



## Delta Community Credit Union Mobile Banking Terms and Conditions

Thank you for using the Mobile Banking Services ("Services") and any related Software ("Software") provided by Delta Community Credit Union ("Credit Union") 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 online bill pay services of which the Service is a part. Credit Union in its discretion may modify these Terms and Conditions at any time. **Message & data rates may apply. For help, text the word HELP to 2DCCU (23228). To cancel SMS alerts, text the word STOP to 2DCCU (23228) at any time.**

### Terms and Conditions:

- a. **Program:** Credit Union offers their customers 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) and/or alerts providing general product information from the credit union. Enrollment requires identification of the user's banking relationship with Credit Union as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Members will be allowed to opt out of this program at any time. In order to remain eligible for the Service, member must remain in good standing.
- b. **Questions:** You can contact us at 1-800-544-3328 or 404-715-4725, or at any time, from your mobile phone, **send a text message with the word HELP to this number: 2DCCU (23228)**. We can answer any questions you have about the program.
- c. **To Stop SMS Alerts:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just **text the word STOP to this number: 2DCCU (23228)**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- d. **Terms and Conditions:** By participating in the Delta Community Credit Union Mobile Banking program, you are agreeing to the terms and conditions presented here.
- e. **Service Available:** The Services and/or Software may not be available at anytime for any reason outside of the reasonable control of Credit Union or any service provider.
- f. **SMS Communications:** SMS communications will be sent to the mobile device you have registered for the Service. If you change your mobile device, you are responsible for informing us of that change.

### Carriers Supported

Verizon Wireless, AT&T, U.S. Cellular®, Unicef, Cellular One Dobson are supported in addition to other US carriers.

### Credit Union Liability

You understand and agree that SMS communications may be delayed or prevented by a variety of factors. The Credit Union will do its best to provide SMS communications in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of

an SMS communication. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any SMS communication; or for any actions taken or not taken by you or any third party in reliance of an SMS communication.

SMS communications are designed to assist in overall management of the account; the accountholder should not be solely reliant on this service as delivery of messages can sometimes be delayed.

We shall not be responsible for any loss or damage caused by the Service. Nor shall we be responsible for any late fees, direct, indirect or consequential damages arising from the use or maintenance of the Service. The Service is provided "as is" without any warranty of any kind, either expressed or implied, including but not limited to the implied warranties of fitness for a particular purpose or warranties of merchantability.

### **Member Liability for Unauthorized Transfers**

Tell us at once if you believe your Mobile PIN has been lost, stolen or used without your permission. Telephoning is the best way of limiting your potential losses. You could lose all the money in your Payment Account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Access Code without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Code, and we can prove we could have stopped someone from using your Access Code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows payments or withdrawals that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or made available through the Credit Union's eStatements, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

If you believe your Mobile PIN has been lost or stolen, immediately reset your code by calling 1-800-544-3328 or 404-715-4725.

### **Errors and Questions**

In the case of errors or questions about your payments, you should:

- \* Telephone us at 1-800-544-3328 or 404-715-4725 or write us at 1025 Virginia Avenue, Atlanta, GA 30354 as soon as possible if you think your statement is wrong, or if you need more information about a payment on the statement. We must hear from you no later than 60 days after we send you the first statement or it is made available through eStatements on which the error or problem appeared.
- \* Advise us of your name and account number.
- \* Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- \* Advise us of the dollar amount of the suspected error.

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

explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**Privacy and User Information.** You acknowledge that in connection with your use of the Services, the Credit Union 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"). The Credit Union 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. The Credit Union 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 the Credit Union (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 the Credit Union 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 the Credit Union, 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.