



800.825.3641 | [3riversfcu.org](http://3riversfcu.org)

## 3RIVERS FEDERAL CREDIT UNION Mobile Services Agreement

### **Terms and Conditions: 3Rivers Credit Union Mobile Banking**

Thank you for using 3Rivers Credit Union Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 61539. To cancel, text "STOP" to 61539 at anytime. In case of questions please contact customer service at **260.490.8328 Option 1** or visit **3riversfcu.org**.

### **Terms and Conditions**

**Program:** 3Rivers Credit Union Mobile Banking offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship 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. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

**Questions:** You can contact us at **260.490.8328 Opt 1** or send a text message with the word "HELP" to this number: 61539. We can answer any questions you have about the program.

**To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 61539. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

**Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.**

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at anytime for any reason outside of the reasonable control of 3Rivers Credit Union Mobile Banking or any service provider.

**Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, 3Rivers Credit Union Mobile Banking 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 Mobile Banking or the Software (collectively "User Information"). 3Rivers Credit Union Mobile Banking 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 Mobile Banking 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. 3Rivers Credit Union Mobile Banking and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the 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 Mobile Banking or the 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 Mobile Banking or the 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 3Rivers Credit Union Mobile Banking (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 3Rivers Credit Union Mobile Banking or any third-party service provider involved in the provision of Mobile Banking; (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 3Rivers Credit Union Mobile Banking, any third-party service provider involved in providing Mobile Banking, 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: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

**Use of Google Maps:** You agree to abide by the Google terms and conditions of use found [here](#). and the Google Legal Notices found at [here](#), or other URLs as may be updated by Google.

**Mobile Capture.** By using 3Rivers Mobile Check Capture, you authorize 3Rivers to clear and process check images that are transmitted by you to your Account to fund deposits. You agree that you will only transmit images of checks to 3Rivers. A "Check" includes: Personal and business checks; U.S. Treasury checks, a money order or cashier's check made payable to you. You will not transmit any Check image that: is payable to any person or entity other than you; is prohibited by, or received in violation of, any law, rule or regulation; you know or suspect (or should know or suspect) is fraudulent or otherwise not authorized by the owner of the bank account on which the check is drawn; has been previously cashed or deposited; is postdated or more than 6 months old; is payable to cash; is a U.S. Savings Bond or travelers check; is irregular in any way (such as bearing different numerical and written amounts or a nonexistent date); does not bear a signature of the person on whose account the check is drawn; or is drawn on a financial institution that is located outside of the United States.

You agree to sign the back of your check, "for 3Rivers mobile check deposit only", prior to submitting it and that each image you submit will be an accurate representation of the front and the back of the Check. You will not create

or transmit duplicate images of any Check you submit through 3Rivers Mobile Check Capture, nor will you deposit or transfer the original of any Check unless 3Rivers informs you that the images you have submitted cannot be processed. You agree to retain and safeguard the original Check for at least 30 Days after you have photographed and transmitted the Check images. After 30 Days have passed and you have verified that the funds associated with the Check have been added to your Balance, you agree to destroy the original Check in a safe and responsible manner.

All 3Rivers Mobile Check Capture deposits will post to your account immediately. The first \$225.00 will be immediately available for use. For any funds over \$225.00, a hold will be placed for 2 business days. A hold may be placed on any Check image that does not comply with the legal requirements of a check. If funds have been added to your Account using 3Rivers Mobile Check Capture and the Check is subsequently returned unpaid for any reason, 3Rivers will remove these funds from your Account and this action may prompt additional fees to be withdrawn from your account.

3Rivers has the right to refuse any Mobile Check Capture transaction submitted by you. You may not submit Check images through 3Rivers Mobile Check Capture with a total value greater than \$10,000 in any day. If your Account is restricted after you submit an image to the 3Rivers, you will not be able to use those funds until you resolve the restriction on your Account.

Member understands and agrees funds from Items deposited under the terms of this Agreement are subject to 3Rivers' Funds Availability Policy.

Items transmitted by the Depositor and received by 3Rivers or its subcontractors will be posted immediately. Member understands and agrees funds from Items deposited under the terms of this Agreement are subject to 3Rivers' Funds Availability Policy and will generally be available after processed and once funds are received. This agreement may be modified or amended from time-to-time.