

MOBILE BANKING TERMS & CONDITIONS

DEL-ONE FEDERAL CREDIT UNION

Terms and Conditions for Mobile Banking

Thank you for using the Mobile Money Services (“Services”) and any related Software (“Software”) provided by Del-One FCU (“Financial Institution”) combined with your handheld’s text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions. In addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and billpay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply.

Terms and Conditions:

- a. Program: Financial Institution offers their members mobile access to their account information (e.g., balance information, transfer funds, bill payments, check deposits to share draft) over the Short Messaging Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Financial Institution reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, appear to be fraudulent or erroneous, or otherwise require Financial Institution to increase its required reserve on the account. Financial Institution may set other limits on the amount of any transaction, and you will be notified of those limits. Financial Institution may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access. For mobile deposit, funds are normally received within two business days. A business day is every day except Saturdays, Sundays, and federal holidays. Additional review may be required based on dollar amount. Please keep the paper check until the funds are posted to the account. The following limitations on Del-One Mobile Banking transactions may apply:
 - There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
 - Maximum dollar amount per mobile deposit or per day is \$5000. Savings bonds and foreign items are not eligible for mobile deposit.Enrollment requires identification of the user’s banking relationship with Financial Institution 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, members may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the member. This program will be ongoing. Standard messaging charges apply. Members will be allowed to opt out of this program at any time.
- b. Questions: You can contact us at jwebmaster@del-one.org, 302-739-4496, or send a text message with the word “HELP” to this number: 59289. We can answer any questions you have about this program.
- c. 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: 59289. You’ll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- d. The Services and/or Software may not be available at anytime for any reason outside of the reasonable control of Financial Institution or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of the Services, Financial Institution 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 the Services or Software (collectively “User Information”). The Financial Institution 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 to deliver the Services 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. The Financial Institution and its affiliates and services providers also reserve the right to monitor use of the Services and 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 the Services and 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 the Services and 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 Financial Institution (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 Financial Institution or any third party service provider involved in the provision of the Services; or (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 drug-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 Financial Institution, any third party service provider involved in providing the Services, 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: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party’s account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other members of the Services or Software, or otherwise abuse the Services or Software.