

North Georgia Credit Union Mobile Banking Agreement and Disclosure

This Agreement is the contract which covers your and our rights and responsibilities concerning the Mobile Banking services offered to you by the above-named Credit Union ("Credit Union"). The Mobile Banking service permits you to electronically initiate account transactions and bill payments involving your accounts with the Credit Union. In this Agreement, the words "you" and "yours" mean those who request and use the Mobile Banking and Bill Payer service, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union. By requesting and using the Mobile Banking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. In addition to the terms herein, you acknowledge the receipt and incorporation herein of the terms of your Membership Agreement with the Credit Union, which shall also govern our relationship with you. To the extent that the terms of a specific provision this Agreement vary from the terms set forth in the Membership Agreement, the specific terms and conditions of this Agreement will govern our relationship with you with regard to the services specially described herein.

1. Mobile Banking Service through Mobiliti App.

A. Account Access - Fingerprint Login. Fingerprint login is an optional fingerprint sign-in method for the Credit Union's Mobile Banking that is currently available for most phones that have a fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device. For more help with fingerprint scanning, contact the manufacturer that supports your mobile device. Fingerprints are stored on your device only and the Credit Union never sees or stores your fingerprint information. You acknowledge that by enabling fingerprint login, you will allow anyone who has a fingerprint stored on your device access to your personal any payment account information within the Credit Union's Mobile Banking App - Mobiliti. The Credit Union reserves the right to suspend or disable this feature at any time. Fingerprint login can only be associated with one Mobiliti username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use fingerprint login for Mobiliti on multiple devices, you will need to set it up for each device. You can enable or disable fingerprint login anytime from the services menu within Mobiliti.

B. Types of Transactions. At the present time, you may use the Mobile Banking Service to:

- Access account information such as balances and recent transaction history;
- Transfer funds between your accounts at North Georgia Credit Union;
- Instant Balance, the ability to check account balances prior to logging in (standard text rates apply);

- Set-up optional account alerts to be delivered either to your mobile phone using sms text messaging (standard text rates apply), and/or via email.;
- Make payments to merchants and individuals who have previously consented to accept payments through our Bill Payer Service – CheckFree;
- Use Mobile Deposit to deposit regular checks to North Georgia Credit Union via Mobile App.

C. Availability. Not all Mobile Banking Services are available on all types of mobile devices. We reserve the right to refuse any transaction you request through Mobiliti. You agree and understand that Mobile Banking – Mobiliti may not be accessible or may have limited utility over some mobile networks, such as while roaming.

D. Use of Services. Mobile Banking – Mobiliti will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking – Mobiliti before using, and that you always use Mobile Banking – Mobiliti in accordance with any instructions that you may be given. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking – Mobiliti software.

From time to time we may change, upgrade, or add new features to Mobile Banking – Mobiliti. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobiliti software. The credit union will not be liable to you for any losses caused by your failure to properly use Mobiliti or your device.

It is not a guarantee that all mobile devices and operating systems are compatible with Mobiliti. To determine compatibility, review mobile service options or contact your mobile provider to learn about device capabilities. To use Mobile Deposit, you must have a supported mobile device compatible with the Mobiliti app, with a camera and a supported operating system, have internet access or data plan to connect with web server and download the App to your mobile device.

E. Relationship to Other Agreements. You agree that when you use Mobile Banking – Mobiliti, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), 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 may impact your use of Mobile Banking – Mobiliti (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking – Mobiliti, including while downloading the software, receiving or sending Mobile Banking - Mobiliti text messages, or other use of your wireless device when using the

software or other products and services provided by Mobile Banking – Mobiliti, and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking – Mobiliti. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving the Credit Union. You also agree that if you have any problems with Mobile Banking – Mobiliti, you will contact us directly.

2. Mobile Banking Software License Agreement.

A. License. Subject to any compliance with this Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license to download, install and use the software on your wireless device within the United States and its territories. In the event that you obtain a new or different wireless device, you may be required to download and install the software to that new or different wireless device.

B. License Restrictions/Revocation. This license shall be revoked immediately upon any of the following conditions:

- (i) your termination of Mobile Banking – Mobiliti;
- (ii) your deletion of the software from your wireless device;
- (iii) your noncompliance with this Agreement;
- (iv) or written notice to you at any time, with or without cause.

In the event this license is revoked for any of the foregoing reasons, you agree to promptly delete the software from your wireless device and/or discontinue use. We and our service providers (which includes, without limitation, any provider of software such as Fiserv) reserve all rights not granted to you in this Agreement.

C. Software. The software shall be used solely in connection with Mobile Banking – Mobiliti and may not be used by you for any other reason. You may not grant any sublicenses to the software. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or software, (ii) copy or reproduce all or any part of the technology or software, or (iii) interfere, or attempt to interfere with the technology or software. The software does not include various third-party operating systems and applications that will be required to use the software. You will be solely responsible for such third-party software. You acknowledge that the software contains trade secrets and other proprietary and confidential information, whether or not the software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the software. You (a) will not print, copy, or duplicate any portion of the software, (b) will not alter any copyright notices on the software, (c) will not make the software available in any form to anyone

except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Paragraph, (e) only will use the software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of our procedures and requirements for use of the software. The provisions of this Paragraph will survive termination of this Agreement.

3. Your Obligations. When you use Mobile Banking – Mobiliti to access accounts you designate during the registration process, you agree to the following:

A. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking – Mobiliti. You represent and agree that all information you provide to us in connection with Mobile Banking – Mobiliti is accurate, current and complete, and that you have the right to provide such information. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that we and our service providers may send you, by sms text message, email, and other methods, communications relating to Mobile Banking – Mobiliti (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking – Mobiliti and other Online Banking Services.

B. Security of Your Mobile Device. You are responsible for maintaining the confidentiality and security of your mobile devices, account number(s), password(s), security question(s) and answer(s), login information, and any other security or access information, used by you to access the Mobile Banking – Mobiliti Services. You agree not to supply your information to anyone and to immediately notify the Credit Union if you become aware of any loss, theft or unauthorized use of any access information, including your mobile devices. You agree to check your statements and transactions regularly and report any errors to us promptly by calling us at 706-886-1441, 706-356-7001, or 706-376-6961 and to cancel immediately your participation in Mobile Banking – Mobiliti. The Credit Union reserves the right to deny your access to Mobile Banking – Mobiliti if we believe that any loss, theft or unauthorized use of access information has occurred.

C. Fees. There are currently no monthly service charges for Mobile Banking – Mobiliti and Bill Pay services. However, a fee will apply if you need to expedite a payment through Bill Pay. The Credit Union will advise you of any fee changes prior to implementing them. In the future, the Credit Union may add to or enhance the features of the services. By using such added or enhanced features, you agree to pay for them in accordance with the Credit Union’s Fee Schedule. You are responsible for all charges from your internet service provider or mobile carrier. All other fees associated with your accounts at the Credit Union apply.

D. Location-Based Information. If you use any location-based feature for Mobile Banking – Mobiliti, you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking – Mobiliti. If you wish to revoke access to such information, you may cease using location-based features of Mobile Banking – Mobiliti.

E. Export Control. You acknowledge that the software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the software. You agree that you will not directly or indirectly use, export, re-export, or transfer the software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Mobile Banking – Mobiliti in any embargoed or sanctioned country.

F. Proprietary Rights. You are permitted to use content delivered to you through Mobile Banking – Mobiliti only on Mobile Banking – Mobiliti. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking – Mobiliti technology, including, but not limited to, any software or other mobile phone applications associated with Mobile Banking – Mobiliti.

G. User Conduct. You agree not to use Mobile Banking – Mobiliti or the content or information delivered through Mobile Banking – Mobiliti in any way that would: (i) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the software; (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking – Mobiliti to impersonate another person or entity; (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (iv) be false, misleading or inaccurate; (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vii) potentially be perceived as illegal, offensive or objectionable; (viii) interfere with or disrupt computer networks connected to Mobile Banking – Mobiliti; (ix) interfere with or disrupt the use of Mobile Banking – Mobiliti by any other user; or (x) use Mobile Banking – Mobiliti in such a manner as to gain unauthorized entry or access to the computer systems of others.

H. No Commercial Use or Re-Sale. You agree that the Mobile Banking – Mobiliti Services are for personal use only. You agree not to resell or make commercial use of Mobile Banking – Mobiliti.

I. Indemnification. You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking – Mobiliti, your violation of this Agreement, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

4. Additional Provisions.

A. Mobile Banking – Mobiliti Services Limitations.

(i). Neither we, nor any of our service providers, including Fiserv, can always foresee or anticipate technical or other difficulties related to Mobile Banking – Mobiliti. These difficulties may result in loss of data, personalization settings or other Mobile Banking – Mobiliti interruptions.

(ii). Neither we, nor any of our service providers, including Fiserv, assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking – Mobiliti.

(iii). Neither we, nor any of our service providers, including Fiserv, assume responsibility for the operation, security, functionality or availability of any wireless device or mobile network that you utilize to access Mobile Banking – Mobiliti.

(iv). You agree to exercise caution when utilizing the Mobile Banking – Mobiliti application on your wireless device and to use good judgement and discretion when obtaining or transmitting information.

(v). Information about activity is synchronized between the Mobile Banking – Mobiliti software and our website. Transfer and payment information available via the Mobile Banking – Mobiliti software may differ from the information that is available directly through our website. Information available directly through our website may not be available via Mobile Banking – Mobiliti software, may be described using different terminology, or may be more current than the information available via the Mobile Banking – Mobiliti software, including but not limited to account balance information. The method of entering instructions via the Mobile Banking – Mobiliti software also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to your use of the Mobile Banking – Mobiliti software. Additionally, you agree that neither we nor our

service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

B. Changes or Cancellation. You may cancel your participation in Mobile Banking – Mobiliti by calling us at 706-886-1441, 706-356-7001, or 706-376-6961. We reserve the right to change or cancel Mobile Banking – Mobiliti at any time without notice. We may also suspend your access to Mobile Banking – Mobiliti at any time without notice and for any reason including but not limited to, your non-use of Mobile Banking – Mobiliti. You agree that we will not be liable to you or any third-party for any modification or discontinuance of Mobile Banking – Mobiliti.

C. Use of Data. We, and our service providers, will use information you provide for purposes of providing the Mobile Banking – Mobiliti Services and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed-up for Mobile Banking – Mobiliti in a month).

D. Third Party Beneficiary. You agree that our service providers may rely upon your agreements and representations in this Agreement, and such service providers are third-party beneficiaries to this Agreement, with the power to enforce its provisions against you.

E. Limitations and Warranty Disclaimers. We and our service providers disclaim all warranties relating to the Mobile Banking – Mobiliti Services or otherwise in connection with this Agreement, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. The Credit Union's liability shall be limited to direct damages sustained by you and only to the extent that such damages are a direct result of the Credit Union's gross negligence or willful misconduct; provided that the maximum aggregate liability of the Credit Union resulting from any such claims shall not exceed the total fees paid by you for the service resulting in such liability in the six-month period preceding the date the claim accrued. In no event shall the Credit Union be liable for special, incidental, punitive or consequential loss or damage of any kind including lost profits whether or not the Credit Union has been advised of the possibility of such loss or damage. The Credit Union's licensors or suppliers will not be subject to any liability to member in connection with any matter.

F. Force Majeure. The Credit Union shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.