



Service Description:

Mobile Banking is offered as a supplemental service to our other Online Banking services, as another means of accessing your account. 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 do the following: access your Westerra Credit Union account information, transfer funds, pay bills, make check deposits, receive text messages* about your account, and find branch locations and free ATM locations. To utilize Mobile Banking, you must be enrolled in Westerra Credit Union’s Online Banking service and activate your Device through Online Banking.

Definitions:

“Account(s)” – your eligible Westerra Credit Union savings, checking, money market, CDs, loans or other product information that can be accessed through Mobile Banking.

“Agreement” – this Mobile Banking, Short Message Service (SMS) texting, Remote Deposit Capture (RDC) and Popmoney© Agreement.

“Device” – a supportable mobile device including a cellular phone, smart phone or other mobile device that is web-enabled and allows Secure Sockets Layer (SSL) traffic which is also capable of receiving text messages.

“Services” –the collective applications Mobile Banking, SMS, Remote Deposit Capture and Popmoney©.

“We”, “us” and, “our,” and “Credit Union” - is Westerra Credit Union.

“Website” – is www.westerracu.com

“You” and “your(s)” – is each person with authorized access to your Credit Union account(s) through Online Banking.

General Provisions:

This Agreement contains the terms that govern your use of the Services. You may use the Services to access your accounts through the Internet or Device. Your use of Mobile Banking and the Services described in this Agreement constitutes your acceptance of these terms and conditions, which supplement the terms and agreements of your Account(s) to which you have previously agreed.

Mobile Banking may not be accessible or may have limited service over some network carriers. Mobile Banking may also not be supported by all Devices. Westerra Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of network” issues. We will not be liable for any loss or damage incurred or suffered by you as a result, directly or indirectly, of any failure, interruption, suspension, or termination of the Services for whatever reason, including but not limited to the acts or omission of our service providers or any third party.

We reserve the right to limit the types of Accounts eligible for the Services and the right to refuse to complete any transaction you request through the Services. We also reserve the right to modify the scope of the Services at any time.

We may modify the Services from time to time at our sole discretion. In the event of modifications, you are responsible for making sure you understand how to use the Services as modified. You also accept responsibility for making sure you know how to properly use your Device. We will not be liable for any losses caused by your failure to properly use the Service or Device.

You may only use the Services 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. You agree not to use the Services in or for any illegal, fraudulent, unauthorized or improper manner or purpose. You further agree not to use the Services to transmit and disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive 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 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 our reputation or that of any third-party service provider; (iv) material or data that specifically mentions any wireless carrier or copies or parodies the products 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 us to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to our equipment or facilities. You hereby indemnify the Credit Union and its subsidiaries, affiliates and their respective officers, directors, employees, insurers and attorneys (collectively, the "Indemnified Parties") and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages and liabilities and expenses, including attorney's fees and costs, arising out of, or related to, this Agreement.

In addition to this Agreement, the use of all products and services offered by Westerra Credit Union is governed by your Membership and Business Account Agreements, Disclosures and Information Guide, and any other agreement(s) between you and Westerra Credit Union.

This Agreement is subject to applicable federal laws and the laws of the state of Colorado, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary.

Equipment and Software:

Devices with internet capabilities are susceptible to viruses. You are responsible for ensuring that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files and/or your phone or could result in information being intercepted by a third party. Westerra Credit Union will not be responsible for any direct, indirect, incidental, special or consequential damages which may result from such viruses. Westerra Credit Union will not be responsible if any non-public personal information is accessed via the

Services due to any of the above named viruses residing or being contracted by your Device at any time, from any source.

The Credit Union is not responsible for errors or delays or your inability to access the Services caused by your Device. We are not responsible for the cost of upgrading the Device to remain current with the Services.

Permitted Transactions:

You may view account balances and transactions, transfer funds between authorized Westerra Credit Union accounts, transfer funds to an account at another financial institution, receive funds from an account at another financial institution, pay bills, make check deposits, receive text message alerts, and find branch locations and free ATM locations. The permitted transactions may be amended from time to time.

User Security:

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Services. You are responsible for keeping your password and account information confidential. You agree not to disclose your account information, passwords or leave your Device unattended while logged on to the Services, or allow your Device to store your user name and password. We recommend that you change your password regularly. If you believe your Device or password has been lost or stolen, or if you suspect any fraudulent activity on your Account(s), notify us immediately by calling 303-321-4209 or 1-800-858-7212.

Termination:

Westerra Credit Union reserves the right to terminate the Services in whole or part at any time with or without cause and without prior written notice as allowed and/or permitted by law.

SHORT MESSAGE SERVICE "SMS"*:

The SMS service enables you to access your Westerra Credit Union account(s) through an SMS text enabled Device. By activating one or more Devices for this service, you agree to receive and send electronic text messages about your Account(s). Text messages will be sent based upon the instructions you provide at the time of the SMS request. You hereby acknowledge and accept that each message is sent to you without being encrypted and will include the information you requested on your Account(s).

Once you activate your Device for this service, you are responsible for keeping any personal information on your Device secure. For your protection, you agree to:

- Log in to Online Banking and cancel your SMS service if your Device is lost or stolen.
- Log in to Online Banking and cancel or edit your SMS service if there are any changes to your wireless carrier provider or cell phone number.
- Contact Westerra Credit Union if your Device is lost or stolen.
- Erase the messages in your "Sent Messages" and "Inbox" that contain your personal information.

The Credit Union provides this service as a convenience to you. We do not use text messaging for any purpose not included in this system and will not respond to text messages sent to us that do not comply with the appropriate action codes.

****Message and data rates may apply. Please check with your carrier for further information. For assistance text "HELP" to 72080. To cancel text messaging, text "STOP" to 72080 at any time. In case of questions please contact Westerra Credit Union at 303-321-4209 or 1-800-828-7212 or visit <https://www.westerracu.com>.***

Remote Deposit Capture:

The Remote Deposit Capture service allows you to make deposits to your checking, savings or money market Account(s) from home or other remote locations by taking a picture of (capturing) the front and back of the check and delivering the image and associated deposit information to the Credit Union. Fees for this service may be imposed. See the current Fee Schedule for this information.

Eligible Checks. You agree to capture and deposit only checks as that term is defined in Federal Reserve Regulation CC (Reg CC), through the Service as described in this Agreement. You agree that you will use the Service to capture and deposit any checks or other items that are:

- Payable only to you or another account owner on the designated Account.
- Checks that do not contain any obvious alteration to any fields on the front of the check which you know or suspect are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks that are not previously converted to a substitute check, as defined in Reg CC.
- Checks that are not dated more than 6 months prior to the date of deposit.
- Checks that are not drawn on a financial institution outside of the United States.
- Checks that are payable in United States currency only.

Image Quality. The image quality of the check must be legible and comply with the requirements established by the ANSI, Federal Reserve Board, or any regulatory agency, clearing house or association.

Endorsements and Procedures. You agree to endorse any check transmitted through the Remote Deposit Capture service with the full signature of the payee as it appears in the "payee line" of the check.

Receipt of Items. We reserve the right to reject any item transmitted, at our sole discretion, without liability to you. We are not responsible for items we do not receive or for images that are lost in transmission. An item shall be deemed received when you receive a confirmation from Westerra Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or the check will be accepted and credited to your account.

Availability of Funds. You agree that checks transmitted using these services are not subject to the funds availability requirements of Reg CC. Generally, the first \$200 of funds deposited from this service will be available as soon as funds are credited to your account. The remaining funds will be generally available no later than three (3) business days from the date you make the deposit. The Credit Union may make the funds available sooner at its sole discretion.

The Credit Union will review and process checks deposited using your Device Monday – Friday during normal business hours, except Federal holidays. Deposits received by 2:45 PM MT will be reviewed and processed the same business day.

Standard Delivery (Three (3) Business Days):

Deposits sent by 2:45 PM MT: Funds Available No Later Than:

Monday	Thursday
Tuesday	Friday
Wednesday	Monday
Thursday	Tuesday
Friday	Wednesday
Saturday	Wednesday
Sunday	Wednesday

Please note: Weeks that contain federal holidays will extend this timeline.

Disposal of Transmitted Items. Upon confirmation that your account has been credited, you agree to prominently mark the item as “PROCESSED”. You shall securely store the original item(s) for a period of 45 calendar days. At that time you must properly destroy the item to ensure it is not again presented for payment.

Transaction Limitations. The Credit Union may impose limits on the deposits you make using the Remote Deposit Capture service. A single check is considered one deposit. You may send multiple deposits to Westerra Credit Union up to the daily deposit limit.

Popmoney © Personal Payment Service (Person 2 Person or P2P):

The Popmoney© service allows you to (1) initiate payment instructions from an eligible account at Westerra Credit Union and/or (2) receive a payment into an eligible account at Westerra Credit Union. You may access Popmoney© within the Service to transfer funds from one of your Accounts to an account of a recipient. You may send money to a recipient using a mobile telephone number or an email address. We may charge a fee for this service. See the current Fee Schedule for this information.

Frequency/Dollar Amount of Transfers. We may limit the number or dollar amount of transfers you make. You may not make a funds transfer in excess of the funds available in your Account(s).

Rejection of Transfers. We reserve the right, at our sole discretion, to reject any funds transfer or orders to carry out change or cancellation requests.

Authorization. You understand that to complete your funds transfer instructions we utilize Automated Clearing House (ACH), using applicable NACHA Rules. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, we reserve the right to collect the funds in any manner appropriate, as applicable by law, including debiting any of your other Accounts to the extent necessary to offset any deficiencies as a result of the failed transaction.

If you request a fund transfer to a recipient, you must provide with a true, correct current mobile telephone number or email address. We will contact the recipient and ask the recipient to provide us with their bank account information to complete the transfer. The fund transfer will then be made into their eligible financial institution account as soon as their eligible financial institution receives the funds. This may take up to three (3) business days. If the recipient fails to reply to the request or fails to follow the instructions provided by us, the fund transfer to the recipient will not be made and we will credit your Account for the amount of the transfer, generally within 3-5 business days.

Standard Delivery (Three (3) Business Days):

Payment sent by 3 PM MT	Payment Received By
Monday	Thursday
Tuesday	Friday
Wednesday	Monday
Thursday	Tuesday
Friday	Wednesday
Saturday	Wednesday
Sunday	Wednesday

Please note: Weeks that contain federal holidays will extend this timeline.

Limitation of Warranty and Liability.

You understand and agree that the Popmoney service is provided “as-is”. Except as otherwise provided in this Agreement or required by law, we assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings. You understand and expressly agree that the use of the Popmoney service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the Popmoney service is downloaded or obtained at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damages to your computer system or device or loss of data that results from the download or obtaining of such material and/or data.

Except as expressly set forth on the Credit Union web site or in this Agreement, we disclaim all warranties of any kind, expressed or implied, including without limitation any warranties on equipment, hardware or software or internet provider service or any part of them, including without limitation, any warranties of merchantability. We make no warranty or representation regarding the results that may be obtained from the use of the Popmoney service, the accuracy of any information retrieved by us from the accounts or that the service will meet any user’s requirements, be uninterrupted, timely, secure or error free.

The Credit Union is not responsible for any loss , injury or damages, whether direct, indirect, special or consequential, caused by the internet provider, any related software, or arising in any way from the installation, use or maintenance of your computer or device hardware, software or other equipment.

