

# Energy One Federal Credit Union

## Mobile Banking and eDeposit Agreement

### Introduction

This Agreement contains the terms and conditions for the use of the Energy One Federal Credit Union mobile banking application (“mobile app”, or “app”). Use of the app constitutes your acceptance of this Agreement.

Energy One Federal Credit Union (“Energy One”, “we”, or “us”) provides a mobile app for members (“you”, or “your”) to access credit union accounts using a smart phone or other device that allows the use of mobile apps. No enrollment is required; access is automatic, provided the accounts have previously been enrolled for online banking access, and have been accessed online first. We reserve the right to revoke online and mobile access to accounts not in good standing.

The app is available for both Apple and Android devices from their respective app stores.

**1. General terms/Service.** For the accounts you own or to which you have access, you may perform the following actions using the app:

- a. Check the account balance and transaction history
- b. Make transfers between accounts, or make loan payments
- c. Deposit checks to your checking or savings account(s) by taking images of checks and delivering images and associated deposit information to Energy One or our vendors
- d. Pay bills or make transfers using Payit! bill pay service (requires separate enrollment and agreement)

**2. Limitations on Service.** 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 the app. We reserve the right to change, suspend, or discontinue the mobile app at any time without prior notice. The app may not be supported by all devices. When using the mobile app, 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. The app may at times be temporarily unavailable due to system maintenance or technical difficulties. The app is only for the personal or business use of individuals authorized to access account information. You agree not to make any commercial use of the app or to resell, lease, rent, or distribute access to the mobile app.

**3. Limitations on Transactions.** Federal regulation (Reg D) requires financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using the mobile app is counted as one of the six (6) transactions permitted each monthly statement cycle period, as described in the Account Agreement and other account disclosures. If you exceed the transaction limit in any statement period, the transfer may not be completed, or your account may be subject to a fee or possible closure or suspension, or you may lose access to the app.

We will not be required to complete a withdrawal or transfer from your accounts if funds are not available for the transaction. You agree not to use the app to initiate a transaction that would cause a negative balance to any deposit account, or any line of credit to go over the limit. Should you perform such a

transaction, you agree to pay the excess amount plus any fees. We reserve the right to revoke your access to the app if habitual transactions are performed and not settled.

We may also limit the type, frequency, and amount of transfers for security purposes and may change or impose limits without a notice, at our discretion.

**4. Special Information on Deposits.** Mobile deposits are limited to \$5,000.00 per item deposited, and \$10,000.00 per day. If we permit deposits in excess of these limits, they are still subject to the terms of this agreement and we are not obligated to allow such a deposit at other times. We may adjust these limits at any time without prior notice.

**a. Eligible items.** 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 Energy One shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code.

**b. Ineligible items.** You agree that you will not use the app to image and deposit any checks or other items as shown below:

- i. Checks or items payable to any person or entity other than the account owner(s), including made payable to “cash”.
- ii. Checks or items that are incomplete (i.e., any item that does not contain the signature of the maker, endorsement signature(s), or other required information).
- iii. Checks or items containing obvious alteration to any of the fields on the front of the check or item; or which 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 or item is drawn.
- iv. Third-party checks (i.e., a check payable to someone else, endorsed, and signed over to you).
- v. Checks or items previously converted to a substitute check, as defined by Reg CC.
- vi. Checks or items that are remotely created, as defined by Reg CC.
- vii. Checks or items drawn on a financial institution located outside the United States, or not payable in United States currency.
- viii. Checks or items dated more than 6 months prior to the date of deposit, or which have expired.
- ix. Checks or items that are post-dated and deposited prior to the date on that item.
- x. Checks or items that have been previously presented or previously returned unpaid for any reason.
- xi. Travelers checks, savings bonds, or cash.
- xii. Checks or items prohibited by Energy One’s current procedures relating to the app or which are otherwise deemed unacceptable, in Energy One’s sole and absolute discretion.

**c. Image Submission.** The image submitted must be clear and legible, with the 5 items of negotiability, the payor and MICR lines on the check must also be legible to Energy One for processing. The image quality must meet the standards, as amended from time to time, established by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house, or association. Items not meeting specific standards as determined by system identification and/or Energy One standards are subject to rejection.

**d. Endorsements.** You agree to properly endorse the check or item as it made payable and include the words “for mobile deposit only at Energy One”. All endorsements must be in either blue or black ink as required for processing. Failure to do so may cause rejection of the item, or delay the review process of the item.

**e. Receipt and Processing of Deposit.** All images processed for deposit using the mobile app will be

treated as “deposits” under your current Account Agreement and will be subject to all terms of the Account Agreement. When we receive an image we will provide confirmation of receipt. Receipt of the image does not mean that the item contains no errors and may not be rejected. Items submitted are not immediately accepted for deposit. Items are reviewed for approval and are subject to be rejected. We reserve the right to reject any item for deposit, at our sole and absolute discretion, without any liability to you. You will be notified of all rejections. The manner in which the items are cleared, presented for payment, and collected shall be in Energy One’s sole discretion subject to the Depository Agreement and disclosures governing your account. We are not responsible for images or items which we do not receive. Most items are processed the same day they are submitted. Items submitted after 4:00 PM Central time, or on a weekend or holiday, will be processed the following business day.

**f. Retention and Disposal of the Negotiable Instrument.** You should securely store each original check or item deposited using the mobile app for a period of no less than 62 days. You agree that you will never represent the item unless specifically requested by Energy One. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Energy One as requested. You are responsible for any loss caused by your failure of secure the original item(s). After the end of the retention period, the original item(s) should be destroyed by writing “VOID” on the front, and then destroying it.

**g. User Warranties and Indemnification.** You agree to indemnify and hold harmless Energy One Federal Credit Union from any loss for breach of this warranty provision. You warrant to Energy One Federal Credit Union that:

- i. You will only transmit eligible items.
- ii. Images will meet the image quality standards.
- iii. You will not transmit duplicate items.
- iv. You will not deposit or represent the original item.
- v. All information you provide to Energy One is accurate and true.
- vi. You will comply with this agreement and all applicable rules, laws, and regulations.

**5. LIMITATION OF LIABILITY.** ENERGY ONE MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ENERGY ONE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM: (i) THE USE OR INABILITY TO USE THE APP; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA INFORMATION, OR SERVICES PURCHASED FROM THE APP; (iii) UNAUTHORIZED ACCESS TO YOUR TRANSMISSION; (iv) UNAUTHORIZED ALTERATION OF YOUR DATA; (v) STATEMENTS OR CONDUCT OF THE THIRD PARTY SERVICE PROVIDER; OR (vi) ANY OTHER MATTER RELATING TO SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) EVEN IF ENERGY ONE HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Energy One Federal Credit Union and 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 attorney’s fees) caused by or arising from (i) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the app; (ii) your violation of any law or rights of a third party; or (iii) your use, or use by a third party, of the mobile app.

**6. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**7. Risk of Loss.** In the event of a system failure or interruption, your data may be lost or destroyed. Any transfer or deposit that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions affected.

**8. Hardware and Software.** In order to use the mobile app, you must obtain and maintain, at your expense, compatible hardware and software as specified by Energy One. We are not responsible for any third party software you may need to use the app. Any such software is accepted by you “as is” and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. Energy One is not responsible if your device is not compatible with the mobile app.

**9. Ownership and License.** You agree that Energy One retains all ownership and proprietary rights in the mobile app, associated content, technology, and website(s). Your use of the app is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the app. Without limiting the restriction of the foregoing, you may not use the app (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Energy One’s business interest, (iii) to Energy One’s actual or potential economic disadvantage in any aspect, (iv) to commit fraud or impersonate another person or entity, (v) to violate any law, statute, ordinance, or regulation, (vi) to create liability for us or our affiliates or service providers, (vii) to cause us to lose (in whole or in part) the services of any of our service providers, (viii) to interfere or disrupt computer networks connected to the app, or (ix) in such a manner as to gain unauthorized entry or access to the account(s) or computer system(s) of others. You may use the app only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the app.

**10. Limitations on Damages.** Unless otherwise required by law, we will not under any circumstances be liable for attorney’s fees, litigation expenses, or consequential, special, incidental, indirect, or punitive damages.

**11. Circumstances Beyond Our Control.** We will not be responsible for any failure to act or delay in acting pursuant to this Agreement if the failure or delay is the result of circumstances beyond our control

including, but not limited to, legal constraint, interruption of transmission or communication facilities, equipment failure, or ware emergency conditions.

**12. Other Terms.** You may not assign this Agreement. This Agreement shall be governed by the laws of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

**13. Lost or Stolen Mobile Device or Password; Unauthorized Transfers.** You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using the mobile app. You agree not to leave your device unattended while logged into the app and to log off when your activity is complete. You agree not to provide or allow access to your logon ID, security code, or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means to access the app, you are responsible for any transactions they perform and we will not be liable for any damages resulting to you. You are responsible for all transfers you authorize using the mobile app under this Agreement. You will be liable for unauthorized access to accounts using the mobile app to the extent allowed by applicable federal and state law. You must tell us at once if you believe anyone has used your logon ID and security code to access your account(s) without your authority. Telephoning us is the best way to mitigate possible losses. You could lose all the money in your account (plus your maximum line of credit) if you do not tell us within two (2) business days after you learn of the unauthorized use of your logon ID or security code. If we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

**14. Errors.** Notify us at 918-699-7100 or 1-800-364-3628 as soon as possible if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. You agree to notify Energy One of any suspected errors regarding transactions performed or items deposited through the mobile app right away, and in no event later than 60 days after the applicable account statement. If you do not notify us within 60 days from the date your statement was sent to you, you may not be compensated for any loss. Please refer to the Membership and Account Agreements given at the 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 Energy One's mobile app, contact us.

**15. Right to Terminate.** We reserve the right to terminate the mobile app at any time at our sole discretion. If you would like to terminate your access to the app, please contact us at 918-699-7100 or 1-800-364-3628 so we can deactivate your account, and you should delete the app from your device.

If you believe your security code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us AT ONCE at 918-699-7100 or 1-800-364-3628, or by secure message in Online Bank.