

Aspire CFCU Mobile App Privacy Policy/Disclosure & Agreement

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Aspire Community Federal Credit Union (Aspire CFCU) Mobile App (the “**App**”)—powered by Fiserv—helps you control your credit and/or debit cards through your mobile device, making it easy to manage your finances on the go.

The App allows you to:

- Get real-time balances for your accounts.
- Manage your money.
- View your transactions and statements.
- Make transfers.
- Pay your bills and manage billers.
- Deposit a check.
- Receive alerts. (Message & Data rates may apply)
- Manage cards.

This Privacy Policy, in combination with other relevant privacy notices that we provide—**Example:** pursuant to financial privacy laws—is to inform you of the policies and practices regarding the collection, use and disclosure of any personal information that we and our service providers collect from or about users in connection with the App’s website, and mobile application (the “**Services**”).

THE TYPES OF INFORMATION WE COLLECT IN THE APP

Through your use of the Services, we may collect personal information from you in the following ways:

(a) **Personal Information You Provide to Us**

- We may collect personal information from you, such as your first and last name, address, email, telephone number, and social security number when you create an account.
- We will collect the financial and transaction information necessary to provide you with the Services, including account numbers, payment card expiration date, payment card identification, verification numbers, and transaction and payment history.
- If you provide feedback or contact us via email, we will collect your name and email address, as well as any other content included in the email, in order to send you a reply.
- We also collect other types of personal information that you provide voluntarily, such as any information requested by us if you contact us via email regarding support for the Services.

(b) **Personal Information Collected from Third Parties**—We may collect certain information from identity verification services and consumer reporting agencies, including credit bureaus, in order to provide some of our Services.

(c) **Personal Information Collected Via Technology**—We and our service providers may automatically log information about you, your computer or mobile device, and your interaction over time with our Services, our communications, and other online services, such as:

- Device data, such as your computer or mobile device’s operating system type and version, manufacturer and model, browser type, screen resolution, RAM and disk size, CPU usage, device type (**example:** phone, tablet), IP address, unique identifiers, language settings, mobile device carrier, radio/network information (**example:** Wi-Fi, LTE, 3G), and general location information such as city, state, or geographic area.
- Online activity data, such as pages or screens you viewed, how long you spent on a page or screen, the website you visited before browsing to the Service, navigation paths between pages or screens, information about your activity on a page or screen, access times, and duration of access.
- Cookies, which are text files that websites store on a visitor’s device to uniquely identify the visitor’s browser or to store information or settings in the browser for the purpose of helping you navigate between pages efficiently, remembering your preferences, enabling functionality, and helping us understand user activity and patterns.

- Local storage technologies, like HTML5 and Flash, that provide cookie-equivalent functionality but can store larger amounts of data, including on your device outside of your browser in connection with specific applications.
- Web beacons, also known as pixel tags or clear GIFs, which are used to demonstrate that a webpage or email was accessed or opened, or that certain content was viewed or clicked.
- Location Information. If you have enabled location services on your phone and agree to the collection of your location when prompted by the Services, we will collect your location information when you use the Services even when the app is closed or not in use; for example, to provide our fraud detection services. If you do not want us to collect this information, you may decline the collection of your location when prompted or adjust the location services settings on your device.

HOW WE USE YOUR INFORMATION COLLECTED IN THE APP

(a) **General Use**—In general, we use your personal information collected through your use of the Services to respond to your requests as submitted through the Services, to provide you the Services you request, and to help serve you better.

We use your personal information, in connection with the App, in the following ways:

- Facilitate the creation of, and secure and maintain your account;
- Identify you as a legitimate user in our system;
- Provide improved administration of the Services;
- Provide the Services you request;
- Improve the quality of experience when you interact with the Services;
- Send you administrative email notifications, such as security or support and maintenance advisories; and
- Send surveys, offers, and other promotional materials related to the Services.

(b) **Compliance and protection**—We may use your personal information to:

- Comply with applicable laws, lawful requests and legal process, such as to respond to subpoenas or requests from government authorities;
- Protect our, your or others' rights, privacy, safety or property (including by making and defending legal claims);
- Audit our internal processes for compliance with legal and contractual requirements and internal policies;
- Enforce the terms and conditions that govern the Service; and
- Prevent, identify, investigate and deter fraudulent, harmful, unauthorized, unethical, or illegal activity, including cyberattacks and identity theft.

(c) **Creation of Non-Identifiable Data**—The App may create de-identified information records from personal information by excluding certain information (such as your name) that makes the information personally identifiable to you. We may use this information in a form that does not personally identify you to analyze request patterns and usage patterns to enhance our products and services. We reserve the right to use and disclose non-identifiable information to third parties in our discretion.

DISCLOSURE OF YOUR PERSONAL INFORMATION

We disclose your personal information collected through your use of the Services as described below.

(a) **In Accordance with Our Other Privacy Notices**—Other than as described in this Privacy Policy in connection with the App, this Privacy Policy does not apply to the processing of your information by us or third parties with whom we share information.

(b) **Third Party Service Providers**—We may share your personal information with third party or affiliated service providers that perform services for or on behalf of us in providing the App, for the purposes described in this Privacy Policy, including: to provide you with the Services; to conduct quality assurance testing; to facilitate the creation of accounts; to optimize the performance of the Services; to provide technical support; and/or to provide other services to the App.

(c) **Authorities and Others**—Regardless of any choices you make regarding your personal information, The App may disclose your personal information to law enforcement, government authorities, and private parties, for the compliance and protection services described above.

LINKS TO OTHER SITES

The App may contain links to third party websites. When you click on a link to any other website or location, you will leave the App and go to another site, and another entity may collect personal and/or anonymous information from you. The App's provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other website or location or its contents. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites. We encourage you to read the privacy policy of every website you visit.

YOUR CHOICES REGARDING YOUR INFORMATION

You have several choices regarding use of information on the Services.

(a) **How We Respond to Do Not Track Signals**—Some web browsers transmit “do not track” signals to the websites and other online services with which your web browser communicates. There is currently no standard that governs what, if anything, websites should do when they receive these signals. We currently do not take action in response to these signals. If and when a standard is established, we may revise its policy on responding to these signals.

(b) **Access, Update, or Correct Your Information**—You can access, update, or correct your information by changing preferences in your account. For additional requests, please contact us.

(c) **Opting Out of Email or SMS Communications**—If you have signed-up to receive our email marketing communications, you can unsubscribe any time by clicking the "unsubscribe" link included at the bottom of the email or other electronic communication. Alternatively, you can opt out of receiving marketing communications by contacting us at the contact information under "Contact Us" below. If you provide your phone number through the Services, we may send you notifications by SMS, such as provide a fraud alert. You may opt out of SMS communications by unlinking your mobile phone number through the Services.

(d) **Opting Out of Location Tracking**—If you initially consented to the collection of geo-location information through the Services, you can subsequently stop the collection of this information at any time by changing the preferences on your mobile device. Please note, if you withdraw consent to our collection of location information, you may no longer be able to use some features of the App.

SAFEGUARDS AND RETENTION

We implement reasonable administrative, technical, and physical measures in an effort to safeguard the information in our custody and control against theft, loss and unauthorized access, use, modification, and disclosure. Nevertheless, transmission via the internet is not completely secure and we cannot guarantee the security of your information.

A NOTE ABOUT CHILDREN

The Services are not directed towards individuals under the age of 18, and we do not, through the App, intentionally gather personal information about visitors who are under the age of 18. If a child under 18 submits personal information to us through the App and we learn that the personal information is the information of a child under 18, we will attempt to delete the information as soon as possible.

PRIVACY POLICY UPDATES

This Privacy Policy is subject to occasional revision. We will notify you of any material changes in its collection, use, or disclosure of your personal information by posting a notice on the Services. Any material changes to this Privacy Policy will be effective thirty (30) calendar days following notice of the changes on the Services. These changes will be effective immediately for new users of the Services. If you object to any such changes, you must notify us prior to the effective date of such changes that you wish to deactivate your account. Continued use of the Services following notice of any such changes shall indicate your acknowledgement of such changes.

APP AVAILABILITY

The App may be delayed, interrupted or not be available at any time for any reason outside of the reasonable control of Aspire CFCU or any service provider.

FORCE MAJEURE

Aspire CFCU shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of, or failure to perform its responsibilities hereunder due to causes beyond Aspire CFCU's reasonable control.

FINGERPRINT/FACEID SIGN ON FOR MOBILE BANKING.

Fingerprint and FaceID sign on is an optional sign-in method for Aspire CFCU Mobile Banking that is currently available on some devices. Fingerprints/FaceIDs are stored on your device only and Aspire CFCU never sees or stores your Fingerprint/FaceID information. You acknowledge that by enabling TouchID/FaceID, you will allow anyone who has a Fingerprint/FaceID stored on your device access to your personal and payment account information within Aspire CFCU Mobile Banking.

MOBILE DEPOSIT SERVICES DISCLOSURE AND AGREEMENT

CHECK REQUIREMENTS. Any image of a check that I transmit to Aspire CFCU must accurately and legibly provide all the information on the front and back of the check. I will endorse the back of the original check with the restrictive endorsement "For Mobile Deposit Only @ Aspire CFCU" and my signature to endorse the check. For example, a proper endorsement would appear as follows:

For Mobile Deposit Only

@ Aspire CFCU

John A. Doe

USE OF THE SERVICES. I am authorizing Aspire CFCU to remotely deposit paper checks I receive to my account with Aspire CFCU by electronically transmitting a digital image of the paper checks to Aspire CFCU for deposit using my internet accessible device. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. You also accept responsibility for making sure you understand how to use your Mobile Device and Mobile Deposit and Aspire CFCU will not be liable to you for any losses caused by your failure to properly use your mobile device or Mobile Deposit. Upon receipt of the digital image, Aspire CFCU will review the image for acceptability. I understand & agree that the receipt of an image does not occur until after the status in Deposit Check History is listed as Pending. Aspire CFCU is not responsible for any image not received. Notwithstanding anything to the contrary, Aspire CFCU reserves the sole right and absolute discretion, to accept or reject any item for Mobile Deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify Aspire CFCU against any loss suffered because of accepting the remotely deposited check.

GENERAL POLICY. Services are available to members in good standing who meet qualifications set forth by Aspire CFCU. Access to Services can be authorized, restricted or discontinued at Aspire CFCU's discretion. I must have an active account in good standing as one of the qualifications for the Services. A longer delay in crediting your account may take place if Aspire CFCU deems the delay is warranted (collectability or legitimacy questions, etc.) You will be notified should longer delays apply. For purposes of the Services, Business Days do not include Saturdays, Sundays or Federal Holidays. Aspire CFCU is not liable for any fees associated with funds not being made immediately available on deposits. Current available balances can be viewed using Online Banking or Mobile Banking services.

CHECK RETENTION AND DESTRUCTION. After you have confirmation that we have received an image, you agree to prominently mark the item as "Electronically Presented" or "VOID". You agree to securely store each original check that you deposit using Mobile Deposit for a period of 60 days after transmission to us in order to verify settlement and credit or to balance periodic statements. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks. During the retention period, you agree at your expense to promptly deliver any retained check, or a sufficient copy of the front and back of the check, to the credit union upon request to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If not provided within seven business days of our request, such amount will be reversed from your account. In addition, if you are unable to provide a sufficient copy of the front and back of the check, you will be liable for any unresolved claims by third parties.

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Unacceptable Deposit Items. I understand and agree that I am not permitted to deposit the following items using the Services:

- Any item that is stamped as “non-negotiable”
- Any item that contains evidence of alteration to the original information on the check.
- Any item issued by a financial institution in a foreign country.
- A check not payable in United States currency
- Any item that is incomplete.
- Any item that is “postdated” or “stale dated” (older than 6 months of date on check(s)).
- Travelers Check.
- Third-party Check.
- Savings Bonds.
- Any item previously deposited and returned unpaid.
- 401k Checks, Retirement Funds
- Insurance Claim Checks

In this Disclosure and Agreement, the words “I,” “me,” “my,” “us” and “our” mean the member that uses any of the Mobile Deposit Services described in this Disclosure and Agreement. My Aspire CFCU Membership & Account Agreement is hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Aspire CFCU Membership & Account Agreement, this Disclosure and Agreement will control.

REJECTION OF DEPOSIT

Aspire CFCU is not liable for any service or late charges levied against me due to Aspire CFCU’s rejection of any item.

ITEMS RETURNED UNPAID

A notice will be provided of transactions Aspire CFCU is unable to process because of returned items. With respect to any item that I transmit to Aspire CFCU for mobile deposit that Aspire CFCU credits to my Account, in the event such item is dishonored, I authorize Aspire CFCU to debit the amount of such item from any of my Account(s) at Aspire CFCU, along with any applicable returned item fees. In all cases, I am responsible for any loss or overdraft in addition to any applicable fees charged to Aspire CFCU as a result of an item being returned.

IN CASE OF ERRORS

Any Mobile deposits made through the Services will be reflected on my account statement. In the event that I believe there has been an error with respect to any original check or image thereof transmitted to the Credit Union for deposit or a breach of this Disclosure and Agreement, I will immediately contact Aspire CFCU regarding such error or breach as set forth in the Aspire CFCU Electronic Funds Transfer Agreement and Disclosure.

CARD CONTROLS ADDITIONAL TERMS

The following supplemental Terms of Use (“Supplement”) applies to the card controls feature (“Card Controls”) within the Mobile Banking mobile application (“Mobile Banking App”), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

- The Card Controls feature is only available for credit or debit cards issued by Aspire CFCU that you register within the Mobile Banking App.
- The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Aspire CFCU to discontinue the alerts and controls.

- Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
- Card Controls may enable access to Aspire CFCU and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
- To the extent this Mobile Banking App allows you to access third party services, Aspire CFCU, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

COMPLIANCE WITH LAW

You agree to use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You promise to indemnify and hold Aspire CFCU harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Disclosure and Agreement.

ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION

I understand and agree that I am required to indemnify Aspire CFCU and hold it harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from: (a) my failure to abide by or perform any obligation imposed upon me under this Agreement, (b) the willful misconduct, fraud, criminal activity, intentional tort or negligence by me; (c) the actions, omissions or commissions by me; and (d) any transmission or instruction, whether or not authorized, acted upon by Aspire CFCU in good faith. By my use of the Services and/or breach of this Disclosure and Agreement, I understand and agree that this paragraph shall survive the termination of this Disclosure and Agreement.

LIMITATION OF LIABILITY

I understand and agree that Aspire CFCU is not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my negligence or breach of this Disclosure and Agreement.

CHANGE IN TERMS

The Credit Union may change the terms, conditions and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change in writing or other acceptable means and may amend, modify, add to or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by Aspire CFCU constitutes my acceptance of the change.

TERMINATION OF THE SERVICES

I may, by written request, terminate the Services provided for in this Disclosure and Agreement. Aspire CFCU reserves the right to suspend or terminate my use of the Services at any time, without prior notice, except as may be required by law. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

CONTACT US

If you have any questions or complaints about this Privacy Policy or The App's data collection or processing practices, or if you want to report any security violations to The App, please contact The App by phone at: 701-837-5353; email at: support@aspire.creditunion; or by mail at:

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