

MOBILITI (ASPIRE MOBILE APP) TERMS AND CONDITIONS

- Program: Aspire Community FCU offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.
- Questions: You can contact us at 701-837-5353, or send a text message with the word "HELP" to this number: 71806. We can answer any questions you have about the program.
- To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 71806. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Aspire Community FCU or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Aspire Community FCU and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Aspire Community FCU and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Aspire Community FCU and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including

the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Aspire Community FCU (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Aspire Community FCU or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Aspire Community FCU, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

Touch ID™ for Mobile Banking.

Touch ID is an optional fingerprint sign-in method for Aspire Community FCU Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and Aspire Community FCU never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Aspire Community FCU Mobile Banking. Aspire Community FCU reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for

each device. You can enable or disable Touch ID anytime from the Services menu within Aspire Community FCU Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Aspire Community FCU Mobile Banking is only available on compatible iOS devices.

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.

1.The Card Controls feature is only available for debit cards issued by Aspire Community FCU that you register within the Mobile Banking App.

2.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 Community FCU to discontinue the alerts and controls.

3.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.

4.Card Controls may enable access to Aspire Community FCU 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.

5.To the extent this Mobile Banking App allows you to access third party services, Aspire Community FCU, 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.

6.THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME

STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for Aspire Community FCU Mobile Banking that may be available for certain Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and Aspire Community FCU never sees or stores your fingerprint information.

You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Aspire Community FCU Mobile Banking. Aspire Community FCU reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Aspire Community FCU Mobile Banking.

Android is a trademark of Google Inc.

MOBILE DEPOSIT SERVICES DISCLOSURE AND AGREEMENT

Check Requirements. Any image of a check that I transmit to Aspire Community FCU 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 Community FCU to remotely deposit paper checks I receive to my account with Aspire Community FCU by electronically transmitting a digital image of the paper checks to Aspire Community FCU 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 Community FCU 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 Community FCU 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 Community FCU is not responsible for any image not received. Notwithstanding anything to the contrary, Aspire Community FCU 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 Community FCU 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 Community FCU. Access to Services can be authorized, restricted or discontinued at Aspire Community FCU'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 Community FCU 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 Community FCU 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:

- 1) Any item that is stamped as “non-negotiable”
- 2) Any item that contains evidence of alteration to the original information on the check.
- 3) Any item issued by a financial institution in a foreign country.
- 4) A check not payable in United States currency
- 5) Any item that is incomplete.
- 6) Any item that is “postdated” or “stale dated” (older than 6 months of date on check(s)).
- 7) Travelers Check.
- 8) Third-party Check.
- 9) Savings Bonds.
- 10) Any item previously deposited and returned unpaid.
- 11) 401k Checks, Retirement Funds
- 12) 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 Community FCU 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 Community FCU Membership & Account Agreement, this Disclosure and Agreement will control.

Compliance with Law: I agree to use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations. I promise to indemnify and hold Aspire Community FCU 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.

Rejection of Deposit. Aspire Community FCU is not liable for any service or late charges levied against me due to Aspire Community FCU's rejection of any item.

Items Returned Unpaid. A notice will be provided of transactions Aspire Community FCU is unable to process because of returned items. With respect to any item that I transmit to Aspire Community FCU for mobile deposit that Aspire Community FCU credits to my Account, in the event such item is dishonored, I authorize Aspire Community FCU to debit the amount of such item from any of my Account(s) at Aspire Community FCU, 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 Community FCU as a result of an item being returned.

Email Address. I agree to notify Aspire Community FCU immediately if I change my email address, as this is the email address where Aspire Community FCU will send me important notices or other information.

Unavailability of Services. I understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet Service Provider, third-party service provider, cellular service provider and Internet software. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by Aspire Community FCU.

Deposit Limits. I understand and agree that for purposes of deposits made using the Services, the deposit limits are determined on a case-by-case basis.

Securing Images on Mobile Devices. When using the Services, I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my device remains securely in my possession until the deposit has been completed or canceled.

You also agree that files and images transmitted to Aspire Community FCU will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Accountholder's Indemnification Obligation. I understand and agree that I am required to indemnify Aspire Community FCU 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 Community FCU 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 Community FCU is not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my negligence or breach of this Disclosure and Agreement.

Force Majeure. Aspire Community FCU 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 Community FCU's reasonable control.

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 Community FCU regarding such error or breach as set forth in the Aspire Community FCU Electronic Funds Transfer Agreement and Disclosure.

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 Community FCU 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 Community FCU 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.

Relationship to Other Disclosures. The information in this Disclosure and Agreement applies only to the Services described herein. Provisions in other disclosure documents, may be revised from time to time, remain effective for all other aspects of the Account.

Waiver. The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.