

Quest Federal Credit Union Mobile Banking Use Agreement

Agreement:

By Using Quest Federal Credit Union Mobile Banking via Mobile Web or Mobile App, you agree to the Terms and Conditions of this Mobile Banking Agreement (as amended from time to time, this **Agreement**) and to the Terms and Conditions of the Online Banking Use Agreement you received when you enrolled in Online Banking. You may use this service to access your accounts on a mobile device. This Agreement supplements the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Other Agreements:

Quest Federal Credit Union does not charge a fee for this service; however, standard data rates from your mobile service provider may still apply. You agree that, when you use Mobile Banking via Mobile Web or Mobile App, 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 provide for fees, limitations and restrictions which might impact your use of Mobile Banking and you agree to be solely responsible for all such fees, limitations and restrictions. Accordingly you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

Description of Service:

Mobile Banking via Mobile Web or Mobile App is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Quest Federal Credit Union account information, transfer funds, view account balances, and view account detail and history. To utilize the Mobile Banking Service via Mobile Web, your mobile device must be internet enabled/connected to the internet, you must be enrolled in Online Banking. To utilize the Mobile Banking Service via Mobile App, your mobile device must be internet enabled/connected to the internet, you must be enrolled in Online Banking, and then you must download the application (i.e. from the Amazon Marketplace, Google Play Store, or Apple App Store) to your mobile device.

We reserve the right to limit the types and number of accounts eligible for mobile banking. We may also reserve the right to modify the scope of the Service at any time without notice.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supported on all Devices. Quest Federal Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

Use of Service:

You agree to accept responsibility for making sure you understand how to use Mobile Banking via Mobile Web or the Mobile App, and that you will contact us directly if you have any problems with these services. You will also accept responsibility for making sure that you know how to properly use your

Device and Quest Federal Credit Union will not be liable to you for any losses caused by your failure to properly use the Service or your Device. From time to time, Quest Federal Credit Union may develop additional Mobile Banking Services. When such services are developed, you will have the opportunity to add them to your Quest Federal Credit Union Mobile Banking Service, provided you have a compatible Mobile Device. 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 by you. You agree to keep your password confidential, secure, and to not provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. If you believe that someone may have unauthorized access to your Mobile Banking, you agree to cancel your Mobile Banking associated with the Device immediately. You agree to use Mobile Banking carefully, to check your statements and transactions regularly, to report any errors to us immediately, and to cancel immediately your participation in Mobile Banking if you observe any material errors in the Mobile Banking Services. You also agree not to use Mobile Banking Services in an illegal manner that would violate any law, statute, or regulation.

You may report errors to us immediately by calling 419-674-4998. For questions or concerns about the Mobile Banking service itself you may stop in to any branch, call us at 419-674-4998, or contact us by mail at: 12837 State Route 68, Kenton, OH 43326.

Equipment and Software

Quest Federal Credit Union does not guarantee that your Device or mobile phone service provider will be compatible with Mobile Banking. Mobile phones and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files, and/or your phone or could result in information being hacked or intercepted in any way by a third party. Quest Federal Credit Union will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. Quest Federal Credit Union will also not be responsible if any non-public personal information is accessed via Mobile Banking due to any of the above named viruses residing or being contracted by your device at any time or from any source.

Mobile Banking Service Limitations

Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. We will use reasonable efforts to make Mobile Banking service available for your use on a continuous basis. We do not guarantee functionality of Mobile Banking services (or any Mobile Banking Software) on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. Mobile Banking service may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions.

Neither we nor any of our service providers assumes responsibilities for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking Services on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information.

Mobile Text Banking and Text eAlerts

Mobile Text Banking and eAlerts are offered as a convenience to our members. We cannot guarantee that all devices will be compatible to be set up or to receive the SMS Text Banking or eAlert messages. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your mobile service operator. SMS message services are provided on an "as-is" basis, and we make no warranty, express or implied, and all warranties, including implied warranties of merchantability and fitness for particular purpose, are hereby expressly disclaimed.

In addition to any entry, submission or other fee of which you are notified, your carrier's standard messaging rates apply to your entry or submission message, our confirmation and all subsequent SMS correspondence and/or transmissions.

Data obtained from you in connection with this SMS service may include your cell phone number, your carrier's name, and the date, time and content of your messages, as well as other information that you provide. We may use this information to contact you and to provide the services you request from us.

By using this service you may have access to various content. You should assume that everything to which you have access to through this service is subject to copyright and trademark protection, unless noted otherwise. By subscribing or using the service, you acknowledge and agree that all right, title and interest, including the trademark and copyright rights, in and to such works are our property, and that you will not gain any ownership or other rights, title or interest therein or thereto. You may not copy, download or make any other unauthorized uses of such items.

By subscribing or using the service, you acknowledge and agree that we will have the right to change and/or terminate the service at any time, with or without cause and/or advance notice.

Changes or Cancellation

You may cancel your participation in Mobile Banking at any time. To cancel your participation in Quest Federal Credit Union Mobile Web, clear the cookies from your mobile browser and discontinue your use of Mobile Banking.

To delete the Mobile App, refer to the instructions for deleting a Mobile Application for your specific Mobile Device.

We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

Indemnification

You agree to indemnify, defend, and hold Quest Federal Credit Union and its affiliates, officers, directors, employees, consultants, agents, Mobile service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

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