

# Central Virginia Federal Credit Union Mobile Banking Agreement and Disclosure Notice

This Agreement governs the use of Central Virginia Federal Credit Union's Mobile Banking Service, referred to as "Mobile Banking". By using Mobile Banking to conduct transactions, you agree to the terms of this Agreement. This Agreement is intended to supplement the Central Virginia Federal Credit Union Internet Banking Agreement and Disclosure Notice and other terms and agreements of your account(s) to which you have previously agreed.

Central Virginia Federal Credit Union does not charge a fee for this service; however, standard data rates from your mobile service provider may still apply. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements 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.

## Definitions

As used in this agreement, "account(s)" means the Central Virginia Federal Credit Union account(s) in which you are either the owner or joint owner which can be accessed through Mobile Banking. "Device" means a supportable mobile device including a cellular phone, smart phone, or other mobile device that is web-enabled and allows Secure Sockets Layer "SSL" traffic capable of receiving text messages. "Mobile Banking" means accessing online banking services through <https://cvfcu.com> by the use of a Device. "We", "our", "us" and "Financial Institution" refer to the individual Financial Institution Central Virginia Federal Credit Union that holds your accounts. "You", "your", and "yours" mean the person(s) using the Mobile Banking service.

## Equipment and Software

Central Virginia Federal Credit Union does not guarantee that your Device or mobile phone service provider will be compatible with Mobile Banking.

Mobile phones and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. CVFCU will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. CVFCU will also not be responsible for errors or delays or your inability to access the service caused by your Device.

We are not responsible for the cost of upgrading the Device to remain current with the Mobile Banking service. We are not responsible for any damage to the Device or the data within.

## **The Mobile Banking Service**

Central Virginia Federal Credit Union offers Mobile Banking as a convenience and supplemental service to our Internet Banking (CU-Online) services. It is not intended to replace access to CU-Online from your personal computer, or other methods you may use for managing your accounts and services with us. Mobile Banking allows you to access your account information, make payments, transfer funds and conduct other banking transactions. To use Mobile Banking, you must first be enrolled in CU-Online.

CVFCU reserves the right to limit the types and numbers of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Mobile Banking service at any time.

You agree to accept responsibility for making sure you understand how to use Mobile Banking and that you will contact us directly if you have any problems with Mobile Banking. You will also accept responsibility for making sure that you know how to properly use your Device. Central Virginia Federal Credit Union will not be liable to you for any losses caused by your failure to properly use the Service or your Device.