

Online Banking and Mobile Banking Terms and Conditions

1. General Description of Online Banking and Mobile Banking

a. What this Agreement Covers.

This Agreement governs the use of Online Banking and Mobile Banking Applications (Online Banking) provided by Desert Financial Federal Credit Union d/b/a Desert Financial Credit Union (Desert Financial). By using Online Banking to conduct transactions, you agree to the terms of this Agreement.

b. Definitions

i. Account means the Desert Financial share or account(s) tied to your account number or username used through Online Banking to conduct banking transactions.

ii. Device means your computer or electronic device with a web browser

iii. Loan Account means any loan you have with Desert Financial.

iv. Share Agreement means the Statements of Terms, Conditions, and Disclosures, Desert Financial Fee Schedules, any overdraft coverage agreement, any loan agreement, change in terms notices, Privacy Policy, or any other accompanying schedules applicable to any Account(s) or Loan Account you have with Desert Financial.

v. You, your, and yours mean the Desert Financial member using Online Banking.

vi. We, our, us, and Credit Union refer to Desert Financial.

c. Relation to Other Agreements

The terms and conditions in this Agreement are in addition to any Share Agreement you have with Desert Financial. You should review those for any applicable fees, for limitations on the number of transactions you can make, liability rules for electronic fund transfers, steps to take for resolution of errors, and for other restrictions that might impact your use of an account with Online Banking services or Transfers Outside Desert Financial.

2. Required Equipment

In order to use the service, you need a Device ([click here](#) for Browser Requirements), an account number, and password. You may be required to furnish additional information to verify your identity. You are responsible for the installation, maintenance, and operation of your Device.

3. Requirement of Account Access

To use Online Banking, you must be authorized to transact on at least one active Account or Loan Account. Through Online Banking, you will have access to any Account or Loan Account on which you are authorized to transact or to which you have access. Desert Financial reserves the right to deny access to an Account or Loan Account or to deny transactions under certain circumstances.

4. Description of Services

a. Online Banking

Online Banking allows you to perform the following functions from your Device. Some functions may not be available on mobile Devices.

i. Transfer funds between your Desert Financial Accounts (subject to restrictions imposed by federal law and Share Agreement. Transfers made using Online Banking are counted against the permissible number of transfers described in the Share Agreement)

ii. Obtain Account balances

iii. Obtain transaction information for your Accounts

iv. Obtain Loan Account balance information

v. Update your contact information and account preferences, including statement receipt methods and alerts

vi. Perform stop payment requests (The Credit Union must receive your stop payment order in a manner and at a time that gives the Credit Union a reasonable opportunity to act on it before paying, accepting, cashing or otherwise becoming obligated to pay your check or ACH item as provided by law. Refer to the Statements of Terms, Conditions, and Disclosures on desertschools.org for further information)

- vii. Initiate transaction disputes.
- viii. Utilize our Bill Pay Service (subject to separate terms and conditions)
- ix. Utilize our peer-to-peer transfer service, Pay Anyone (subject to separate terms and conditions)
- x. Access e-Statements, if selected
- xi. Transfer funds to or from accounts at other financial institutions (subject to account verification, dollar and frequency limitations, and any restrictions imposed by other financial institutions)
- xii. Mobile deposit services (subject to separate terms and conditions)
- xiii. Additional services may be provided at our discretion and subject to additional terms and conditions.

b. Mobile Banking Service

The Mobile Banking Service allows you to access your Credit Union account information and conduct banking transactions through the Credit Union's online banking services using compatible mobile phones or other mobile devices (Mobile Device). To use the Mobile Banking Service, you must download and install a third-party software application (the Software) on your Mobile Device and follow the procedures for activating the Mobile Banking Service. The Credit Union reserves the right to modify the scope of the Mobile Banking Service at any time.

You agree not to use the Mobile Banking Service or the content or information delivered through the Mobile Banking Service in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or 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 the Mobile Banking Service 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, inaccurate, defamatory or unlawfully harassing; or (h) interfere with, disrupt or attempt to gain unauthorized access to the Mobile Banking Service.

5. Exclusion Of Warranties

This Service and related documentation are provided as is without any warranty of any particular kind either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

6. Password and Security

Enrollment into Online Banking requires successful validation of user information and the creation of a password. You agree not to give or make available your password to any unauthorized individual. If you believe your password has been lost or stolen, someone has attempted to use the Online Banking without your consent, your account(s) or loan accounts have been accessed, or someone has transferred money without your permission, you must notify Desert Financial immediately (see Contact Information below). Desert Financial does not maintain a record of your password. If you lose or forget your password, follow the link to automatically reset your password from the login screen.

You have the option of uploading a photograph to your Online Banking profile. Any inappropriate, offensive, or explicit images, or images that may violate the intellectual property rights of any third party, may be removed.

7. Your Liability For Unauthorized Transactions and Payments

Unauthorized use of your Online Banking profile could cause you to lose all the money in your Account(s) plus your maximum overdraft line of credit, linked shares, and available Privilege Pay funds, if any. If you believe your account(s) has been accessed and/or someone has performed an unauthorized transaction from your account. Notifying Desert Financial immediately could minimize your possible losses.

If you notify Desert Financial within two (2) business days of an unauthorized transaction, your maximum liability will be \$50. If you do not tell us within two (2) business days after you learn of the loss or theft of your password and/or account number(s), and the unauthorized access could have been prevented if you had notified us, then you could lose as much as \$500.

Should your statement show banking transactions that you did not make or authorize, please tell us immediately. If you do not tell us within 60 days after the statement was mailed, you may not get back any of the money you lost if the unauthorized banking transaction(s) or payment(s) could have been stopped if you had notified us in time.

You agree to assist Desert Financial in its efforts to recover any funds that were transferred or paid without your permission or consent. Refer to the Statements of Terms, Conditions, and Disclosures.

8. Cookies, Browser Information and Related Issues

When you visit the Site, the Service Provider may receive certain standard information that your browser sends to any website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information generated from cookies. This data may be used, among other uses, to improve the

operation of the Site and to improve the security of the Site and Service by assisting in authenticating who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password. We do not take any special action upon receipt of 'Do Not Track' notices.

9. Additional Text Banking Service Terms and Conditions

Your use of Desert Financial' Text Banking Service (Text Service) constitutes your agreement to the following terms and conditions. These terms and conditions are in addition to and do not supersede or replace any other agreements applicable to your accounts or use of other Desert Financial services.

You are responsible for any and all charges, including but not limited to fees associated with text messaging imposed by your communication service provider. Standard message and data rates may apply.

You agree to provide Desert Financial with a valid mobile number so that Desert Financial may send you information about your applicable account. You agree that Desert Financial may send you text messages through your wireless provider. You agree to notify us immediately of any changes to your registered device.

Desert Financial will never send a text message that asks you to supply sensitive, personal or financial information such as your social security number or your account number. If you receive such a request, do not respond and contact Desert Financial immediately. The Text Service may not be encrypted and may include personal or confidential information about you such as your account activity or status. You acknowledge that account information may not include recent or pending transactions or other information subject to restrictions.

You agree to indemnify, defend and hold harmless Desert Financial from any claims, losses, liability, costs and expenses (including reasonable attorneys' fees) arising from your use of the Text Service or providing a mobile phone number that is not your own.

You further agree that Desert Financial will not be liable for any failed, delayed or misdirected delivery of any information sent through the Text Service, any errors in information and any action you may or may not take in reliance on this information.

10. Disclosure of Account Information to Third Parties

Desert Financial will only disclose information to third parties about your Account, Loan Account, or banking transactions in accordance with our [Privacy Policy](#).

11. Charges

Online Banking may be subject to service charges in accordance with the Consumer [Fee Schedule](#) and/or [Business Fee Schedule](#) adopted by the Credit Union from time to time. You will be notified of the implementation of newly assessed fees, as required by law. NOTE: Your Accounts and Loan Accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Share Agreement.

12. Warranty and Limited Liability. The Online Banking Service is provided AS IS and AS AVAILABLE. You acknowledge that the Online Banking Service may be interrupted, may be limited or may not be accessible over some mobile networks. You further acknowledge that, from time to time, the Online Banking Service may be delayed, disrupted or interrupted, and that such could result in inaccuracy, delay, mis-delivery, or error in transmission of data or information. Information available through Online Banking may not be current or may differ from the information that is available directly through the Credit Union website. THE CREDIT UNION AND ITS SERVICE PROVIDERS DISCLAIM ALL WARRANTIES RELATING TO THE ONLINE BANKING SERVICE OR OTHERWISE IN CONNECTION WITH THIS ADDENDUM, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF PROFITS, BUSINESS, OR DATA, WHETHER BASED IN STATUTE, CONTRACT, TORT OR OTHERWISE, EVEN IF THE CREDIT UNION OR ITS SERVICE PROVIDERS, AS APPLICABLE, HAVE BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF THE CREDIT UNION OR ITS SERVICE PROVIDERS TO YOU IN CONNECTION WITH THE ONLINE BANKING SERVICES OR OTHERWISE IN CONNECTION WITH THIS ADDENDUM EXCEED \$50.

13. Alterations and Amendments

The terms of this Agreement, applicable fees, and service charges may be altered or amended by Desert Financial from time to time. This Agreement, including any changes hereto, is on the Online Banking website, and any use of the Service

constitutes your agreement that such use is subject to the then-current version of this Agreement.

14. Disputes

This Agreement, along with any other terms and conditions applicable to particular services, is the complete and exclusive statement of the agreement between you and Desert Financial with regard to Online Banking, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Desert Financial relating to the subject matter of this Agreement.

15. Assignment

You may not assign this Agreement to any other party. Desert Financial may assign this Agreement to any present or future affiliated company. Desert Financial may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

16. No Waiver

Desert Financial shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Desert Financial. No delay or omission on the part of Desert Financial in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

17. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

18. Governing Law

This Agreement shall be governed by the laws of the State of Arizona without regard to its conflict of law rules, and in the event of any dispute arising out of this Agreement, the parties consent to the exclusive jurisdiction of the state or federal courts located in Maricopa County, Arizona.

19. Contact Information:

Write To:

Desert Financial Federal Credit Union
Attn: Operations Resolutions
P.O. Box 2945
Phoenix, AZ 85062-2945

Or Call:

(602) 433-7000
(800) 456-9171
Monday - Saturday, 8:00am - 7:00pm.

Or e-mail:

info@desertfinancial.com