

Beehive Federal Credit Union

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By enrolling in the Mobile Banking Service you are agreeing to the terms and conditions in the Mobile Banking and Mobile Deposit Disclosure and Agreements below. Please read these disclosures carefully and print them for your records. A copy of these Agreements can be printed from the Credit Union's website at www.bhive.org in the Disclosure Central area under the About Beehive tab, using your computer's browser and a printer. In addition, this Agreement is accessible on our mobile app by clicking on Deposit from the menu bar, following the prompts to the Deposit Review screen and then clicking Read Deposit Disclaimer. If you are unable to print this document, a copy can be provided to you by the Credit Union upon request.

MOBILE BANKING AND MOBILE DEPOSIT DISCLOSURES AND AGREEMENTS

GENERAL TERMS AND CONDITIONS

APPLICABLE TO BOTH MOBILE BANKING AND MOBILE DEPOSIT SERVICES

These Mobile Banking and Mobile Deposit Disclosures and Agreements as amended from time to time ("Agreement") set forth the terms and conditions governing the use of Beehive Federal Credit Union's: A) Mobile Banking service; and B) Mobile Deposit service. Please read these Disclosures and Agreements completely and retain them with your personal records. By using, or allowing another person to use, the Mobile Banking and/or Mobile Deposit services offered by Beehive Federal Credit Union, you are agreeing to be bound by the terms and conditions of these Disclosures and Agreements. In these Disclosures and Agreements, the terms "you" and "your(s)" refer to the member, and the terms "we", "us", "our(s)" "BFCU" and "Credit Union" refer to Beehive Federal Credit Union. All Disclosures and Agreements shall be construed in accordance with the provisions of the Uniform Commercial Code (UCC).

ELECTRONIC DISCLOSURE OF MOBILE BANKING AND MOBILE DEPOSIT DISCLOSURES AND AGREEMENTS

By clicking "I Agree" you acknowledge electronic receipt of the Credit Union's Mobile Banking and Mobile Deposit Disclosures and Agreements. You agree that you have read these Disclosures and Agreements in their entirety and will abide by their terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of these Disclosures and Agreements unless you specifically request it.

WHO IS BOUND BY THESE AGREEMENTS

Each person "signer" who downloads the Bhive FCU app to use the Mobile Banking and Mobile Deposit services and/or enters their user name and password agrees to be bound by the terms and conditions of these Disclosure and Agreements. If more than one account owner enters their user name and password all signers are jointly and severally liable. The Disclosures and Agreements are also binding upon your heirs, personal representatives and successors. By accessing the system, or authorizing anyone else to access the system, you agree to be bound by the terms and conditions of the Disclosures and Agreements.

ELIGIBILITY LIMITATIONS

You may not be eligible for these services if any of the following apply:

- Your account is frozen for any reason including, but not limited to, fraud;
- You have mishandled these services or your account;
- You have defaulted on any agreement with the Credit Union including, but not limited to, an account agreement, or a loan agreement;
- You have a valid email address.

SERVICE AND MAINTENANCE

From time to time, the Credit Union may disable the Mobile Banking and Mobile Deposit Services without prior notice for scheduled maintenance and upgrades to the system.

ADDRESS CHANGE

You are required to have a valid, accurate email address on file in order to enroll in Mobile Banking and to receive special notifications regarding your Mobile Banking or Mobile Deposit Services. You are required to keep the Credit Union informed of your current address and e-mail address to ensure correct mailing of monthly statements.

BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday, excluding legal holidays.

TERMINATION

You may terminate these Agreements with us at any time. The Credit Union reserves the right to terminate these Agreements and/or your use of the Services with or without cause. We may do so immediately if:

- a) you or any authorized user of your account breaches either of these or any other agreements with the Credit Union;
- b) we have reason to believe that there has been or might be an unauthorized use of your account; or
- c) you or any authorized user of your account requests that we do so.

ATTORNEYS' FEES AND OTHER FEES

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip tracing fees, and outside services fees incurred while we are enforcing our rights under these Agreements.

ADDITIONAL BENEFIT ENHANCEMENTS

The Credit Union may from time to time offer additional services to you in connection with your accounts.

Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

RESERVATION OF RIGHTS

Failure or delay by the Credit Union to enforce any provision of these Agreements or to exercise any right or remedy available under these Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

OTHER AGREEMENTS

Except as stated otherwise in the Agreements, these Agreements do not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

SEVERABILITY

If any part of these Agreements should be held to be unenforceable, the remaining provisions of these Agreements shall remain in full force and effect.

A. MOBILE BANKING DISCLOSURE AND AGREEMENT

The Mobile Banking Disclosure and Agreement is incorporated effective June 1, 2016. All other terms and conditions of your Electronic Funds Transfer Disclosure and Agreement, as amended, remain in force.

SERVICES

The Mobile Banking service allows you to access your account information through your smart phone. You may access the Mobile Banking service either by mobile application or mobile web browser. The Mobile Banking service also allows you to request and receive account information and notification via text message.

SYSTEM REQUIREMENTS

To use the Mobile Banking service, you must have a smart phone with a service plan that includes data, text messaging and Internet access with Secure Socket Layer (SSL) capability and a Mobile Banking service user name and password. Third party fees may apply for data, text messaging and Internet access. Contact your mobile device data carrier for additional information.

- To access the Mobile Banking service using the Mobile Web Banking option, visit bhive.org.
- To access the Mobile Banking service using the application option, download the BFCU Mobile Application from your device's application store. The Operating System version must be compatible with the latest version of the application, as determined by your device's application store.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will receive either a monthly or quarterly account statement reflecting all of your transactions. Depending on your statement election, your statement will either be mailed or available by logging into Online Banking.

HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION

If you believe your user name and password has been lost or stolen or someone has transferred or may transfer money from your account without your permission, call us at (208)656-1000 or (800) 972-4483 or write us at PO Box 40, Rexburg, ID 83440.

You should also call the number or write to the address listed above if you believe a transfer has been made using information from your account without your permission.

USER SECURITY

You agree not to give or make available your mobile banking service username, password or other means to access our mobile banking service to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using our mobile banking service. If you permit other persons to use your mobile device, BFCU mobile banking service, username and password or other means to access your accounts through our mobile banking service, you are responsible for any transactions they authorize. If you believe that your BFCU username and password, mobile device or other means to access your accounts through our mobile banking service has been lost or stolen or that someone may attempt to use our mobile banking service to access your accounts or has transferred money without your consent, you must notify us promptly. For business accounts, the Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account or service resulting from any compromise of your data.

USER NAME AND PASSWORD

You will select a user name and password. This information should be memorized. Your accounts can only be accessed by the use of an access device with your username and password. If you forget your user name or password, contact the Credit Union to reset your information.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transaction to or from your accounts on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- a) through no fault of ours, you do not have enough money in your account to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the network system was not working properly and you were aware of the malfunction when you started the transaction;
- d) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transactions despite reasonable precautions that we have taken;
- e) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- f) your username and password has been entered incorrectly;
- g) the payee mishandles or delays a payment sent by our bill payment service provider;
- h) you have not provided our bill payment service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account. There may be other exceptions not specifically mentioned above.

CHARGES

There are no fees for using the Mobile Banking Services. However, your mobile carrier may charge for Internet access or text messaging associated with SMS Banking. Contact your mobile device data carrier for additional information.

AMENDMENTS

The Credit Union may change the terms and conditions of this Agreement from time to time by email or mailing written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of our services or designated accounts.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

TRANSACTIONS AVAILABLE

You may use the Mobile Banking service to perform the following transactions:

- Obtain account balance information;
- Obtain up to twenty-four (24) months of History on your accounts;
- Transfer funds between your accounts within the same tax identification number;
- Make mobile deposits;
- Control debit/credit card;
- Make payments using bill pay;
- View documents.

The following are limitations to the use of the Mobile Banking service:

- No more than six preauthorized, automatic, online, or telephone transfers may be made from your Share/Savings account or money market deposit account to another account at the Credit Union or to a third party in any calendar month. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed.

B. MOBILE DEPOSIT DISCLOSURE AND AGREEMENT

The Mobile Deposit Disclosure and Agreement is incorporated by this reference and becomes a part of Beehive Federal Credit Union's Mobile Deposit Disclosure and Agreement effective June 1, 2016.

MOBILE DEPOSIT SERVICES

Mobile Deposit Service ("Service") allows you to remotely deposit paper checks from your mobile device to your Credit Union account by electronically transmitting a digital image of the paper check to the Credit Union.

SYSTEM REQUIREMENTS

To use the Service, you must meet the following criteria:

- You must have a smart phone with an enabled camera and service plan that includes data and Internet access. Third party fees may apply for data and Internet access. Contact your smart phone device carrier for additional information.
- You must have the Credit Union Mobile Application installed on your smart phone device. The Bhive Mobile Application can be downloaded from your device's application store. The Operating System version must be compatible with the latest version of the application as determined by your device's application store.

HOW TO NOTIFY US IN CASE OF ERRORS

If you believe there has been an error with respect to any original check or image transmitted to the Credit Union for deposit, call us at (208) 656-1000 or (800) 972-4483 or write us PO Box 40, Rexburg, ID 83440.

CHARGES

There are no fees for using the Mobile Deposit Services.

AMENDMENTS

The Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. We will notify you of any material change to this Disclosure and Agreement via e-mail, app update, or on our website by providing a link to the revised Disclosure and Agreement. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change. Your acceptance of the revised Terms and Conditions along with the continued use of the Mobile Deposit service will indicate your consent to be bound by the revised Disclosure and Agreement.

CUT-OFF TIME AND CREDIT TO YOUR ACCOUNT

Deposits received prior to 6 p.m. Mountain Standard Time (MST) on a Monday through Friday (excluding legal holidays) will be credited to your account on the same business day. Deposits received after 5 p.m. MST or on any day the Credit Union is not open, including legal holidays, will be credited on the next business day.

FUNDS AVAILABILITY

Our policy is to make the first \$200 in funds from an image of an item you submit through the Service available to you on the first (1st) business day we receive your deposit. The remainder of your funds will be available on the third (3rd) business day after we receive your deposit. If we are not going to make all of the funds from your deposit available on the third (3rd) business day, we will notify you after we receive your deposit. In the event that your account has had a returned item through mobile deposit longer hold times may apply to future deposits.

REQUIREMENTS OF CHECKS TRANSMITTED

Prior to scanning the check, you must add your signature endorsement and your Credit Union account number to the back of the check, or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Service as the Credit Union may establish from time to time.

You must provide the Credit Union a complete, legible and accurate image of the front of the check showing the name of the drawer/payor and signature(s), the paying bank's preprinted information, MICR encoded information, the name of the payee and the payment amount information.

You must also provide the Credit Union a complete, legible and accurate image of the back of the check showing your signature endorsement. You must also maintain a copy of the check for 75 days.

DEPOSIT LIMITATIONS

All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned.

The current individual item dollar limit is \$5,000 and the current daily dollar aggregate item limit is \$5,000. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded.

The following are examples of items **not** accepted for deposit through the Mobile Deposit service (this list is not exhaustive):

- Items made payable to a third party (i.e., any person or entity not a party to the account).
- Items displaying a "non-negotiable," "void" or similar notation or watermark.
- Items containing evidence of alteration or other indicators that call into question either the authenticity of the item or your authority to negotiate it.
- Items dated more than six (6) months prior to the date of deposit.
- Items previously converted to a substitute check or items that are remotely created checks as defined by Regulation CC.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States currency.
- Items with incomplete or illegible information.
- Items that are savings bonds.
- Post dated checks.
- Previously deposited checks or check images.
- Money orders.
- Traveler's checks.
- Amex Gift Cheques.
- Savings Bonds.
- Checks that require specific endorsements.
- Cash.

You may review your deposit status on the Mobile Deposit App. You will receive an email notification on whether the deposit was accepted or rejected.

MEMBER RESPONSIBILITIES

You are solely responsible for:

- Transmitting to the Credit Union a complete, accurate and legible image of the front and back of the original check without any alteration.
- Paying any overdraft or non-sufficient fee charged by the Credit Union or any third party as a result of the Credit Union's rejection of any item(s), or for any item(s) returned unpaid.
- Ensuring the safekeeping or destruction of the original item for 75 days after the item has been scanned, transmitted and deposited electronically.

MEMBER WARRANTIES

By using the Service, you represent and warrant that:

- The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Service.
- No other duplicate images of the original check have been made.
- The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing.
- Any files and images transmitted to the Credit Union will not contain viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related system.

- You will comply with this Disclosure and Agreement and all applicable rules, laws and regulations. You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless the Credit Union from any loss, due in whole or in part, to the breach of this warranty provision.

RETURNED DEPOSITS

A returned deposit fee will be charged to the account to which the deposit was made or any account where funds are available. Regular return deposit fees will apply.