



NET Federal Credit Union General Mobile Banking Agreement

Introduction

The use of NET Federal Credit Union (NET) Mobile Banking Services constitutes acceptance of this agreement and disclosure. 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 Mobile Banking is a part.

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 NET checking, savings, loan, share certificates and other NET products that can be accessed through the Mobile Banking Service.

“Device” means a cellular telephone, tablet or similar wireless communication device onto which you have downloaded the NET Credit Union app for the purpose of using Mobile Banking to conduct banking transactions. You may be capable of conducting transactions through text (SMS) messaging, Wireless Application Protocol (WAP) or other products that we select or approve. Your wireless carrier may assess you other fees. Please consult your plan or provider for additional information.

“Mobile Banking” means the banking services accessible from the Device you use to access NET’s 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”, “NET” and “Credit Union” means NET Federal Credit Union.



Mobile Banking Service

Mobile Banking is offered as a convenient and supplemental service to our products and services. It is not intended to replace other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your NET account information, use bill pay, transfer funds between your accounts, and conduct other banking transactions.

We reserve the right to limit the types and frequency and amount of transfers and the number of accounts eligible for this service. We also reserve 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. NET 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.

You agree that, when you use Mobile Banking, your phone number is captured and you remain subject to the terms and conditions of your existing agreement with your mobile service provider. You understand that those agreements may include fees, limitations and restrictions which might impact your use of Mobile Banking. You agree to be solely responsible for all such fees, limitations and restrictions.

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 the time of account opening.

Permitted Mobile Banking Transfers

You may use the Mobile Banking Service to transfer funds between your eligible NET accounts. You may transfer to or from an account at another financial institution. The other financial institution may charge you a fee for conducting the transaction on your account with them.

Federal Regulation (Reg D) requires financial institutions to limit the number of withdrawals that may be transacted through certain accounts. Some transfers through Mobile Banking may be subject to those limitations. Refer to the Account Agreements and Disclosures provided to you at the time of account opening.

Federal Regulation (Reg E) provides certain rights and responsibilities to you for certain electronic fund transfer services. Refer to the Account Agreements and Disclosures provided to you at the time of account opening.

Stop Payments Requests

You may be able to request a stop payment on some transactions you previously initiated as long as final transmission has not occurred. You may incur a fee for utilizing this service. Refer to the Account Agreement and Disclosures provided to you at the time of account opening and our current fee schedule.



Fees Charged for Mobile Banking

Currently, NET does not charge fees for subscribing to or using Mobile Banking. However, we reserve the right to assess fees in the future as listed in our fee schedule. You will receive prior notice of any fee changes.

Responsibilities

You represent that you are the legal owner of the Accounts and other financial information which may be assessed 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 agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would be considered illegal.

Unavailability of Services

You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties.

Security

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using any Mobile device. 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.

You agree to follow the specific password and authentication criteria in establishing and maintaining the passwords and authentication requirements to access the Mobile Banking features. You agree that you will utilize passwords and authentication criteria that are generally safe and sound and not use passwords such as "password" "your name" or anything else that is readily discernible.

Should you forget your password, you can request a password reset through the Mobile Banking Service. You agree to follow the instructions provided to you to reset your password. Multiple failed attempts to enter your password, may result in the temporary suspension of access to the Mobile Banking service which may require you to contact NET directly to have your services restored. We request that you use the forget password option within the software before you contact NET.

You agree to notify NET of any change to your contact information, including email address, postal service address, telephone numbers, etc.



Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless NET 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 the 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 that someone has transferred or may transfer funds from your account without your authorization, contact us AT ONCE at (844-220-7845). For a description of your and the Credit Union's responsibilities and liability with respect to unauthorized transactions and in case of errors or questions about your account, please refer to the Agreements and Disclosure provided at the time of account opening and the disclosure found on the back of one of your statements which is provided annually.