

Terms and Conditions and Privacy Policy for Beacon Online and Mobile Services

Beacon Credit Union (BCU)

Mobile and Online Banking Disclosure

Terms and Conditions

ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE (ESIGN) ACT DISCLOSURE

You are submitting a request to access Beacon Credit Union's online banking services (B.O.B.) and Mobile Banking which permits you to access account information and conduct transactions on your account(s). To do this, we need you to consent to receiving certain disclosures electronically. This document informs you of your rights when receiving legally required disclosures, notices, and account information ("Disclosures") from the Credit Union. By completing and submitting a request to us, you acknowledge receipt of this document and consent to the electronic delivery of such Disclosures. All agreements with the Credit Union are subject to the terms and conditions of our Membership Account Agreement and other disclosures given to you at account opening.

ELECTRONIC COMMUNICATION

Any Disclosures related to your request will be provided to you electronically. However, if you wish to obtain a paper copy of any of the Disclosures, you may write to us at **Beacon Credit Union, PO Box 4319, Lynchburg, VA 24502** with the details of your request. Paper copies of requested disclosures will be provided to you at a charge, if stated in our Fee Schedule.

SCOPE OF CONSENT

Your consent to receive Disclosures and to do business electronically, and our agreement to do so, only applies to this Request. Beacon Credit Union (BCU) Online and Mobile Banking Services are provided to you by BCU and its affiliates and subsidiaries (collectively "BCU" "we" and "us"). "You" "your", "their", and "my" refers to each person who uses the BCU Online and Mobile Services. By selecting the check box entitled "I have read, and I understand and agree to the BCU Online and Mobile Services Terms and Conditions," you agree to all terms, conditions, and notices contained or referenced in the Terms and Conditions and you are providing your express consent.

HARDWARE/SOFTWARE REQUIREMENTS

Disclosures and/or other documents sent by the Credit Union may be delivered to you via B.O.B. or email in PDF format. To view these Disclosures your computer system must be equipped with Adobe Acrobat software. You may download Adobe Acrobat at <http://www.adobe.com>.

SUPPORTED BROWSERS

Supported Browsers - Current and Prior Major Release Only

Please find the current list of supported browsers here – [\(update new link\)](#)

TERMS AND CONDITIONS

BCU may at any time request the following from you in relation to your use of the BCU Online and Mobile Services: electronic banking credentials, such as security questions and answers; implementation of features added to enhance and assist in keeping device content safe; or to contact authorities when suspicious account activity or member security-related events occur.

Access to and use of the BCU Online and Mobile Services are subject to all applicable federal, state, and local laws and regulations. Unauthorized use of the BCU Online and Mobile Services or, unauthorized access to information via BCU Online and Mobile services, are strictly prohibited and may result in termination of your access and use of the BCU Online and Mobile Services.

Except as otherwise required by law, BCU may in its sole discretion change these terms, and modify or cancel Online and Mobile Services, or the features we offer, at any time, without notice. BCU may terminate or suspend all or any part of the BCU Online and Mobile Services at any time, at our discretion, without notice to you, and without liability to you. BCU reserves the right to refuse any transaction for any reason.

The balance of your accounts may change at any time as BCU processes items and fees against your accounts. Because Online and Mobile Services are accessible only through your cell phone or handheld device (Mobile Device) or home computer, your access to BCU's Online and Mobile Banking may be limited by the service provided by your telecommunications or internet carrier.

There may be technical or other difficulties related to the BCU Online and Mobile Services. These difficulties may result in loss of data, personalized settings or other interruptions. Neither BCU nor its service providers assume any responsibility for the timeliness, deletion, negatively impacted delivery of any user data, failure to store user data, communications, or personalized settings in connection with your use of the BCU Online and Mobile Services, nor for the delivery or the accuracy of any information requested or provided through the BCU Online and Mobile Services.

You agree to take every precaution to ensure the safety, security and integrity of your accounts and transactions when using the BCU Online and Mobile Services. You agree not to leave your Device unattended while logged into any Online or Mobile Services, and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, BCU will not be liable for any damage resulting to you. If you believe that someone may have unauthorized access to your BCU Online or Mobile Services, you agree to cancel your access to the Online Service associated with the Device immediately. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules, and regulations in connection with the BCU Online and Mobile Services.

EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE BCU ONLINE AND MOBILE SERVICES ARE AT YOUR SOLE RISK. THE BCU ONLINE AND MOBILE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF

THE BCU ONLINE OR MOBILE PLATFORM IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND BCU IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE, HOME COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. BCU MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE ONLINE SERVICES.

DESCRIPTION OF BCU ONLINE AND MOBILE SERVICES

BCU Online and Mobile Services refer generally to any service allowing an existing BCU member to access and view their accounts from a Mobile Device or Home Computer. In the event of any inconsistency between prior Terms and Conditions applicable to Online Services and these Terms and Conditions, these Terms and Conditions shall apply.

Disclosures. These Terms and Conditions supplement the Membership Disclosures. In the event of an inconsistency between the Membership Disclosures and these Terms and Conditions, these Terms and Conditions shall govern. BCU's Privacy Policy may be found at <https://www.mybcu.org>. In addition to other functions, the BCU Online and Mobile Services allows you to view balances, transfer funds, deposit funds and track recent account activity for your accounts from your mobile device or home computer.

HOW TO ACCESS BCU MOBILE BANKING

You must be a BCU Member to access Online Services. Once you are a member you may register for Online and Mobile Services with BCU from a personal computer, Mobile Device, at <http://mybcu.org> or use the enroll option found within the Mobile Application.

RELATIONSHIP TO OTHER AGREEMENTS

You agree that when you use Online Banking services, you will remain subject to the terms and conditions of all existing agreements with BCU. You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers which might impact your use of Mobile Banking. You expressly agree that you are responsible for all such fees, limitations, and restrictions. Additionally, you agree that we may contact you via your mobile device for any purpose concerning your accounts at BCU, including account servicing and collection purposes.

ACCOUNT OWNERSHIP/ACCURATE INFORMATION

You represent that you are the legal owner of the account and other financial information which may be accessed via Online Banking. You represent and agree that all information you provide us in connection with Online Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating Online Banking services. You agree not to misrepresent your identity or your account information.

APPLICATION UPDATES

As updates to the BCU Mobile Application are available, you may receive notification requesting that the latest version of the BCU Mobile Banking Application be downloaded. As we update security features and add new features, you'll want to be sure you have the most current version.

BEST PRACTICES

ALWAYS log out after you have completed your online banking transactions. Do not use a device that has been altered to circumvent the limitations imposed by wireless carriers and manufactures to conduct mobile banking, commonly referred to as a "jailbroken" or "rooted" device to conduct mobile banking. Do not save your credential information in the online banking application User ID and Password fields.

MEASURES TO MAINTAIN MY PRIVACY AND SECURITY

Your information is only sent through secure channels. BCU Online and Mobile Services do not store any personal information such as email, phone number or address. None of your financial information is saved on your phone or computer unless you save it somewhere yourself. Some 3rd party web applications such as Mobile Lending, FisDigitalPayments, Zelle, Billpay (with contacts import enabled), and other 3rd party applications allowing import user's contacts. For example: contact names, message history, or social graph information such as usernames, contact recency, contact frequency, interaction duration, or call history. Please ensure you are reading terms and conditions for any 3rd party applications for this type of information sharing disclaimer.

WITHDRAWING CONSENT

You understand that you may not withdraw consent as to the disclosures we will provide to you at this time with your request. The legal validity and enforceability of prior electronic Disclosures will not be affected.

CHANGES TO YOUR CONTACT INFORMATION

You agree to notify us promptly of any change in your e-mail address or mailing address. If you have not notified us of a change in your e-mail address or mailing address, you agree that your failure to provide us with a good e-mail address is the lack of ordinary care on your part, and we will not be responsible for any loss that occurs because of this failure. If we become aware that you're not receiving your e-Statement(s), we will send your Statement(s) to you via U.S. Mail to your last address known to us, and any Statement fees will be your responsibility. You may contact Beacon Credit Union at **(434) 237-1566** or **(800) 868-6655** or visit a branch location regarding any such changes.

CONSENT

By completing and submitting your request, you acknowledge that you can access the Electronic Disclosures in the designated formats described above. Additionally, you consent to having all disclosures provided or made available to you in electronic form, and to doing business with Beacon

Credit Union electronically.