

Indiana Members Credit Union Mobile Banking Agreement

Introduction

The use of Indiana Members Credit Union's Mobile Banking constitutes acceptance of this Agreement. The NetTeller and iPay Services Terms and Conditions, to which you agreed when you enrolled in NetTeller (our online banking service), also apply to Mobile Banking. Depending on your wireless plan, you may be charged an access fee. Please check with your service provider for details on specific fees and charges.

We may offer additional Mobile Banking services and features in the future. Any added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking service without notice, except as may be required by law.

Definitions

As used in this Agreement and in the Mobile Banking services, the following words will have the definitions given below:

"We", "Us", and "IMCU" mean Indiana Members Credit Union.

"You", "Your(s)", mean each IMCU account holder with authorized access to your Account(s) through Mobile Banking.

"Account(s)" means your eligible IMCU checking, savings, loan, share certificates and other IMCU products that can be accessed through Mobile Banking.

"Device" means a cellular telephone or similar wireless communication device onto which you have downloaded software provided by us for the purpose of permitting Mobile Banking. A "Device" is also a cellular telephone or similar wireless communication device that is capable of conducting banking transactions at our Mobile Banking site through text ("SMS") messaging, Wireless Application Protocol ("WAP"), or other products that we select or approve. Your wireless carrier may assess you fees for data or text messaging services. Please consult your plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

Mobile Banking

Mobile Banking is offered as a convenience and supplemental service to NetTeller. It is not intended to replace access to NetTeller from your personal computer or other methods you use for managing your Accounts and services with us. Mobile Banking allows you to access your IMCU Account information, pay bills, transfer funds between your Accounts and

conduct other banking transactions. To utilize Mobile Banking, you must be enrolled in NetTeller.

We reserve the right to limit the types and number of Accounts eligible for Mobile Banking and the right to refuse to make a transaction you request through Mobile Banking. We also reserve the right to modify the scope of Mobile Banking at any time. Mobile Banking may not be accessible over some network carriers. In addition, Mobile Banking may not be supportable for all Devices. IMCU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier.

You agree to accept responsibility for learning how to use Mobile Banking in accordance with the instructions and agree that you will contact us directly if you have any problems with Mobile Banking.

We may modify Mobile Banking from time to time at our sole discretion. In the event of any modifications, you will be notified prior to or at the time of implementation. You are responsible for understanding how to use Mobile Banking as modified. You also accept responsibility for knowing how to properly use your Device and we will not be liable to you for losses caused by your failure to properly use Mobile Banking or your Device.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may include fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other IMCU product accessed through this Mobile Banking service is also subject to IMCU's Account Agreement and Disclosure and Fee Disclosure provided at time of Account opening. You should review these disclosures carefully for transaction limitations and fees which might apply to your use of Mobile Banking.

Permitted Mobile Banking Transfers

You may use Mobile Banking to transfer funds between your eligible IMCU accounts. You may not transfer to or from an account at another financial institution.

Federal Regulation D requires financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted during each monthly statement cycle period, as described in the Account Agreement and Disclosure.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose limits without notice, at our discretion.

Fees Charged for Mobile Banking

Currently, IMCU does not charge fees for subscribing to or using Mobile Banking. However, we may assess fees as described in the Fee Disclosure for transactions that cause negative account balances or involve an overdraft transfer.

We reserve the right to institute or change fees for Mobile Banking after notifying you of such change.

Responsibilities

You represent that you are the legal owner of the Accounts and other financial information which may be accessed using Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your Account information. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

The Device you use for Mobile Banking must have a number that can be captured by Indiana Members Credit Union.

Unavailability of Services

You understand and agree that the services may at times be temporarily unavailable due to system maintenance or technical difficulties.

Security

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your Device, login information or any other means to access Mobile Banking, you will be held responsible for transactions they authorize and we will not be liable for damages resulting to you.

We make no representations that Mobile Banking will be available for use in locations outside of the United States.

Conduct

You agree that you will not use Mobile Banking to:

Transmit or allow to be transmitted any information, data, or messages that violates the requirements of any mobile network carrier or operator through which information, data, or messages are transmitted;

Transmit or allow to be transmitted any information, data, or messages that are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;

Transmit or allow to be transmitted any information, data, or messages that harm minors in any way;

Transmit or allow to be transmitted any information, data, or messages that you do not have a right to make available under any law or under contractual or fiduciary relationships;

Transmit or allow to be transmitted any information, data, or messages that infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party;

Utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation;

Violate the standards of practice set forth by the Mobile Marketing Association;

Interfere with or disrupt mobile banking services, or servers or mobile network carrier networks, or disobey any requirements, procedures, policies, or regulations of networks connected to and for mobile banking services.

Transmit or utilize any (a) viruses, worms, Trojan horses, or other code that might disrupt, disable, harm, erase memory, or otherwise impede the operation, features, or functionality of any software, firmware, hardware, wireless device, computer system or network, (b) traps, time bombs, or other code that would disable any software based on the elapsing of a period of time, advancement to a particular date or other numeral, (c) code that would permit any third party to interfere with or surreptitiously access any personal information, or (d) content that causes disablement or impairment of services or equipment of any provider of mobile banking services or mobile network carrier.

Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;

Provide any material support or resources (or conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

Collect or store personal data about End Users in connection with the prohibited conduct and activities set forth hereinabove.

Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless IMCU, its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with Mobile Banking; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of Mobile Banking.

Lost or Stolen Device or Password; Unauthorized Transfers

If you believe your Device, username (Login ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your Account without your authorization, notify us immediately at 1-800-556-9268.

License Agreement

Subject to your compliance with this Agreement, you are hereby granted a personal, limited non-transferable, non-exclusive, non-sublicensable and non-assignable license (“License”) to download, install and use the software that makes Mobile Banking possible onto your Device within the United States and its territories. In the event that you obtain a new or different Device, you will be required to download and install the software to that new or different Device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accord with this Agreement, (ii) your deletion of the software from your Device, or (iii) our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the software from your Device. Insofar as the Mobile Banking Agreement imposes duties and obligations on you, those duties and obligations survive revocation of the license.

Export Control

You acknowledge that the software is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the software. You agree that you will not directly or indirectly use, export, re-export, or transfer the software except in compliance with applicable U.S. export laws and regulations.

No Commercial Use

You agree that Mobile Banking services are for your use only. You agree not to resell or make commercial use of Mobile Banking.

Proprietary Rights

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any mobile banking technology, including, but not limited to, any software or other mobile phone applications associated with Mobile Banking.

Location Based Information

If you use any location based feature of Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you must cease using location based features of Mobile Banking.

Third Party Beneficiaries

You agree that our service providers may rely upon your agreements and representations in this Agreement and such service providers are third party beneficiaries to this Agreement, with the power to enforce its provisions against you.

Termination

You may terminate this Agreement at any time upon notice to IMCU.

IMCU may terminate this Agreement at any time without prior notice to you.