



**MOBILE AND ONLINE BANKING AGREEMENT  
AND CONSENT TO RECEIVE STATEMENTS, NOTICES, AND DISCLOSURES ELECTRONICALLY  
REVISED November 19, 2018**

**I. Introduction**

**II. Definitions**

**III. Features of Electronic Banking**

- A. Account Information
- B. Bill Pay
- C. Transfers
- D. Mobile Deposit

**IV. Accessing Electronic Banking**

- A. Requirements
- B. Electronic Access Devices
- C. Your DFFCU Password
- D. Fees

**V. General Terms and Conditions**

- A. Use of Electronic Banking Services and Representations and Warranties
- B. Availability of Services
- C. Confidentiality and Authorized Users
- D. Closed Accounts, Cancellation of Electronic Banking Services, and Terminating this Agreement
- E. Changes in Electronic Banking or this Agreement
- F. Overdrafts: Order of Payments, Transfers, Other Withdrawals
- G. Disclosure of Account Information
- H. Other Governing Agreements, Laws, and Regulations
- I. Questions or Error Correction on Electronic Banking Transactions
- J. Preventing Misuse of Your Account
- K. Waiver
- L. Severability
- M. Our Liability

**VI. Bill Pay**

- A. How to Set Up Payments
- B. The Bill Pay Process
- C. Liability
- D. Fees
- E. Additional Charges for Customer Requested Services and Other Items
- F. Agreement with the Bill Pay Provider

**VII. Transfers**

- A. Permissible Transfers
- B. Transfer Limitations
- C. Availability of Funds and Cut-Off Times
- D. Cancellation of Transfers

## VIII. Mobile Deposit

- A. Mobile Deposit Services
- B. Our Acceptance of Deposits
- C. Deposited Checks and Image Quality
- D. Limitations, Funds Availability, and Transmission Timeframes
- E. Check Retention and Destruction
- F. Prohibited Items for Deposit through Mobile Deposit
- G. Unpaid Checks

## IX. Consent to Receive Statements, Notices, and Disclosures Electronically

---

### I. Introduction

Mobile and Online Banking (“Electronic Banking”) is offered as a convenience to you. Through Electronic Banking you can manage your personal or small business accounts online or through your Mobile Device. This Electronic Banking Agreement (as amended from time to time, the “Agreement”) outlines the features of Electronic Banking and governs your use of the Electronic Banking Services offered by Deseret First Federal Credit Union (“DFFCU”). By using any of the Electronic Banking Services, you agree to this entire Agreement.

A major component of your acceptance of this Agreement is your consent to receive all communications from DFFCU in electronic format (e.g. periodic statements) rather than in hard-copy or print form as more fully outlined in Part V.A. below (“Consent to Receive Statements, Notices, and Disclosures Electronically”).

Your accounts at DFFCU continue to be governed by the Membership Agreement and the applicable account disclosures obtained at account opening such as, but not limited to, the Truth-In-Savings Disclosure, the Fee Schedule, the Funds Availability Disclosure, and the Electronic Funds Transfer and Error Resolution Disclosures. Throughout this Agreement the Membership Agreement and the applicable account disclosures obtained at account opening (and as amended from time to time) shall be referred to as the “Membership Agreement and Disclosure Statements”. The Membership Agreement and Disclosure Statements (and as amended from time to time) continue to govern your relationship with DFFCU in addition to this Agreement. In the event that there is any direct conflict between this Agreement and the Membership Agreement and Disclosure Statements, the Membership Agreement and Disclosure Statements will govern.

---

### II. Definitions

Unless otherwise stated the following definitions apply to all parts of this Agreement:

The terms “**we**,” “**us**,” “**our**,” “**Deseret First Federal Credit Union**,” “**DFFCU**,” and “**Credit Union**” refer to Deseret First Federal Credit Union.

The terms “**you**” and “**your**” refer to you the member (individual or entity) of Deseret First Federal Credit Union who is entering this agreement and each signer on your account.

The term “**business days**” means Monday through Friday, excluding Saturday, Sunday and Federal and State legal holidays.

The word “**checks**” refers to the definition of “Check” in the Federal Reserve’s Regulation CC.

The term “**electronic communication**” refers to all statements, disclosures, agreements, or any other communications sent electronically from DFFCU to you at your email address or Mobile Device on record.

**“Electronic Access Device”** refers to a standard or traditional desktop computer or PC laptop or a Mobile Device as defined herein that is:

1. Internet enabled with an appropriate browser
  - a. For desktop browsers: Internet Explorer (version 8 or above), Mozilla Firefox (version 9 or above), Google Chrome (version 17 or above) or Safari (version 8 or above);
  - b. For mobile browsers: Android Default Browser and Chrome (Android 2.3 or above) or Mobile Safari for iOS devices (iOS 5 or above));
2. Supported by 128-bit encryption;
3. Cookie supported and enabled; and
4. Javascript supported and enabled.

Electronic Access Devices are discussed more fully in Part IV.B. below (“Electronic Access Devices”).

**“Electronic Banking Agreement”** or **“Agreement”** refers to this entire agreement.

**“Electronic Banking Services”** and/or **“Electronic Banking”** refers to the services and features offered and discussed in this Agreement such as, but not limited to, Bill Pay, Mobile Deposit, viewing account information, and transfers.

**“Mobile Device”** means a smart phone, tablet, or similar device that is installed with software required by DFFCU to use Electronic Banking Services.

**“DFFCU Password”** refers to the password you will need to login to Electronic Banking.

**“Membership Agreement and Disclosure Statements”** refers to the agreement and disclosure statements you received or will receive upon account opening with DFFCU including any and all amendments or changes thereto. You may access these at <https://www.dfcu.com/>.

---

### **III. Features of Electronic Banking**

#### **A. Account Information**

Electronic Banking permits you to access your accounts online or through your Mobile Device. Among other things, you will be able to view your account balances, transaction history, and payment dates.

#### **B. Bill Pay**

Bill Pay allows you to set up payments to non-DFFCU members at other financial institutions. Your account will be debited the authorized amount and the payee’s account will be credited the payment.

Bill Pay is discussed in more depth in Part VI below.

#### **C. Transfers**

Through Electronic Banking you will be able to transfer funds internally among DFFCU accounts and to your accounts at other financial institutions.

Transfers are discussed in more depth in Part VII below.

#### **D. Mobile Deposit**

Through Electronic Banking you can deposit checks to your DFFCU accounts with Mobile Deposit through the convenience of your Mobile Device. Mobile Deposit is available for use only with certain Mobile Devices, not with traditional desktop or laptop computers.

---

Mobile Deposit is discussed in more depth in Part VIII below.

---

#### **IV. Accessing Electronic Banking**

The provisions of this Part (IV) apply to the entire Agreement.

##### **A. Requirements**

To access Electronic Banking you must (a) have a DFFCU account; (b) have a compatible Electronic Access Device; (c) consent to receive all notices and disclosures electronically; (d) provide DFFCU with your current email address and, if applicable, your Mobile Device contact information, and you must update your email address and contact information immediately upon any change; (e) satisfy all applicable requirements for registering for the Electronic Banking Services; and (f) read and accept this entire agreement. Your consent is automatically renewed each time you login to Electronic Banking and/or use Electronic Banking Services to conduct a transaction.

You are solely responsible for obtaining all hardware, software, and equipment necessary to use the Electronic Banking Services.

A business must be operating under a tax payer identification number to have access to these accounts.

##### **B. Electronic Access Devices**

Certain Electronic Access Devices may be compatible with one or more of the Electronic Banking Services but not with others (e.g. Mobile Deposit is only available with certain Mobile Devices). DFFCU does not guarantee compatibility with any particular Electronic Access Device. In order for you to utilize Electronic Banking and the Electronic Banking Services you must have a compatible Electronic Access Device. Your Electronic Access Device must be internet enabled and connected to the internet. You may be required to make upgrades from time-to-time to continue using the Electronic Banking Services. You are solely responsible for any and all expenses associated with your Electronic Access Device.

This Agreement does not amend or supersede any of your Electronic Access Device agreements such as, but not limited to, your Mobile Device agreement with your provider or your agreement with an internet provider. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Electronic Banking and Electronic Banking Services (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Electronic Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Similarly, you agree that only your internet provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider(s) directly without involving us.

We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

##### **C. Your DFFCU Password**

You will be provided an initial DFFCU Password that will give you access to your DFFCU accounts for purposes of Electronic Banking. This password must be changed upon your initial entry to Electronic Banking. Later it may be changed within Electronic Banking. We will act on instructions received under your password. For security purposes, it is recommended that you memorize your DFFCU Password and do not write it down. To further safeguard your account we recommend that you change your password regularly. You are responsible for keeping your DFFCU Password, account numbers, and other account data confidential.

## **D. Fees**

Presently, there are no fees for using Electronic Banking. However, all other existing fees as outlined in the applicable Membership Agreement and Disclosure Statements or any other fee schedule for particular products or services may be assessed and still apply to Electronic Banking transactions, as applicable (e.g. non sufficient/uncollected funds fees). Additionally, at any time we may establish and/or adjust fees for Electronic Banking upon proper notification in accordance with Part V.F. below (“Changes in Electronic Banking or this Agreement”).

Please note that fees may be assessed in connection with your Electronic Access Device agreements but such fees are not an obligation imposed by DFFCU.

---

## **V. General Terms and Conditions**

The provisions of this Part (V) apply to the entire Agreement.

### **A. Use of Electronic Banking Services and Representations and Warranties**

Your strict compliance with this Agreement and all other agreements with DFFCU is a condition to your ability to access and use Electronic Banking with any of its features. You agree that you will not use nor will you permit another to use Electronic Banking in any unauthorized manner. Thus, your use of Electronic Banking must comply with all applicable law, this Agreement and the Membership Agreement and Disclosure Statements.

You represent and warrant to us that all actions taken in connection with Electronic Banking such as, but not limited to, remote deposits through Mobile Deposit, Bill Payment or transfers, are lawful and are done in good faith. You further represent and warrant that you are authorized to deposit all checks that you submit through Mobile Deposit, make all transfers arranged by you, or the like. With respect to Mobile Deposit you represent and warrant that all checks deposited are accurate representations of the original check, are properly payable to you, contain authentic and authorized signatures, have not been altered, and will not be presented for payment in a manner that will cause the drawer’s account to be debited twice (i.e. multiple deposits of the same check). You agree to be liable for any breach of the foregoing. Further, you agree to indemnify and hold us harmless for any and all costs, damages, and losses arising from your breach of these representations and warranties.

You agree to refrain from any activity or conduct that would infringe upon the proprietary rights of the owner(s) of any software or services associated with Electronic Banking. You agree that any such infringement or violation will result in the immediate termination of your access to Electronic Banking. Additionally, you agree to be liable for any and all costs, damages, and losses arising from your misuse, infringement or violation of the proprietary rights of the owner(s) of any software or services associated with Electronic Banking regardless of whether such misuse, infringement or violation is willful or negligent. You agree to indemnify us for any and all costs, damages, and losses resulting or arising from your misuse, infringement or violation of the proprietary rights of the owner(s) of any software or services associated with Electronic Banking regardless of whether such misuse, infringement or violation is willful or negligent.

### **B. Availability of Services**

We will make reasonable efforts to keep Electronic Banking Services available for your use on a continuous basis. However, we do not guarantee functionality of Electronic Banking Services on all Electronic Access Devices, on all communications networks, in all geographic regions, or at all times. We make no promises that Electronic Banking will always be available for your use. You hereby agree that we are not liable nor are we responsible for any loss or damage incurred or suffered by you as a result of any interruption in our services. Additionally, although we will attempt to maintain Electronic Banking during non-peak hours, we may conduct such maintenance at any time.

### **C. Confidentiality and Authorized Users**

You agree to keep your DFFCU Password and user name needed to access your accounts through Electronic Banking confidential. Additionally, you are responsible for keeping your account numbers and all account data confidential. It is recommended that you memorize your DFFCU Password, do not write it down, and change it regularly. You agree to promptly review all electronic statements for accuracy and to immediately notify us in the event of any error or unauthorized access as explained in Part V.J. below (“Questions or Error Correction on Electronic Banking Transactions”).

You agree that if you authorize another person to access Electronic Banking Services on your behalf and with your DFFCU Password and/or utilize any of the Electronic Banking features, we may rely upon their apparent authority. Unless otherwise restricted by law, you agree to indemnify and hold us harmless for any loss or damage resulting from any person so authorized.

### **D. Closed Accounts, Cancellation of Electronic Banking Services, and Terminating this Agreement**

If you wish to cancel any of the Electronic Banking Services offered through Electronic Banking and this Agreement, please contact our Customer Service at **1-800-326-3328** or send cancellation instructions in writing to Deseret First Federal Credit Union, P.O. Box 45046, Salt Lake City, Utah, 84145. We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by us on your behalf.

If you close all of your DFFCU accounts you will lose access to Electronic Banking. Accordingly, it may be advisable to print or otherwise obtain copies of the electronic communications accessible from within Electronic Banking prior to closing your accounts. In any event, you may obtain account information and prior statements in hard-copy form by visiting a DFFCU branch and paying any applicable fees for copies.

Your Electronic Banking may be canceled by us at any time without prior notice for any of the following reasons: (a) you have insufficient funds in one of your accounts; (b) you do not access your accounts through Electronic Banking for any one (1) year period; (c) you have violated this Agreement; (d) we determine in our sole discretion that you are abusing any of our services regardless of whether they are related to Electronic Banking; or (e) we cease offering the Electronic Banking Services. After cancellation, Electronic Banking Services may be reinstated, once we are satisfied in our sole discretion, that the condition of cancellation has been amended.

Please note that if your Electronic Banking Services are canceled for any reason your scheduled transfer set-ups in Electronic Banking either through Bill Pay or other means (e.g. transfer) will be discontinued. You agree that DFFCU is not liable for any late or missed payments because you failed to restructure your payment(s) in the event of a cancelation of your Electronic Banking Services. Furthermore, you agree to hold DFFCU harmless of any and all losses resulting from your failure.

### **E. Changes in Electronic Banking or this Agreement**

We reserve the right to change the charges, fees, Electronic Banking Services or features, or any other term(s) described in this Agreement. You will receive notification about any changes to this Agreement, charges, or fees in the manner provided for in the Membership Agreement and Disclosure Statements. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Membership Agreement and Disclosure Statements.

We may make changes to geographic areas served by Electronic Banking at any time with or without prior notice.

From time to time we may introduce new Electronic Banking Services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

#### **F. Overdrafts: Order of Payments, Transfers, Other Withdrawals**

In the event your account has insufficient collected funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Electronic Banking transfers, Bill Payments, etc.) that you have requested for a given business day, the "Order of Payments" provision under the section entitled "Overdrafts" in the Membership Agreement will govern the order of payments.

In addition, you may be charged the same overdraft charges that apply to your account generally.

You agree to have collected funds available on deposit in the account you designate in amounts sufficient to pay for all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Electronic Banking transfers, Bill Payments, etc.), as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse an electronic funds transfer if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the account and we have not exercised our right to reverse or reject the electronic funds transfer, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge any of your accounts to cover such payment obligations. You agree that DFFCU will not be liable for any loss or damage resulting from any canceled or failed electronic funds transfer resulting from insufficient funds in your account, even when DFFCU had the ability to cover the payment through an overdraft but chose not to.

You agree that although the Electronic Banking Services are intended to assist you in the management of your finances, you are solely responsible to ensure that you have enough funds in your accounts to cover all of your payments, transfers, and other transactions.

#### **G. Disclosure of Account Information**

You understand that information about your accounts may be furnished to others in accordance with applicable law and regulations and the Membership Agreement and Disclosure Statements (particularly the Privacy Notice Disclosure). Furthermore, you understand that information about your accounts may be disclosed for the purpose of providing these Electronic Banking Services but shall be done in accordance with the Privacy Notice Disclosure of the Membership Agreement and Disclosure Statements.

#### **H. Other Governing Agreements, Laws, and Regulations**

In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Membership Agreement and Disclosure Statements provided by us at account opening (and as they have been amended from time to time) and DFFCU's rules and regulations.

You agree to comply with and be bound by the rules and regulations of any funds transfer system to which DFFCU belongs, and all applicable State and Federal laws and regulations, including but not limited to, Regulation CC – "Expedited Funds Availability Act", Regulation D, Bank Secrecy Act (BSA), and all laws administered by the United States of America which are in existence as of the date of this Agreement and as amended from time to time.

As discussed above in Part IV.B. ("Electronic Access Devices"), this Agreement does not amend or supersede any of your Electronic Access Device agreements.

This Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of Utah. You agree to abide by and comply with all local, state, and federal rules, laws, and regulations.

### **I. Questions or Error Correction on Electronic Banking Transactions**

If you have any questions regarding any of our Electronic Banking Services please contact us:

1. By electronic mail (E-mail) to [communications@dfcu.com](mailto:communications@dfcu.com), fax at **801-456-7007**, telephone at **1-800-326-3328**, or mail to **Deseret First Federal Credit Union at P.O. Box 45046, Salt Lake City, Utah, 84145.**

For any suspected errors or suspected wrongful or fraudulent use of your account (such as, but not limited to, unauthorized or incorrect transfers, deposits or withdrawals) or if you believe another person has improperly obtained your DFFCU Password, you must immediately follow the procedures outlined in the Electronic Funds Transfer (and Error Resolution) Disclosure from the Membership Agreement and Disclosure Statements.

### **J. Preventing Misuse of Your Account**

*Frequently examine your account activity.* Your role is extremely important in the prevention of any wrongful use of your account(s). You must promptly examine your periodic statement (i.e. your monthly statement, if applicable) upon receipt. If you find that your records and ours disagree, you must immediately follow the procedures outlined above in Part V.J. ("Questions or Error Correction on Electronic Banking Transactions").

*Protect your personal identification information.* In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

*Safeguard your DFFCU Password.* The DFFCU Password that is used to gain access to Electronic Banking should also be kept confidential. For your protection we recommend that you change your DFFCU Password regularly. It is recommended that you memorize this DFFCU Password and do not write it down.

You are responsible for keeping your DFFCU Password, personal identification information, account numbers and other account data confidential. If you believe that your DFFCU Password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission or that any other unauthorized activity on your account has occurred, NOTIFY OUR CUSTOMER SERVICE IMMEDIATELY by electronic mail (email) to [communications@dfcu.com](mailto:communications@dfcu.com), fax at **801-456-7007**, telephone at **1-800-326-3328**, or mail to **Deseret First Federal Credit Union at P.O. Box 45046, Salt Lake City, Utah, 84145** AND FOLLOW THE PROCEDURES OUTLINED ABOVE IN PART V.J. ("Questions or Error Correction on Electronic Banking Transactions").

### **K. Waiver**

Neither party will be deemed to have waived any part or provision of this Agreement, or any other agreement, by the failure to insist on conformity with this Agreement, or any other agreement, or to seek redress for any such violation.

### **L. Severability**

In the event that a provision of this Agreement is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

## **M. Our Liability**

The liability provisions of this Part V.N. ("Our Liability") are in addition to the other liability provisions specifically mentioned throughout this Agreement and those specifically stated in the Membership Agreement and Disclosure Statements and shall survive the termination of this Agreement.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY APPLICABLE LAW OR REGULATION, YOU AGREE THAT NEITHER WE NOR THE SERVICE PROVIDERS FOR OUR ELECTRONIC BANKING SHALL BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY, WHETHER CAUSED BY DFFCU, THE EQUIPMENT, SOFTWARE, OR BY INTERNET BROWSER/SERVICE PROVIDERS SUCH AS, BUT NOT LIMITED TO, NETSCAPE (NETSCAPE NAVIGATOR BROWSER) AND MICROSOFT (MICROSOFT EXPLORER BROWSER), OR BY INTERNET ACCESS PROVIDERS OR BY MOBILE SERVICE PROVIDERS OR BY AN AGENT OR SUBCONTRACTOR OF ANY OF THE FOREGOING. NOR SHALL WE OR THE SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, OR INTERNET BROWSER OR ACCESS SOFTWARE, OR MOBILE DEVICE SOFTWARE OR APPLICATIONS. YOUR USE OF THE ELECTRONIC BANKING SERVICES, ALONG WITH ANY MATERIAL OR SOFTWARE REQUIRED TO UTILIZE ELECTRONIC BANKING, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS RESULTING THEREFROM.

We reserve the right to refuse to make any transaction that you may request through Electronic Banking and we will not be liable for such a refusal.

Among other things, **Deseret First Federal Credit Union** will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a Bill Payment.
- If you have not properly followed the instructions for using Electronic Banking.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

### **HOLD HARMLESS AND INDEMNIFICATION**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD DFFCU, ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, AND AFFILIATES ("INDEMNIFIED PARTIES") HARMLESS FOR AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, COSTS, EXPENSES OR DISBURSEMENTS OF ANY KIND OR NATURE THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST THE INDEMNIFIED PARTIES, IN ANY WAY

RELATING TO OR ARISING OUT OF: (I) OUR ACTIONS OR OMISSIONS, IF THEY ARE IN ACCORDANCE WITH YOUR INSTRUCTIONS OR THE TERMS OF THIS AGREEMENT; (II) THE ACTIONS OR OMISSIONS OF YOU, YOUR AGENTS OR EMPLOYEES; (III) ANY WARRANTY THAT WE ARE REQUIRED OR DEEMED TO MAKE TO A THIRD PARTY IN CONNECTION WITH YOUR TRANSACTIONS; (IV) YOUR USE OR DISTRIBUTION OF ANY EQUIPMENT OR SOFTWARE THAT IS INCONSISTENT WITH THE LICENSE OR SUBLICENSE THAT YOU RECEIVE; AND (V) ACTIONS BY THIRD PARTIES (SUCH AS THE INTRODUCTION OF A VIRUS) THAT DELAY, ALTER OR CORRUPT THE TRANSMISSION OF INFORMATION TO US.

#### **LIMITATIONS ON WARRANTIES**

YOU ACCEPT THE ELECTRONIC BANKING SERVICES “AS IS,” WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE HAVE NO OBLIGATION TO INDEMNIFY OR DEFEND YOU AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

---

### **VI. Bill Pay**

You may utilize Bill Pay to direct us to make payments from your designated checking account to the payees you choose in accordance with this agreement. As with all other parts in this Agreement, the terms and conditions are in addition to this Agreement and the Membership Agreement and Disclosure Statements governing your Account.

#### **A. How to Set Up Bill Pay**

You may set up payees from within Electronic Banking. We reserve the right to refuse any Bill Pay request for any reason.

We are not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a payee or if you attempt to pay an individual or entity that is not authorized by us or if you have insufficient funds in your account to make the payment. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

#### **B. The Bill Pay Process**

We will process variable (one-time) payments on the business day (generally Monday through Friday, except holidays) you designate the bill to be processed, provided the payment request is received prior to the cut-off time set by us, which is currently 2:00 MST. Variable bill requests received after the business day cut off time, or at any time on a non-business day, will be processed on the next business day. We reserve the right to change the cut-off time by giving you notice.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, PROCESSING WILL BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

YOU MUST ALLOW AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE DUE DATE FOR EACH ELECTRONIC BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE PAYEE. YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE DUE DATE FOR EACH NON-ELECTRONIC BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE PAYEE. IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS. IT IS OUR RECOMMENDATION THAT ADDITIONAL DAYS BE ALLOWED FOR PAYMENTS TRAVELING MORE THAN FOUR STATES AWAY.

Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

**C. Liability**

The liability provisions herein are in addition to the general liability provisions in Part V.N. (“Our Liability”).

You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify us and change your DFFCU Password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. We are not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment or if your account does not contain sufficient funds for the payment. We are not liable for any failure to make a Bill Payment if you fail to promptly notify us after you learn that you have not received credit from a payee for a Bill Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. In any event, we will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

We will not be liable for any bill payment that is canceled due to a closed account either by you or by us.

**D. Fees**

Currently, there are no fees for Bill Pay. However, we may determine at any time to begin charging a fee for this service but if such a determination is made you will receive notification electronically as discussed in this Agreement.

**E. Additional Charges for Customer Requested Services and Other Items**

These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct a Financial Institution error.

Written correspondence to payee.....	\$10.00
Per proof of payment not necessitated by a dispute.....	\$10.00
Payments returned due to customer error.....	\$5.00

We reserve the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill Payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement located on our website under Agreements and Disclosures and which was included or received when you opened your account, which discloses important information concerning your rights and obligations.

**F. Agreement with the Bill Pay Provider**

In addition to your obligations with us as set forth in this Agreement, you may be further obligated under any other agreement you enter with our Bill Pay provider.

---

**VII. Transfers**

## **A. Permissible Transfers**

Through Electronic Banking you may make the following three types of transfers:

1. *Internal transfers* among your own DFFCU accounts, including for the purpose of paying on a loan you may have with DFFCU;
2. *Cross-member transfers* to other DFFCU member's DFFCU accounts;
3. *External transfers* to your own accounts at other financial institutions;

You may set up transfers to accounts described above to occur on an ongoing basis.

## **B. Transfer Limitations**

We may, in our sole discretion and without prior notice, limit your Electronic Banking capabilities such as limiting the amount of transfers permitted or the number of transfers permitted from your account(s). Similarly, we reserve the right to remove any such limitations. We are under no obligation to enforce our limitations for any particular transfer.

The number of transfers from a savings account is limited by law as described in the applicable Membership Agreement and Disclosure Statements (particularly in the Regulation D Disclosure).

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

## **C. Availability of Funds and Cut-Off Times**

Transfers may be performed at any time. For internal transfers, funds are available for the recipient's use as soon as the transfer occurs. For internal transfers to a loan (i.e. a loan payment), the payment will be credited on the day of the transfer if performed on a business day, or the first business day after the transfer if made on a non-business day. For external transfers going to another institution or entity, the funds will be available immediately subject to any limitations or time constraints imposed by the receiving institution or entity.

## **D. Cancellation of Transfers**

ONCE YOU SUBMIT A TRANSFER IT CANNOT BE CANCELED. THEREFORE, IT IS EXTREMELY IMPORTANT THAT YOU ENSURE YOU HAVE INPUT ALL THE PROPER AND CORRECT INFORMATION FOR THE TRANSFER SUCH AS THE ACCOUNT NUMBER AND NAME ON THE ACCOUNT. YOU MAY CANCEL A SCHEDULED RECURRING TRANSFER UP TO 12:00 PM ON THE PREVIOUS BUSINESS DAY PRIOR TO THE SCHEDULED TRANSFER.

---

## **VIII. Mobile Deposit**

### **A. Mobile Deposit Services**

Mobile Deposit, available only for certain Mobile Devices with the Mobile App, allows you to deposit checks to your DFFCU accounts from home or other remote locations by electronically transmitting a digital image of your paper checks to DFFCU in accordance with this Agreement. Simply endorse the check, including the words "DFCU Mobile Deposit," take a picture of both sides of the check, choose the account into which to deposit it, fill out the applicable information and submit it. We will review the image to ensure it meets image quality standards for the deposit and collection of the check.

### **B. Our Acceptance of Deposits**

You agree that we may, in our sole discretion, refuse to accept any deposit made through Mobile Deposit. In the event of such a rejection you may physically deposit the check. You further agree that

even if we do accept the check we may later request that you provide us with the original check for any reason. Our acceptance of the check does not limit your liability to us and any amount credited to your account through such a deposit is provisional credit and must be repaid by you if the check returns unpaid for any reason.

You agree to provide us with the original check upon request so long as such request is made within the time periods for retention specified below in Part VIII.E. (“Check Retention and Destruction”). In the event you fail to comply with our request you agree to be liable for any loss arising from your failure.

### **C. Deposited Checks and Image Quality**

You agree to deposit a check, whether through Mobile Deposit or in-person, only once. You will be liable for any duplicate deposits that result in funds being debited more than once from the account of the maker. Should you or any other third-party attempt to deposit a check in violation of this Part you agree to defend, indemnify, and hold us harmless from and against any and all costs, damages, and losses resulting or arising from the duplicate deposit. See Part V.B. above (“Use of Electronic Banking Services and Representations and Warranties”) for more on your responsibilities with regard to Mobile Deposit.

All deposited checks must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. Our processing agent will ensure that the image quality of your deposited checks meets our minimum standards for substitute checks to comply with the Check Clearing for the 21st Century Act and Regulation CC. We reserve the right to deny remotely deposited checks when such do not meet our minimum image quality standards. Image quality is important for presentment and clearing. You agree that we may determine the manner in which checks are cleared or presented for payment. We reserve the right to choose the agents through whom we clear items and you agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which we are a party.

You understand that we have no obligation to review any deposited check for accuracy, legibility, or for any other purpose. However, we may adjust information associated with the check to ensure accuracy and facilitate processing.

### **D. Restrictive Endorsement**

Checks deposited through Mobile Deposit must be endorsed with a special endorsement that reads “For DFCU Mobile Deposit Only.” Checks without the endorsement will be rejected. We will notify you via the DFCU Mobile App if a check is rejected for this reason and you may correct the endorsement and deposit it again immediately.

### **D. Limitations, Funds Availability, and Transmission Timeframes**

Checks deposited through Mobile Deposit are subject to the following limitations and restrictions:

1. You may only deposit an aggregate amount of \$7,500 in check deposits through Mobile Deposit in one business day.
2. Funds deposited to your account through Mobile Deposit will be posted to your account as follows:
  - a. For checks deposited on a business day before 5:00 p.m. Mountain Time: a total of \$1,000 per day may be posted to your account on the day of deposit unless DFFCU has reason to doubt the collectability of the deposited item (see Case-by-Case Delays and Safeguard Exceptions in the Funds Availability Disclosure in the Membership Agreement and Disclosure Statements). If a hold is placed on your deposit, the funds will be posted to your account in accordance with the general Funds Availability Disclosure in the Membership Agreement and Disclosure Statements. For all funds that are not posted to your account on the day of deposit (e.g. anything above \$1,000) the general Funds Availability Disclosure schedule will govern when the funds will be posted to your account.
  - b. For deposits after 5:00 p.m. Mountain Time or on a non-business day the deposit will be

posted to your account as follows: a total of \$1,000 per day may be posted to your account on the following business day unless DFFCU has reason to doubt the collectability of the deposited item (see Case-by-Case Delays and Safeguard Exceptions in the Funds Availability Disclosure in the Membership Agreement and Disclosure Statements). If a hold is placed on your deposit, the funds will be posted to your account in accordance with the general Funds Availability Disclosure in the Membership Agreement and Disclosure Statements. For all funds that are not posted to your account on the day of deposit (e.g. anything above \$1,000) the general Funds Availability Disclosure schedule will govern when the funds will be posted to your account.

For purposes of determining the availability of funds, checks deposited through Mobile Deposit are deemed received when the Mobile Deposit system expressly indicates that the checks were received by or delivered to us.

### **E. Check Retention and Destruction**

Once a check has been deposited you agree to maintain the check in a secure location for a period of at least forty-five (45) days and to prominently mark the check as “Deposited Electronically on Date” or some similar phrase. After deposit and the forty-five (45) day retention period you agree to destroy the check within thirty (30) days after the retention period ends. You agree to destroy the check such that they are no longer readable or capable of being reconstructed. You will be liable for any loss caused by your failure to secure the original check or adequately destroy it.

### **F. Prohibited Items for Deposit through Mobile Deposit**

It is impermissible and grounds for termination of your Electronic Banking Services for you to deposit or attempt to deposit any of the following through Mobile Deposit:

- Any check that is made payable to another party even if it is later endorsed to you by such party.
- Any check that is prohibited by, or received in violation of, any law, rule or regulation.
- Any check drawn on your accounts at DFFCU or on your accounts at any other financial institution.
- Any check that contains evidence of alteration to the information on the check.
- Any check previously cashed or deposited.
- Any check issued to you by a financial institution in a foreign country.
- A “remotely created check.”
- Any check that is stale-dated, expired, or post-dated.
- Any check that has been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or returned for any other reason.
- Any check that is incomplete.
- Any check that, in our sole discretion, contains any irregularities.
- Items other than checks such as, but not limited to, cash and savings bonds.

Any impermissible deposit will immediately be reversed and thereby result in the reduction of your account balance (including the possibility of taking your account into the negative.)

Additionally, you agree that the image of the check transmitted to us shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Utah.

### **G. Unpaid Checks**

Should a check for which we have credited your account with provisional credit return unpaid for any reason, you agree and authorize us to debit the amount of such check from any of your DFFCU accounts, including any applicable fees.

You agree that we may hold funds in any of your DFFCU accounts following the termination of this

Agreement for a reasonable time in order to assure that no check will return unpaid or otherwise result in any associated costs, damages, or losses.

---

## IX. Consent to Receive Statements, Notices, and Disclosures Electronically

By using Electronic Banking and accepting this Agreement you agree and consent to receive all statements, notices, and disclosures (collectively "Communications") from us electronically. As part of your consent you agree to the following:

- This consent covers all types of Communications from DFFCU such as, but not limited to, periodic statements, loan documents or loan disclosures, NSF notices, late payment notifications, notices for annual meetings, account disclosures, international remittance disclosures, change-in-terms notices, etc. Unless otherwise required by applicable law, every type of notice, disclosure or communication referenced in the Membership Agreement and Disclosure Statements may be sent electronically rather than by traditional mail.
- We will notify you by sending a message to your email address or Mobile Device associated with your account and in our records. The notification will either contain the entire Communication or direct you to the remainder of the Communication (e.g. we may notify you that your periodic statement is available for viewing and printing by logging into Electronic Banking).
- **IN THE EVENT YOUR EMAIL AND/OR MOBILE DEVICE CONTACT INFORMATION CHANGES YOU ARE RESPONSIBLE FOR UPDATING THEM AND MUST DO SO IMMEDIATELY.** You may update your email and Mobile Device information within the Electronic Banking application. For problems updating your contact information call us at **1-800-326-3328**.
- All Communications sent from us to your email address or Mobile Device on record shall be deemed received by you immediately upon being sent. Except as otherwise required by law, we are not obligated to send any Communication to you by regular mail or by any other means.
- Upon request you may obtain a paper copy of an electronic record, or Communication, but such is subject to standard fees for copies, as outlined on the Fee Schedule.
- Receiving electronic Communications from us requires that your Electronic Access Device comport with the following:
  - a. Be internet-enabled with an appropriate browser
    - i. For desktop browsers: Internet Explorer (the latest version), Mozilla Firefox (the latest version), Google Chrome (the latest version) or Safari (the latest version);
    - ii. For mobile browsers: Android Default Browser and Chrome (Android 2.3 or above) or Mobile Safari for iOS devices (iOS 5 or above));
  - b. Be supported by at least 128-bit encryption;
  - c. Be Cookie enabled and supported;
  - d. Be Javascript enabled and supported; and
  - e. Have a document reader such as Adobe or a similar reader.
- In order to keep Communications sent to you, you must have the ability to save them to your Mobile Device or computer, or to print them. Only periodic statements will be stored electronically in Electronic Banking for your review.
- You may, without charge, withdraw this consent at any time and be entitled to paper Communications by calling us at **1-800-326-3328**, however, if you do withdraw your consent we can terminate your access to the Electronic Banking Services offered with this Agreement.
- In any event, we reserve the right to send you any notice, disclosure or other communication by traditional mail rather than electronically.