



Mobile Banking Agreement and Disclosure

The Mobile Banking Agreement and Disclosure (“Agreement”) is an addendum to the Webb-It 24 Home Banking Agreement and Disclosure. Please read this Agreement carefully, and keep a copy for your records. The Agreement sets forth terms and conditions for the registration and use of the Mobile Banking Service (“Service”) offered by Publix Employees Federal Credit Union (“PEFCU”, “we”, “our”, “us”) for the member (“you”, “your”, or “user”).

By clicking “Accept” when you register for and upon using the Mobile Banking Service, you agree to all of the terms and conditions contained in this Agreement. We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will also 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 and/or at the time of enrollment for the service or feature, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking Services we offer without notice, except as may be required by Law.

The Mobile Banking Service is any account, loan or other banking product accessed through the Mobile Banking Service. The terms and conditions stated in this Agreement are in addition to your and PEFCU’s rights and responsibilities set forth in the **“Important Account Information for Our Members”** (including, without limitation, “Electronic Funds Transfer (EFT) Disclosures”) disclosure brochure that was provided to you when you first opened your account with PEFCU and that can also be found in the Applications & Disclosures section on our website, www.pefcu.com.

I. Mobile Banking Service

A. Description of Service

The Mobile Banking Service consists of Mobile Banking and SMS Mobile Banking. It is offered as a convenient supplemental service to our online Webb-It 24 Home Banking Service. It is not intended to replace access to Home Banking from your personal computer or other methods you might use for managing your accounts and services with us.

Mobile Banking uses the Wireless Application Protocol (WAP) which allows you to view your account balance, review recent account history, make mobile deposits, pay bills, and transfer funds between your accounts and to third-party payees using compatible Mobile Phones and/or Wireless Devices (collectively “Device”). You may choose to

download and install our free PEFCU Mobile Application (located at the Apple App Store and Android Marketplace) on your mobile device or use your mobile device's web browser to access the Mobile Banking site.

SMS Mobile Banking uses the Short Message Service (SMS Texting) function on your Device to view your account balance, review account history, and transfer funds between your accounts using text message commands.

B. Use of Service and Security

To enroll in Mobile Banking, you must first be a registered user of our Webb-It 24 Home Banking Service and have a valid email address registered to your account.

To use the SMS Mobile Banking feature, you must log directly into Mobile Banking WAP site (<https://mobile.pefcu.com>) and register your SMS text enabled Device. You are allowed to register up to ten (10) different Devices.

Please review the instructions for registering and using the Mobile Banking Service on our website at www.pefcu.com. Additional instructions for using SMS Mobile Banking are available at <https://mobile.pefcu.com>.

You will utilize your current Webb-It 24 Home Banking ID and Password to access Mobile Banking. Because your password is used to access your accounts, and we are entitled to act on instructions received under your password, you should treat it as you would any other sensitive personal data. If you change your mobile telephone number, it will be your sole responsibility to access Mobile Banking and enter the appropriate updated information.

By registering for and using the Mobile Banking Service, you accept sole responsibility for understanding how to safely and securely use the Mobile Banking Service before you actually do so. You agree to contact us directly if you experience any issues with the Service. We may modify the Mobile Banking Service and the use thereof from time to time at our sole discretion. In the event of any such modifications, you are solely responsible for making sure you understand how to use the Service as modified.

C. Funds Transfers

You may use the Mobile Banking Service to transfer funds between your eligible PEFCU accounts (Internal Transfer).

You may also use the "Send Money" PayPal feature within Mobile Banking to transfer funds to third-party recipients (External Transfer) of your designation. The recipient does not require a PayPal account before you send the funds; however, the recipient

will be required to establish a PayPal account before accessing the transferred funds online.

You acknowledge that PEFCU cannot cancel or refund monies sent using the “Send Money” PayPal feature. You agree it is your sole responsibility to carefully verify the amount of funds you intend to send, the destination account, the e-mail address, and the mobile phone number of all third-party payee(s) prior to submitting any electronic funds transfers.

Federal regulations require 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 Banking Service is counted as one of the six (6) limited transactions permitted each month for such accounts. We may also limit the type, frequency and amount of transfers for security purposes.

D. Mobile Deposit

Mobile Deposit is a service offered through the PEFCU Mobile Application for Android and iPhones that allows members to remotely deposit paper checks into their account by electronically transmitting a digital image of the check to us for deposit.

To use this service you must be enrolled in Mobile Banking (see section I. (B) of this document).

We will establish a mobile deposit amount limit when you are enrolled into this service. You will have instant credit to your deposited funds up to your mobile deposit limit. You may contact Member Services to inquire about your instant credit amount.

We reserve the right, at our sole discretion to revoke your Mobile Deposit privilege. Revocation of Mobile Deposit privileges includes, but is not limited to, the following:

- Member Account Abuse
- Delinquent Loans
- Non-Sufficient Funds (NSFs)
- Altered Check
- Foreign Check
- Incomplete Checks
- Post-dated Checks
- Stale-dated Checks
- Deposit of a PEFCU Check Drawn on Your Personal Account
- Checks with Inconsistent Dollar Amounts

- Non-Negotiable Items
- Any Unlawful Activity
- Improper Use of the Mobile Deposit Service

Mobile Deposits transmitted during maintenance periods, or during other off-line hours as established by PEFCU, will not be posted into your account until the next day. It is your responsibility to review your account history to ensure deposits have been posted.

E. Bill Pay

Mobile Banking users will have the ability to access the Webb-IT 24 Home Banking's Bill Pay service via the PEFCU Mobile Application (located at the Apple App Store and Android Marketplace) once the application has been installed on their Device.

The PEFCU Mobile Application allows full feature use of Bill Pay, with the exception of adding Payees and Rush Payment. For security concerns, all Payees must be added to Bill Pay by logging into Webb-IT 24 Home Banking.

F. Relationships to Other Agreements

You agree that when you use the Mobile Banking Service, you remain subject to the terms and conditions of your existing agreements with us, and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand those agreements may provide for fees, limitations and restrictions which might impact your use of the Mobile Banking Service (such as data usage or SMS text messaging charges imposed on you by your mobile service provider). You agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly and without involving us.

Any account, loan or other banking product accessed through the Mobile Banking Service is also subject to the "*Important Account Information for Our Members*" disclosure (referenced above) found in the Applications & Disclosures section on our website, www.pefcu.com.

WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING ONLINE BANKING AND/OR MOBILE BANKING SOFTWARE OR SERVICES OR BROWSER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

II. Mobile Banking Software License

Subject to your compliance with this Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license (“License”) to download, install and use the free PEFCU Mobile Application (located at the Apple App Store and Android Marketplace) on your Device within the United States and its territories. This License shall be deemed revoked immediately upon (i) your termination of this Agreement in accordance with its provisions; (ii) your deletion of the PEFCU Mobile Application from your Device; (iii) our written notice to you of termination at any time which we may give with or without cause. If this License is revoked for any reason, you agree to promptly delete the PEFCU Mobile Application from your Device. The provisions of this Agreement shall survive revocation of the License.

III. Your Obligations

A. Account Ownership/Accurate Information

You represent that you are the legal owner of the account(s) and other financial information which may be accessed via the Mobile Banking Service. You represent and agree that all information you provide to us in connection with the Mobile Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Mobile Banking Service. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up to date and accurate. You represent that you are an authorized user of the Device you will use to access the Mobile Banking Service.

B. Security

You agree to take every precaution to ensure the safety, security and integrity of your account, transactions, and personal identification information when using the Mobile Banking Service. You agree not to leave your Device unattended while logged into the Mobile Banking Service and to log off immediately at the completion of every session.

You agree not to provide any of your logon information (passwords, user-id/username, account-#, etc.) to unauthorized persons. If you permit other persons to use your Device, logon 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 accept responsibility for properly configuring, securing, and using your Device when accessing the Mobile Banking Service. You are responsible for ensuring your Device(s) stays protected from and free of malware (viruses, worms, “Trojan horses”, etc.), and

for periodically updating your Device(s) with any related security patches/updates. PEFCU will not be liable for any losses caused by the improper use of the Mobile Banking Service or your Device.

You agree to notify us immediately if a Device you use to access the Mobile Banking Service is lost, stolen, and/or you believe someone may have unauthorized access to your accounts. You also agree to sign an affidavit, file a police report and/or assist us in any investigation and/or prosecution of any alleged electronic banking crimes.

C. User Conduct

You agree the Mobile Banking Service is for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of the Mobile Banking Service or resell, lease, rent or distribute access thereof. Furthermore, you agree not to reverse engineer or reverse compile any Mobile Banking Service technology, including, but not limited to, any software, feature or other applications associated with the Mobile Banking Service.

You agree not to use the Mobile Banking Service, the content, the network connect to, or information delivered through the Mobile Banking Service in any way that would be considered illegal or violate any law, statute or regulation. Harassment, threatening language, or your breach of this Agreement could result in the closure or suspension of your account.

D. Indemnity

You agree to indemnify, defend, and hold PEFCU harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of your use of the Mobile Banking Service, any negligent or intentional action or inaction, and/or any breach of the Terms and Conditions of this Agreement. You agree that this paragraph shall survive the termination of this Agreement for any reason.

IV. Service Charges

There is a nominal charge for each payment transaction assessed to the Payer when using the "Send Money" PayPal feature. We reserve the right to institute charges for account access or for additional transactions or features in the future, but only after written and/or electronic notification to you at least 30 days in advance of the date such charges will take effect. Please refer to our Schedule of Fees and Charges posted in the Applications & Disclosures section on our website, www.pefcu.com.

V. Additional Provisions

- Mobile Banking is secured using industry standard technologies and SSL certificates that enable 128-bit encrypted communication. Notwithstanding our efforts to secure the Mobile Banking Service, you acknowledge the Internet is inherently insecure and that all data transfers occurring over the Internet could potentially be monitored and read by others. We cannot guarantee the security of electronically submitted information, and PEFCU shall not be liable for any unauthorized interception or use thereof.
- By registering your Device with SMS Mobile Banking, PEFCU will send SMS text messages to you based upon the instructions you provide at the time of the SMS text request you initiated to us. You hereby acknowledge and accept that each SMS text message is sent to you unencrypted and will include certain information you requested on your account(s).
- You understand that unless you secure your Device, anyone who has access to said Device may be able to view your SMS text messages and/or other confidential information on your Device. We encourage you to secure (lock) your Device with a PIN or Password.
- PEFCU's SMS Mobile banking short code is 86020. If you receive an SMS text message from a short code other than 86020, you should know immediately that it is not PEFCU communicating with you. To deactivate your SMS Mobile Banking, send an SMS text message that says **STOP** to 86020.
- You acknowledge, agree and understand the Mobile Banking Service may not be accessible or may have limited utility over some mobile networks (while roaming or otherwise) or by other issues affecting your wireless carrier provider and/or other conditions or factors outside PEFCU's control.