eagle FCU accounts. You may not transfer to or from an account at another financial institution via Mobile Banking.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings account. Each transfer from a savings account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period. You may be subject to fees or account conversion if you exceed the transaction limits of your account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosure.

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 discretion.

You agree to confirm the completion of each transfer in your account balance and transaction history prior to withdrawing transferred funds.

Your Responsibilities

You agree to the following by using Mobile Banking:

In order to properly use Mobile Banking, you should review all the information included in this



Agreement and Disclosure in addition to the information on our website. You agree to accept responsibility for learning how to use Mobile Banking and agree that you will contact us directly if you have any problems with Mobile Banking. 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.

You represent that you are the legal owner of the accounts and other financial information which 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 using 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.

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 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 your username, password, or any other access information to any unauthorized person. If you permit other persons to use your device, log in information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting from such access. You agree not to use any personally identifiable information when creating shortcuts to your account. You agree to notify us immediately in the event your cellular phone number changes or your device you use to access Mobile Banking is lost or stolen. We strongly recommend you use a pass code to gain access to any device you utilize for Mobile Banking. We make no guarantees that any use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend, and hold harmless First Eagle FCU, its affiliates, officers, directors, employees, consultants, and service providers from any and all claims, liability, damages, and expenses resulting from the use of Mobile Banking.