

Thank you for using Mobile Money Services (“Services”) and any related Software (“Software”) provided by Northwestern Mutual Credit Union (“Financial Institution”) combined with your handheld device's text messaging and Internet capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed to with respect to the underlying electronic banking and bill payment services of which the Service is a part.

**Your carrier’s standard messaging charges apply for Short Message Service (SMS) text messages.**

### **Terms and Conditions:**

Program: Financial Institution offers its members mobile access to their account information (e.g., for checking balances, last transactions and receiving account alerts) via SMS. Members with access to a data plan on their mobile devices may also access their account information, make payments to payees, transfer funds, and conduct other banking transactions using this functionality. Available transactions and any limitations thereof are disclosed in the Online Banking Agreement. Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is confirmed by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, members may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the member. Members will be allowed to opt out of this program at any time.

Questions: You can contact us at [credit-union@northwesternmutual.com](mailto:credit-union@northwesternmutual.com), or call 414-665-3423, or send a text message with the word "HELP" to this number: 59289. We will be happy to help you with any questions you may 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:59289. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

The Services and/or Software may be unavailable at times for reasons outside of the reasonable control of Financial Institution or any service provider.

**Privacy and User Information.** You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another 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 the Services or Software (collectively “User Information”). The Financial Institution 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 the Services 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. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and 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 the Services and Software for any illegal, fraudulent, unauthorized or improper manner or purpose and will only use it 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. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party’s account; or (iii) interfere in any manner with the provision of the Services or Software, the security of the Services or Software, or other members use of the Services or Software, or otherwise abuse the Services or Software.

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

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

**Additional Terms.** Mobile Money Services is provided for your convenience and is not intended to replace access to Online Banking from your personal computer or other methods you use to manage your accounts or services with us; nor does it replace your monthly account statement(s), which is the official record of your account(s). To use Mobile Money Services, you must be enrolled in Online Banking and then activate your Mobile Money Services inside Online Banking.

Mobile Money Services may not be accessible over some network carriers. In addition, Mobile Money Services may not be supportable for all devices. The 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” options.

You agree that neither we nor our service providers will be liable for any errors in the content of information obtained or transmitted through Mobile Money Services, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store. Any losses or charges

incurred through loss of mobile device or the safeguarding or failure to safeguard passwords will remain your responsibility.

The Credit Union reserves the right to change these Terms and Conditions at any time. When material changes are made, we will notify you. You are solely responsible for providing updated addresses as necessary. Revised Terms and Conditions shall become effective at the earliest date allowed by applicable law or regulation. In the event of any conflict between the Mobile Money Services Terms and Conditions and other terms and conditions related to your account(s) to which Mobile Money Services and any related software may be applicable, the Terms and Conditions of Mobile Money Services will prevail solely with respect to the conflicting provisions and solely to the extent of the conflict. Continued use of Mobile Money Services and any related Software constitutes your agreement with and acceptance of this Agreement, as well as any future changes to these Terms and Conditions.