



- (d) Transmit any checks, items, or images that are not Eligible Items or related deposit information.
    - (3) **You agree that we will** have the unrestricted right to reject, return, or refuse to process any item or image that is not an Eligible Item, without liability to you.
    - (4) **You agree that we will not:**
      - (a) Have any obligation to process any non-Eligible Item, even if we did so on a previous occasion.
      - (b) Be responsible for items we do not receive or for images dropped during transmission.
      - (c) Be responsible for any technical or other difficulties that you may experience when using the Mobile Deposit Capture service, or any damages that might arise therefrom.
      - (d) Be responsible for unavailability of the Mobile Deposit Capture service or any damages that might arise from unavailability.
    - (5) **Limitations, Changes, Suspension or Termination of Mobile Deposit Capture Services:** We reserve the right at our sole discretion to change, limit, suspend, or discontinue the Mobile Deposit Capture service or your use of the Mobile Deposit Capture service, in whole or in part, at any time at our sole discretion without notice. Your continued use of the Mobile Deposit Capture service will constitute your acceptance of any changes to the Mobile Deposit Capture service. We may immediately and without notice terminate, suspend, or limit the Mobile Deposit Capture service, or your use of the Mobile Deposit Capture service, if in our sole judgment, we believe any or all of the following:
      - (a) There has been a security breach affecting the Mobile Deposit Capture service.
      - (b) There has been unauthorized activity involving any of your Deposit Accounts.
      - (c) You have engaged in activity that violates the terms of this Agreement.
      - (d) Any of your Deposit Accounts is in an overdraft or negative-balance state.
      - (e) If we suspend your use of the Mobile Deposit Capture Service, you may request re-enrollment in writing. The Credit Union normally considers re-enrollment no earlier than six months after the suspension date. We may grant or decline re-enrollment at the Credit Union's sole discretion.
  - xiii. **Disclaimer of Warranties:** Please note that your use of the Mobile Deposit Capture service and all information and content, including third party information and content, is strictly at your own risk. The Credit Union provides the Mobile Deposit Capture service on an "as is" and "as available" basis. We disclaim all representations and warranties of any kind, express or implied, as to the Mobile Deposit Capture service and its use, including but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no representation or warranty that the Mobile Deposit Capture service:
    - (1) Will meet your requirements;
    - (2) Will be uninterrupted, timely, secure, or error free;
    - (3) Will yield accurate or reliable results; or
    - (4) Will correct any errors in the Mobile Deposit Capture service or technology.
  - xiv. **Limitation of Liability:** The Credit Union will not be liable for damages of any kind whether direct, indirect, incidental, special, consequential, exemplary, or otherwise. Without limitation, this includes damages for loss of profits, goodwill, use, data, or other losses arising from or related to the use of or the inability to use the Mobile Deposit Capture Service, incurred by you or any third party, regardless of the form of action or claim, whether contract, tort, strict liability, or otherwise, even if we have been informed of the possibility thereof.
  - xv. **Amendments:** Unless otherwise required by law, the Credit Union may amend this Agreement at any time and from time to time, without notice to you, by posting the amended Agreement on our website. If notice is given, we may send it to you at your latest address on file with us via US mail, statement message, or electronic message. We may ask you to agree to an amended or updated version of this Agreement by means specified in the notice. If you decline to agree, we may limit, suspend, or terminate your use of the Mobile Deposit Capture service.
  - xvi. **Electronic Consent Notices:** Using the Mobile Deposit Capture service requires you to consent to receive information and notices via electronic means. If you do not wish to consent to electronic notices about the Mobile Deposit Capture service, do not use the service. Nevertheless, the Credit Union reserves the right at our sole discretion to provide you any notices regarding this Agreement or the Mobile Deposit Capture Service by non-electronic means such as statement notices or via U.S. mail.
- b. **Short Message Service (SMS) and Short Code (Text)**
- i. **Service Terms:** By providing your mobile phone number to us, you have provided consent to send you account-related text messages and the following service terms will apply. The Credit Union may contact you via the SMS Short code channel regarding:



- (1) Account Security related activities such as email address changes, password changes, user ID changes, adding Payees, etc.
    - (2) Higher risk transactions such as; person-to-person payments, transfers to external accounts, etc.
    - (3) Multi-factor authentication challenges and\or verification of transaction authorizations. The Credit Union will send marketing and promotional communications via a separate and unique SMS text channel, which you can opt out of at any time. As used in these services terms, "account text" means any SMS communication or text message from us to you pertaining to your account including, but not limited to, payment information or account information.
      - (a) By entering a mobile phone number, you certify that you are the individual identified on the request, or you have the permission of the individual identified on the account texts we send. You also understand that anyone with access to your phone may see these messages, and you should safeguard your phone's confidentiality.
  - ii. **How to Opt-Out:** You may withdraw your consent to receive account text messages by replying STOP at any time to any account text you receive from us. Any withdrawal of your consent to receive account texts will be effective only after we have a reasonable period to process your withdrawal. *Please note that you cannot opt-out of fraud alerts.* For one-time transactions, such as a person-to-person payment, you will agree to receive these account text messages each time you request a transfer.
  - iii. **How to Update Your Records:** It is your responsibility to provide us with a true, accurate, and complete mobile phone number and to maintain and update promptly any changes to this number. Please notify us immediately if you change mobile numbers or plan to provide your phone to another person. You can update your mobile number via Digital Banking or by calling us at 800-388-3000.
  - iv. **Hardware and Software Requirements:** In order to access, view, and retain account texts that we make available to you, you must have an SMS-capable mobile phone, an active mobile phone account with a communication service provider, and sufficient storage capacity on your mobile phone. 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 carrier. Our SMS text message services are provided on an AS IS basis.
  - v. **Communications in Writing:** The Credit Union considers all text messages delivered in electronic format from us to you as "in writing."
  - vi. **Charges:** There is no service fee to receive account texts from us, but you are responsible for all charges including, but not limited to, fees associated with text messaging imposed by your wireless service provider. Your wireless service provider's message and date rates may apply to our confirmation text and all subsequent texts. Please consult your wireless service provider's pricing plan to determine the charges for sending and receiving texts. These charges will appear on your phone bill from your wireless service provider. Message frequency depends on account status and settings.
  - vii. **Other Important Terms:** You agree that we may send any account texts through your wireless service provider in order to deliver them to you and that your wireless services provider is acting as your agent in this capacity. Additionally, you agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, cost, and expenses, including reasonable attorneys' fees, arising from your provision of a mobile phone number that is not your own or your violation of any applicable federal, state, or local law, regulation, or ordinance. Your obligations under this paragraph shall survive termination of this Agreement. We provide account texts for your convenience only. Factor(s) pertaining to your wireless service provider(s) may delay or impact receipt of each account text. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the account texts sent by us.
  - viii. **Changes in Terms and Conditions:** We may modify or terminate account text services from time to time, with or without notice, without liability to you, any other user, or a third party. We reserve the right to modify these SMS service terms from time to time.
  - ix. **Help or Support:** For help or support regarding our text messaging services, email us at [ONCUsupport@onenevada.org](mailto:ONCUsupport@onenevada.org) or call toll free 800-388-3000. You can also request help, obtain contact information, or additional information regarding One Nevada's texting service anytime from your mobile device by replying with the word "HELP" to a message you receive from us.
3. **Voice Banking:** Voice Banking allows you to use your voice-enabled devices, such as Amazon Alexa or Echo and Google Home devices, to communicate with the Credit Union by voice regarding your account(s). To use Voice Banking, you must speak commands and questions aloud to your voice-enabled device, and

