

APCI eMobile Disclosure and Agreement

Introduction

APCI Federal Credit Union (FCU) agrees to provide you with APCI eMobile Banking Service (the “**Service**” or “**APCI eMobile**”). APCI eMobile allows you to access your accounts from a mobile device that you have registered through APCIRCUIT® PC Home Banking Service (APCIRCUIT). By enrolling in the Service, you agree to all the terms and conditions contained in this eMobile Disclosure and Agreement (the “**Agreement**”).

We may offer additional APCI eMobile services and features in the future. Any such added services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the APCI eMobile services we offer without notice, except as may be required by Law. Your continued use of the Service shall indicate your agreement, acknowledgment and acceptance of any such changes.

Definitions. As used in this Agreement, the following terms have the following meanings:

- “**Account(s)**” means your eligible APCI FCU share savings, share draft checking, loan, and other APCI FCU products that can be accessed through APCI eMobile;
- “**Device**” means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure single socket layer (SSL) encryption (128 bit) traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details;
- “**Mobile Banking**” means the banking services accessible from the Device you have registered with us for APCI eMobile;
- “**You**”, “**Your(s)**”, and “**Member**” mean each person with authorized access to your Account(s) who applies and uses APCI eMobile service; and
- “**APCI FCU**”, “**We**”, “**Our**”, “**Us**” and “**Credit Union**” means APCI Federal Credit Union.

Description of Service. APCI eMobile is offered as a convenience and supplemental service to APCIRCUIT. It is not intended to replace access to APCIRCUIT from your personal computer or other methods you use for managing your accounts and services with us. APCI eMobile allows you to access your APCI FCU account information, transfer funds, deposit a check and conduct other transactions. To utilize the APCI eMobile Banking Service, you must be enrolled to use APCIRCUIT. Information about APCI eMobile is available on our website at apcifu.org.

APCI eMobile may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supported by all Devices. APCI FCU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of range” issues.

Use of Service. In order to properly use APCI eMobile, you should review and follow the instructions provided on our website at apcifu.com. You agree to accept responsibility for learning how to use APCI eMobile in accordance with the online instructions and agree that you will contact us directly if you have any problems with APCI eMobile. We may modify the Service from time to time at our sole discretion.

In the event of any modifications, you are responsible for making sure you understand how to use APCI eMobile as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

Other Agreements. You agree that, when you use APCI eMobile, you remain subject to the terms and conditions of your existing agreements with the Credit Union except as expressly otherwise stated herein; 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 that those agreements may provide for fees, limitations and restrictions which might impact your use of APCI eMobile (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with APCI eMobile), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile network service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us. Any deposit account, loan or other credit union product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of APCI eMobile. [Please refer to our Important Account Information brochure.](#)

Permitted APCI eMobile Transactions. You may use APCI eMobile to perform only the following activities: View balance(s) and recent transaction history, make an immediate one-time transfer of funds between your eligible APCI FCU accounts including loan payments. You may deposit checks and receive alerts. You may not transfer to or from an Account at another financial institution using APCI eMobile.

You must have sufficient funds available in the selected account at the time the transfer request is received. We reserve the right, at our sole discretion, to impose limits to the type, frequency and amount of transfers, using the Service, and may change such limits from time to time without notice.

Mobile Alerts. APCI eMobile enables you to receive notices from time to time concerning available balance information and other issues relating to your APCI FCU account(s). By signing up to receive one or more of the notices that are offered through APCI eMobile, you acknowledge that you are aware and agree to abide by the following:

- The APCI eMobile alerts allow you to request and receive messages that we make available, about your Account(s) with APCI FCU. We will send you alerts based upon the instructions you provide to us. The mobile phone number and/or email address you provide are neither reviewed nor verified by APCI FCU prior to or following activation of the alerts service. You hereby acknowledge and accept that each alert is sent to you without being encrypted and may include your name and information pertaining to your Account(s);
- You acknowledge and agree that your receipt of any APCI eMobile alert may be delayed or prevented by factors affecting your mobile phone service provided and other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of each alert (and we shall have no liability for any losses resulting therefrom); and
- APCI eMobile alerts are provided as a courtesy and convenience to you for information purposes only. An alert does not constitute a credit union record for a share or loan Account(s) to which it pertains.

Mobile Deposit Services. Please see our APCI eDeposit User Agreement for details on depositing checks into eligible APCI FCU accounts from your mobile device or other remote location.

Electronic Consent Agreement. Please see our Online Service E-Sign Disclosure and Consent for details on receiving communications electronically for those products and services through our online banking services.

Errors. You agree to notify APCI FCU of any suspected errors regarding your electronic transfers through this Service right away, and in no event later than sixty (60) calendar days after the applicable APCI FCU account statement is sent. Unless you notify APCI FCU within these sixty (60) calendar days, such statement containing the record of all transactions made through this Service shall be conclusively deemed correct, and you will be deemed to have waived any and all claims and shall be prohibited from making a claim against APCI FCU for such error. You will immediately contact APCI FCU regarding such error as set forth below.

Telephone APCI FCU at:	800-821-5104
Or email APCI FCU at:	e.commerce@apcifcu.org

Fees. APCI FCU does not charge a fee to use APCI eMobile; however, you understand and agree that other fees may apply and you are responsible for such fees. [Please refer to our fee schedule.](#) You further understand and agree that any fees, if applicable, are separate from any other charges that may be assessed by your wireless carrier for text messages or other forms of communication sent to or received from us. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including short message service (SMS).

Your Responsibilities. You represent and agree to the following by enrolling in APCI eMobile or by using the Service:

- **Account Ownership/Accurate Information.** You represent and warrant that you are the legal owner of the Accounts and other financial information which may be accessed via APCI eMobile. You represent, warrant and agree that all information you provide to us in connection with APCI eMobile is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using APCI eMobile. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent and warrant that you are an authorized user of the Device you will use to access APCI eMobile; and

User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using APCI eMobile. You agree not to leave your Device unattended while logged into APCI eMobile and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access APCI eMobile, you are responsible for any transactions they authorize and we will not be liable for any losses or damages resulting therefrom. You agree not to use any personally identifiable information when creating shortcuts to your Account. Once you activate your Mobile Device for this Service, you are responsible for keeping any personal information in your Mobile Device secure. For your protection, you agree to:

- Log into APCIRCUIT PC Home Banking Service (APCIRCUIT) and cancel Mobile Banking if you or your wireless carrier provider cancel your service;

- Log into APCIRCUIT and cancel Mobile Banking if your Mobile Device is lost or stolen; and
- Log into APCIRCUIT and cancel or edit Mobile Banking if there are any changes to your wireless carrier provider or Mobile Device number.
- **User Conduct.** You agree not to use APCI eMobile or the content or information delivered through this Service in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of APCI eMobile to impersonate another person or entity; (c) 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); (d) be false, misleading or inaccurate; (e) 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; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to APCI eMobile; (i) interfere with or disrupt the use of APCI eMobile by any other user; or (j) use this Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

Indemnification Obligation. Unless caused by our intentional misconduct or gross negligence, you understand and agree to indemnify and hold APCI FCU (and its members, officers, employees and affiliates harmless) harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including but not limited to, reasonable attorneys' fees and expenses arising from your: (i) negligent or intentional conduct; (ii) use of the Service; and/or (iii) breach of this Disclosure and Agreement (including, but not limited to, any breach of the warranties, representations, or obligations contained in this Agreement). You understand and agree that this paragraph shall survive the termination of this Agreement.

Disclaimer of Warranties. APCI FCU'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES AND YOUR RIGHTS AND REMEDIES, SET FORTH IN THIS AGREEMENT, ARE EXCLUSIVE. YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES: (i) WILL MEET YOUR REQUIREMENTS; (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

Limitation of Liability. APCI FCU's liability for errors or omissions with respect to the data transmitted or printed by APCI FCU will be limited to correcting the errors or omissions, subject to the limits stated in this Agreement. YOU AGREE THAT APCI FCU WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICES, INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF APCI FCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Governing Law. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the

Commonwealth of Pennsylvania, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in any United States federal court or state court located in the Commonwealth of Pennsylvania, County of Lehigh, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Miscellaneous. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver by us of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by an authorized representative of the APCI FCU. No waiver by us shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

By clicking "I Agree", you:

- Acknowledge you have read and understand this **APCI eMobile Disclosure and Agreement**;
- You represent to the APCI FCU that the device you intend to use in connection with this Service meets the requirements above;
- You agree to receipt of this Agreement and all updates to this Agreement in electronic form.