



**Mobile Banking Service Agreement and Disclosure**  
**Bank-Fund Staff Federal Credit Union®**  
**BFSFCU.org**

Effective date 12/10/2015

This Mobile Banking Service Agreement and Disclosure (“Agreement”) contains terms and conditions governing our Mobile Banking Service (herein called “Mobile Banking”). You understand that by using any one of the services available through Mobile Banking, you agree to the terms and conditions applicable to that service as set forth in this and other agreements that may be provided for specific services. This Agreement is in addition to and does not replace the BFSFCU Share Account Agreement as amended. In case of conflict between the two Agreements, the terms of this Agreement control your Mobile Banking Service.

You agree to accept this Agreement and any updates or amendments thereof through Mobile Banking in an electronic format. You may download and print this Agreement from your device if you have the hardware and software described below. You can also save copies to your device for viewing and printing at a later time. Please keep a copy of this Agreement for your records. If you are unable to print or save a copy or need assistance, please contact Member Services at 202-212-6400 or 1-800-923-7328, or via the Secure Message Center in Online Banking, or write to us at:

Attention: Member Services  
Bank-Fund Staff Federal Credit Union  
1725 I St, NW, Suite 150  
Washington, DC 20006-2406 USA

**Definitions and Requirements** – The following apply to this Mobile Banking Service Agreement and Disclosure:

The words “we”, “our”, “us”, “Credit Union”, and “BFSFCU®” mean Bank-Fund Staff Federal Credit Union.

“You”, “your” and “user” shall mean each person who enrolls with BFSFCU for Mobile Banking, authorized users and all account owners if the accounts are joint accounts, jointly and severally, each person who uses Mobile Banking, and anyone to whom you have given permission to use your User ID and password, or other access codes.

“Mobile Banking” refers to our service that allows you to access your BFSFCU accounts and perform transactions via your mobile device with web browsing/internet capabilities.

“Online Banking” refers to the Internet based Online Banking service that provides access to your BFSFCU account(s) and other services.

“Billpayer”, subject to additional Terms and Conditions of the Bill Payment Service to which you must agree, is the online service that provides for the scheduling and payment of bills from your checking account through “Mobile Banking”. Enrollment in Billpayer, your agreement to the Terms and Conditions, and establishment of Biller information must be initiated through the Online Banking Service.

“Account” and “accounts” mean those BFSFCU savings and checking accounts from which you may make withdrawals and transfers through Mobile Banking. You must have an existing account with us and complete enrollment to the Online Banking Service to enable Mobile Banking. An account also means any of your account(s) to which we may allow access via the service under this Agreement. Only a checking account is eligible for Billpayer privileges. We may make additional accounts available for Billpayer from time to time, as allowed by law.

“User ID” is a member selected alpha-numeric code required in order to use Mobile Banking.

“Password” is a member selected code used to authenticate access to your accounts.

“Device” includes any number of text-enabled systems, i.e., cell phone, PDA, capable of accessing Mobile Banking, receiving text message notifications via Short Message Service (SMS) and internet based e-mail messages.

“ISP” is the Internet Service Provider providing access to the Internet from your device.

“Services” means the transactions, inquiries, and all other account features and functions available to you through Mobile Banking.

“Regulation E Transactions” means transactions governed by the Federal Electronic Fund Transfer Act and Federal Reserve Board Regulation E, made by a natural person whose accounts were established for personal, family or household purposes.

“Alerts” shall mean that feature of Mobile Banking which enables you to receive electronic information by text message notification, or via e-mail, regarding specific activity you select affecting your account(s) with BFSFCU, such as balance information, transaction information, messages, and other notification from the Credit Union. The Alert Service is for informational purposes. Alerts are intended to be a representation of your Account at the time it is sent to you. Alerts do not constitute a Credit Union record or receipt for the Account to which it pertains.

“Mobile Check Deposit” subject to Terms and Conditions to which you must agree, shall mean that feature of Mobile Banking that allows you to create and transmit digital check

images for deposit to your designated accounts by taking a picture of your check(s) using your device.

“Relationship Manager” shall mean that feature of Online Banking that enables BFSFCU staff to provide, as needed, “real time” live support to members and authorized users. Relationship Manager allows BFSFCU staff to respond to member queries through the Secure Message Center. Relationship Manager enables BFSFCU staff to view the members’ Online Banking sessions and troubleshoot Online Banking processing issues. Troubleshooting may include monitoring data input, providing specific guidance to the member or modifying data to complete a transaction.

“Secure Message Center” shall mean that feature of Online Banking that allows you to communicate securely and directly with the Credit Union. To maintain the confidentiality of your account information, all questions and comments pertaining specifically to your account should be submitted via this secure feature.

**Your E-Sign Act Consent** – To access Mobile Banking you must affirmatively consent (under the E-Sign Act, 15 U.S.C.) to receive information, notices, disclosures, records and other communications electronically. Whether you are an existing or new Mobile Banking user, your consent must be given in a manner demonstrating your ability to access and view information in the format it will be provided. You affirmatively consent to the terms and conditions contained in this document when you click the accept button at the end of this document. You also evidence such consent when you (or an Authorized Person): log on to Mobile Banking; establish or change a User ID and Password; complete member identification procedures through the use of Security Questions and Images, and/or log on to use the Services.

Together, the User ID and Password will act as your legal signature and allow you access to Mobile Banking. You affirm your consent whenever you Log-On to Mobile Banking and gain access to the Services.

This Agreement and Disclosure is made available to you each time you use this service via a link on the Main Menu on Homepage.

**Device Specifications** – To access Mobile Banking and receive Alerts and disclosures, your device must be supported by Android or iOS technology for smartphones and tablets, or be able to access the mobile web via a supported web browser (Internet Explorer 9 and greater, Firefox 3.6 and greater, Safari, Chrome) that supports 128-bit encryption. You must be able to receive e-mail or text messages. You agree that you have the necessary equipment for accessing and viewing this Agreement. You agree that you have the ability to download and print this Agreement or save it in an electronic format. You may not use any device to access Mobile Banking in or for which software has been installed or altered to defeat Android or iOS manufacturer installed security measures.

**General Availability** – You may use Mobile Banking almost any time, day or night, 7 days a week by signing on to the Service, entering your User ID, password and any other

authentication measures for the transaction or service desired. Access may be temporarily unavailable, from time to time, for scheduled routine maintenance or technical difficulties experienced by us or our agents. Your access to the Services may also be limited by your telecommunications carrier or network provider.

**Use of and Other Electronic Communications** – You agree that we may provide this Agreement, amendments to this Agreement, and other communications regarding transactions, electronically in a format that allows visual text to be displayed on your device. You agree to review these communications when an e-mail, SMS or text message is sent to you. It is your sole responsibility to provide us with your current e-mail address, Mobile phone number and other personal contact information, and to notify us immediately of any changes so that we may continue to provide you with this important information. If we become aware that your Alerts are returned to BFSFCU as permanently undeliverable, we will terminate the Alert Service. You may re-activate this service at any time. If you have not notified us of any change to your e-mail address or Mobile phone number, you agree that your failure to provide us with your valid e-mail address or Mobile phone number for this purpose is a lack of ordinary care on your part.

**Contact by Credit Union Staff** – No BFSFCU employee, nor any company affiliated with Mobile Banking will contact you via email, text message or telephone requesting your account number, User ID or password or any other access codes. If you are contacted by anyone requesting this information, please notify us immediately at 202-212-6400.

**Your Password** – In addition to your Username, a password is used for access to Mobile Banking. You agree to periodically change your password to prevent unauthorized access to your account(s). You agree to take all security measures sufficient to ensure that your password is not used to facilitate any unauthorized transactions within the application. You agree that one Username and one password applies to each member number and all accounts linked to that member number. No one at BFSFCU has access to your Mobile Banking password information.

You agree that this is a valid security procedure meeting the requirements of District of Columbia Uniform Commercial Code sections 28:4A-201.

**Transactions and Authority to Charge Account** – Access to your accounts to process transactions may be made through Mobile Banking. You authorize us to complete any transaction(s) you request through Mobile Banking according to the instructions received through the Services; including any fees that may apply for the specific transaction(s). You agree that any person granted access to Services may authorize us to make transactions on your behalf. You understand that for making transfers through Mobile Banking we rely on the Username and password and other identifying information you supply. In addition, you understand that transactions will be made according to those accounts and identifying numbers and a deduction from your account will be made even if such numbers do not match the beneficiary or account you intended to pay or transfer funds to. You authorize us to initiate any reversing entry or reversing file and to debit your accounts with us or elsewhere in order to correct a mistaken credit entry. You agree

not to conduct transactions that would overdraw your account. If you do so, then you owe us the amount immediately, plus an applicable fee. We may also deduct, without prior notification to you, the amount you owe from any of your accounts, or, if you have been approved for SafetyLink or BFSFCU's Line of Credit Overdraft Protection account, the overdrawn amount will be deducted from your designated savings account or processed as a loan advance.

**Types of Available Services, Transfers and Limits on Transfers** – Mobile Banking enables you to access your account from a Mobile Device using your Username and password to:

- Conduct deposits, withdrawals and balance inquiries on your checking and savings accounts;
- Make transfers to certain loan accounts with us from your checking or savings;
- Transfer funds between your checking or savings;
- Make payments from checking to certain third parties with Billpayer;
- Register for Alerts;
- View your credit card balances and activity
- Deposit checks to your designated account(s) through Mobile Check Deposit;
- Use the Location finder

For any savings accounts (including the Money Management Savings account), you may make no more than 6 automatic or preauthorized transfers (up to your available balance) from such an account (including transfers made through Mobile Banking and automatic transfers to cover checking account overdrafts) monthly. There are no transfer limits on checking accounts. **For security reasons, there may be other limits on the number or dollar amount of the transactions you may make using this service.** Transactions conducted through Mobile Banking are processed at the time you conduct them. You may not “cancel” or “stop” a transaction once completed.

You are responsible for all transactions conducted on your accounts by anyone with your Username and password or any other access codes, including unauthorized transactions, subject to the limitations of applicable law. Legal limitations on your liability for unauthorized Regulation E transactions are summarized below. You agree to hold BFSFCU harmless for any and all transactions you authorize (either in writing or by your words or conduct) on your account. We have no obligation to monitor the use of your Username and password or to notify you if unusual activity occurs.

**Security Measures** – We have taken steps to protect the privacy and security of your personal information and financial transactions with us. We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over information contained in electronically delivered account information and notices. You acknowledge and understand that there are risks to electronic transactions and notification, including but not limited to, delay or failure of delivery due to technical difficulties, weather conditions, matters beyond our reasonable control or interception and/or alteration by third parties. By using Mobile Banking and Alert Services, you represent that you have considered our security measures and find them to be

commercially reasonable. You can find our [Privacy Notice](#) on our website at **BFSFCU.org** which you should read before completing the online enrollment process.

In order to help protect against unauthorized access, unauthorized use and fraud, you should adhere to the following guidelines:

- Do not give out your account information, Username, password, or any other access codes by any means.
- Do not leave your device unattended while you are logged in to Mobile Banking.
- Do not allow your Internet-enabled browser or device to store your Username or password, or any other access codes.
- Never leave your account information in view of others.
- Do not send confidential account information via any public or general text messaging or e-mail system.
- If you believe your password has been lost, stolen, or compromised change your password through Online Banking.
- If you suspect any unauthorized or fraudulent activity, contact us immediately at 202-212-6400, 1-800-923-7328, or the Secure Message Center within Online Banking.

**Liability** – With your acceptance and use of Mobile Banking, you agree that we shall not be liable to you or any third party for any direct, incidental or consequential costs, expenses, or damages resulting from or arising out of this Agreement or resulting from any errors or failures from any malfunction of your device or virus that you may encounter related to the use of this service. We shall be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. Notwithstanding the foregoing, if software has been installed or altered to defeat manufacturer security measures on the device you use for Mobile Banking, and a loss occurs, you will be liable for all losses that occur.

**Termination and Amendment** –We may terminate or cancel your right to make transactions or cancel this Agreement with you at any time. We may give you notice of termination or cancellations, but we are not obligated to do so. If we discover that you have enrolled a device in Mobile Banking that has been altered to defeat manufacturer security measures, we may immediately terminate Mobile Banking Services. You may terminate or cancel your access to Mobile Banking Services by giving us notice either in writing or by telephone that you wish to terminate. Your notice of termination will become effective on the date we receive your notice and we have had sufficient time to act on your request. Any termination will not affect any liability incurred by you prior to termination. Termination of Mobile Banking Services terminates access to one or more of the services you have agreed to use via Mobile Banking including, Alerts, Mobile Check Deposit, Billpayer and others services we may make available to you from time to time. We may change the terms of this agreement by electronically transmitting or mailing a copy of the changes to the most recent primary mailing address on your account(s). Unless we are required to give you advance notice by law, changes are effective on the date changes are transmitted or mailed unless a later time is stated in the notice. Use of your Username and password after the effective date will acknowledge your acceptance of change.

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

- (1) where it is necessary for completing transactions;
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- (3) in order to comply with government agencies or court orders;
- (4) as required by applicable state and federal law, including the Right to Financial Privacy Act and the Fair Credit Reporting Act;
- (5) as explained in BFSFCU's Privacy Notice that we provide to you from time to time; and
- (6) When you authorize us to do so.

### **Electronic Fund Transfers Information**

**Contact in event of unauthorized transfer.** If you believe your User ID and/or password or other access codes have been lost, stolen, or compromised, call or write us at the telephone number or address listed below. You should also call the number or write to the address listed below if you believe a transaction has been made using the information from your check or draft without your permission. Call 202-212-6400 or 1-800-923-7328 24 hours a day, or write to us:

Bank-Fund Staff Federal Credit Union  
1725 I St, N.W., Suite 150  
Washington, DC 20006-2406  
Attention: Member Services

**Documentation and Verification of Transactions** – Confirmation that the transaction has been accepted will be given; however, you will not receive a transaction receipt. You should record the information about any transaction in the register you keep for the account as this will help in resolving any problems that may occur. If you have a connected printer, you should be able to print a copy of the confirmation provided or save a copy on your device. Information concerning transactions conducted through Mobile Banking will be shown on your periodic statements for the appropriate accounts. A statement will be generated monthly, unless there are no transactions in a particular month. In any case, a statement will be generated at least quarterly.

**Circumstances Under Which Transactions Cannot Be Made** – From time to time, transactions cannot be processed for one or more of the reasons listed below:

- Through no fault of ours, you do not have enough money available in your account to transact.
- The transaction would exceed your available credit limit on your BFSFCU Line of Credit Overdraft Protection account.
- Circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions we have taken.

- The funds in your account are subject to legal process or other encumbrance restricting such transactions.
- You have not properly followed instructions for operation of the service(s).
- The transaction would exceed one of the established limits contained in this Agreement.
- Your device or Internet-enabled browser, phone lines, Mobile Banking or Online Banking was not working properly or was temporarily unavailable, and this problem was apparent or should have been apparent to you when you attempted the transaction.
- We have received incomplete or inaccurate information from you or a third party involving the account or transaction.
- We have a reasonable basis for believing that unauthorized use of your Username or password has occurred or may be occurring.
- We or you have terminated this Agreement or closed your membership.

We will not be liable for failing to make a transaction to or from your account in time or in the correct amount under any of these or similar circumstances.

**Consumer liability** – *Generally*. Tell us AT ONCE if you believe your BFSFCU Mobile Banking access codes, ATM card or Visa Debit Card, your Audio Response System, ATM or Visa® Debit Card PINs, Online Banking access codes, or any other access code has been lost, stolen or compromised, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft, or if your account statement shows transfers that you did not authorize. **Telephoning is the best way of keeping your possible losses down.** You could lose all the money in your account plus your maximum Overdraft Protection limit. If you tell us within 2 business days after you learn of the loss, theft or compromise of your card, PIN, and/or access codes, you can lose no more than \$50 if someone used your card, PIN and/or access codes without your permission.

If you do NOT tell us within 2 business days after you learn of the loss, theft, or compromise of your card, PIN and/or access codes, and we can prove we could have stopped someone from using your card, PIN and/or access codes without your permission if you had told us, you could lose as much as \$500.

If your statement shows transfers that you did not make, including those made by card, PIN, access code, or other means, tell us at once. If you do not tell us within 60 days after the FIRST statement was mailed or made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

Account holders must regularly review their periodic statements for any errors and if you are a Mobile Banking and Online Banking user, whenever you access the Service(s) and review your Alerts and transaction history, you should review for transaction accuracy. (See *Electronic Fund Transfers Disclosure* located on **BFSFCU.org** in its entirety for more information).



## **ERROR RESOLUTION NOTICE**

### **In Case of Errors or Questions About Your Electronic Transfers – Call**

202-212-6400, 1-800-923-7328, or write us, as soon as you are able, if you think your statement, receipt, or confirmation is incorrect, or if you need more information about a transaction listed on the statement, receipt, or confirmation. You should also call the number or write to us if you believe a transfer has been made using the information from your check without your permission. We must hear from you no later than 60 days after we have sent the first statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may choose not to re-credit your account.

For errors involving transactions at POS terminals, foreign initiated transactions, or on accounts opened within the past 30 days, the periods referred to above are 20 business days instead of 10 business days, and 90 calendar days instead of 45 calendar days.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. If we find that there was no error or the error was for a different amount we may reverse the provisional credit or debit your account(s) for additional funds. You may ask for copies of the documents we used in our investigation.

### **License to Licensed Software**

Subject to your compliance with all terms and conditions set forth in these terms, BFSFCU hereby grants to you, the end user, a personal, limited, non-commercial, non-transferable, non-sub-licensable, non-assignable, revocable license to use one (1) copy of the Licensed Software, in object code form (“Licensed Software”), solely on the mobile device(s) for which that Licensed Software was created, for the sole purpose of personally using the BFSFCU Mobile Banking services (“Service”). The Licensed Software is provided to BFSFCU under license by Monitise, Inc. Except for those rights expressly granted under these terms, Monitise reserves all right, title, and interest in and to the Licensed Software, and no other rights are granted, either express or implied, to

you. You acknowledge and agree that Monitise and its affiliates are intended third-party beneficiaries of these terms, and that, upon your acceptance of these terms, Monitise and its affiliates will have the right (and will be deemed to have accepted the right) to enforce these terms against you.

If you download the Licensed Software from a commercially accessible application exchange (e.g., the Apple App Store, the Android Marketplace, etc.) BFSFCU and you acknowledge that these terms are entered into solely between you and BFSFCU, and not with any third party. These terms are not intended to provide for usage rules for the Licensed Software that are less restrictive than the Usage Rules set forth for Licensed Applications in, or otherwise conflict with, the application exchange's Terms of Service as of the date that you accept the application exchange's Terms of Service (which you acknowledge you have had the opportunity to review). You also acknowledge and agree that: in the event of any third party claim that your possession or use of the Licensed Software or Service infringes any third party's intellectual property rights, as between BFSFCU and the operator of the application exchange (e.g., Apple, Android, etc.), BFSFCU will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; the operator of the application exchange has no responsibility for addressing any claims relating to the Licensed Software or Service, including but not limited to: (i) product liability claims; (ii) maintenance and support; (iii) any claim that the Licensed Software or related mobile banking services fail to conform to any applicable legal or regulatory requirement; and (iv) any claims arising under consumer protection or similar legislation; and the operator of the application exchange and its subsidiaries are intended third-party beneficiaries of these terms, and that, upon your acceptance of these terms, the operator of the application exchange and its subsidiaries will have the right (and will be deemed to have accepted the right) to enforce these terms against you.

### **Restrictions**

You must comply with all applicable laws when using the Licensed Software and Service. You will not, and will not permit anyone else to, access or use the Licensed Software or Service in any way BFSFCU deems illegal or otherwise wrongful or inappropriate. You will not: (a) reverse engineer, decompile, or disassemble the Licensed Software; (b) modify translate, adapt, arrange, or create derivative works based on the Service or the Licensed Software; (c) export the Licensed Software in violation of applicable export control laws; (d) remove or alter any identification, copyright, or other notices included as part of the Licensed Software or Service; (e) use the Licensed Software or Service in a manner that threatens the integrity, performance, security, or availability of the Service, or in a way that may subject BFSFCU, its licensors, suppliers, publishers, or any third party to harm or liability; (f) use the Service while driving a motor vehicle; (g) distribute, rent, loan, lease, sell, sublicense, copy or otherwise transfer all or part of the Licensed Software; or (h) grant any access to the Licensed Software or the Service, or any of the rights granted hereunder, to any other person.

### **Termination**

You may terminate your use of the Licensed Software at any time by deleting the Licensed Software from your mobile device. BFSFCU may terminate these terms and

your access to the Service, at any time, for any reason. If BFSFCU suspects that you have violated any provision of these terms, BFSFCU may also seek any other available legal remedy. Your rights under these terms will terminate automatically if you fail to comply with any of these terms.

You remain solely liable for all obligations related to use of the Licensed Software or Service from your mobile device, even after you have stopped using the Licensed Software or Service. Neither BFSFCU nor any of its licensors, suppliers, or publishers are liable to you or to any third party for any loss caused by any termination of the Service or termination of your access to the Service.

### **Privacy**

BFSFCU may collect information about you through the Licensed Software or the Service. Collection, use, and disclosure of this information is governed by the Privacy Notice available at [[http://bfsfcu.org/content/docs/BFSFCU\\_PrivacyPolicy.pdf](http://bfsfcu.org/content/docs/BFSFCU_PrivacyPolicy.pdf)].

### **Feedback**

If you provide feedback to BFSFCU regarding the Licensed Software or Service (“Feedback”), you authorize BFSFCU to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to BFSFCU perpetual, irrevocable, fully sub-licensable and assignable license to use the Feedback in any manner and for any purpose.

### **Disclaimer of Warranties**

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### **Trademarks**

Bank-Fund Staff Federal Credit Union® BFSFCU® and the “wheat symbol” are registered trademarks of Bank-Fund Staff Federal Credit Union. Unauthorized use is prohibited. Apple is a trademark of Apple, Inc., App Store<sup>SM</sup> is a service mark of Apple,

Inc. Android™ is a trademark of Google, Inc. Use of this trademark is subject to Google Permissions.

### **Limitation of Liability**

NEITHER BFSFCU NOR ITS LICENSORS, SUPPLIERS, OR PUBLISHERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES, RESULTING FROM YOUR ACCESS OR USE OF THE SOFTWARE OR SERVICE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS, THE MAXIMUM TOTAL LIABILITY OF BFSFCU, ITS LICENSORS AND SUPPLIERS, PARTNERS, AND YOUR CARRIER TO YOU FOR ANY CLAIM RELATED TO THE SOFTWARE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS \$10. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

### **Indemnity**

You will defend, indemnify and hold BFSFCU, its affiliates, directors, officers, agents, employees, and its licensors, suppliers, and publishers harmless from any costs, damages, expenses, and liability caused by your use of the Licensed Software or Service, your violation of these terms, or your violation of any rights of a third party through use of the Licensed Software or Service.