



FORT COMMUNITY CREDIT UNION

[Consumer Online Banking Enrollment General Terms and Conditions](#)

[Member Specific Online Banking General Terms and Conditions](#)

[FCCU Mobile Check Deposit User Agreement](#)

Consumer Online Banking Enrollment General Terms & Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF FORT COMMUNITY CREDIT UNION'S ONLINE BANKING AND MOBILE BANKING APPLICATION.

BY ACCESSING OR USING THIS SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY FORT COMMUNITY CREDIT UNION (FOR PURPOSES OF THESE TERMS AND CONDITIONS THE TERM "FCCU" INCLUDES FORT COMMUNITY CREDIT UNION AFFILIATES, AS APPLICABLE) FROM TIME-TO-TIME AND POSTED ON THIS SERVICE.

No Warranties. Although FCCU attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") on the SERVICE, it makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. THE SERVICE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE SERVICE AND ITS CONTENTS IS AT THE USER'S SOLE RISK. THE SERVICE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. AS NOTED BELOW, FCCU ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY.

Finally, without limitation as to the foregoing, in regard to **Limitation of Liability:** IN NO EVENT WILL FCCU OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF THE SERVICE OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION,

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THIS SERVICE OR ANY SERVICE OPERATED BY ANY THIRD PARTY OR ANY CONTENTS OF THIS SERVICE OR ANY OTHER SERVICE, EVEN IF FCCU IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Use of SERVICE. Contents are included in this SERVICE solely for the personal use of SERVICE users. You may not copy (other than a copy for personal use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, or republish any of the Contents of this SERVICE without the prior written consent of FCCU, which may be withheld in its sole discretion.

Copyrights and Other Intellectual Property. Except where otherwise expressly noted or as noted below, all Contents of this SERVICE, including the graphics, icons and overall appearance of the SERVICE, are the sole and exclusive property of FCCU and/or its subsidiaries or affiliates. Certain use of FCCU's trademarks and/or service marks are also listed below. The posting of the Contents of this SERVICE neither constitutes a waiver of any of FCCU's proprietary rights or any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppels, or otherwise of any such rights or of any license to the SERVICE user or to any third party. Contents of this SERVICE are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark or similar notice from any Contents you obtain from the SERVICE.

The display of third party trademarks within this SERVICE does not grant a license of any kind to the reader. Any downloading of material contained in the site; or of any site linked to the site, may be a violation of federal trademark and copyright laws. Any downloading of Contents of this SERVICE or any SERVICE linked to this SERVICE may be a violation of federal and other trademark laws and federal copyright laws.

Links to Other SERVICES. FCCU may establish links between this SERVICE and one or more SERVICES operated by third parties. FCCU has no control over any such other SERVICES or the contents therein. The existence of any such links shall not constitute an endorsement by FCCU of such SERVICES, the contents of the SERVICES, or the operators of the SERVICES.

Transmissions to and from this SERVICE. Except where expressly indicated otherwise, transmissions to and from this SERVICE or directed to FCCU, including E-mails, are not sent in a secure form and can be intercepted by third parties and may not be immediately received by the appropriate

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

business unit at FCCU. Please do not use E-mail to send us supps which contain confidential information, which we require to be in writing, or which need our immediate attention. Please call 920-563-7305 or write us instead at this address: FCCU, 800 Madison Ave., Fort Atkinson, WI 53538, Attention: Mobile Banking Customer/Member Service.

Any transmission to this SERVICE, including E-mails shall be deemed and remain the property of FCCU. FCCU shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided by a SERVICE user to FCCU through this SERVICE.

Modifications. FCCU may at any time make modifications, changes, and alterations to the Contents of this SERVICE, including these Terms and Conditions, without prior notice. You are responsible for regularly reviewing these terms and conditions. Your continued use of this SERVICE following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes, or alterations.

Governing law. These Terms and Conditions shall be governed by and construed in accordance with the law of the state of Wisconsin, without regard to the conflict of laws thereof, and to the laws of the United States.

Venue. Disputes arising from the use of this SERVICE shall be exclusively subject to the jurisdiction of any federal or state court for the State of Wisconsin.

Severability. To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

Waiver. No waiver by FCCU of any right under or term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at that time or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

Service Contact. You may contact FCCU by email or by phone:

Email: memberservices@fortcommunity.com

Phone: 920-563-7305

fortcommunity.com • (920) 563-7305





Member Specific Online Banking General Terms and Conditions

By enrolling in or logging in to use FCCU's Online Banking service, you, the user of one or more FCCU Online Banking services, agree to the following terms and conditions and acknowledge receipt of the following agreements and disclosures.

You consent to receive in electronic form all documents that the Credit Union is required or permitted to give you in writing. Further details about this election, including technical requirements and how to opt out and obtain Credit Union documents in paper rather than electronic form, are found in the Electronic Document Election section below.

You consent to the terms of use of all FCCU Online Banking services that you elect to use. Detailed terms of use governing available FCCU Online Banking services, including applicable Electronic Funds Transfer disclosures, are found in the Online Banking EFT Services section below.

FCCU also makes other electronic banking services available outside the scope of the Electronic Funds Transfer Act and its implementing regulations. Information about and terms of those services are found in the Additional Online Banking Services section below.

General Terms. "FCCU," "we," "us" and "our" mean FCCU and any third party with which FCCU has contracted to provide Online Banking services. "Authorized person" or "you" means the member, any joint owner, and any authorized person (such as the holder of a power of attorney) who in FCCU's records is authorized to transact on any accounts maintained under a member number. "Access device" means any device used along with your username and password to enroll in or log into FCCU Online Banking. Access devices may include personal computers, internet-enabled mobile devices such as tablets or smartphones, or other internet-enabled devices that may become available in the future.

You agree not to copy, reproduce, distribute or create derivative works from the content of the Online Banking services or to reverse engineer or reverse compile any technology used to provide the Online Banking services.

FCCU uses industry-standard technology and security measures to provide Online Banking. Keeping your FCCU Online Banking activity safe and secure is among FCCU's highest priorities. However, due to risks inherent in use of computer technology, mobile devices and the internet, FCCU cannot and does not guarantee that your use of Online Banking will be absolutely secure.

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

FCCU EXPRESSLY DISCLAIMS TO THE FULL EXTENT ALLOWED BY LAW WITH RESPECT TO OUR ONLINE BANKING SERVICES: (1) ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (2) ANY WARRANTY THAT OUR ONLINE BANKING SERVICES WILL OPERATE ERROR-FREE AND WITHOUT INTERRUPTION. The Error Resolution section of the Online Banking EFT Services section of this document covers your right to dispute unauthorized activity and other errors that occur in Online Banking.

Depending on the access device you use to access Online Banking, your use may result in charges being assessed by your internet service provider, mobile telephone service provider or other provider. You are solely responsible for fees assessed by third parties in connection with your use of Online Banking. Any fees that may be assessed by FCCU in connection with your use of Online Banking are disclosed in the most recent published version of our Fee Schedule. You can view the Fee Schedule online or request a copy by calling 920-563-7305 or by visiting any FCCU branch location.

You are solely responsible for the installation or set-up, operation and maintenance of, and payment for, all third-party hardware, equipment, software, connectivity, and all other equipment and services that you use to access Online Banking. FCCU will have no responsibility or liability for errors or problems that result from your use of third-party products or services to access Online Banking. Our sole liability with respect to your use of Online Banking will be to correct errors that we make and of which you give us timely notice of.

If you notify us that you are experiencing technical difficulty with a FCCU-provided access device, system or application, such as our Mobile Banking application, you can contact us and we will make a good faith effort to correct the problem if we determine it is caused by a circumstance or condition within our control.

We can ask you to comply with our security and identity verification procedures before we allow you to access Online Banking, obtain information about your FCCU financial services, or change your contact information.

We may change any term of this document by providing you with any advance written notice required by law.

We may suspend or cancel this Agreement and your use of FCCU's Online Banking services with or without notice if any of the following occurs:

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

1. You breach this or any other agreement with FCCU (including loan agreements);
2. We have reason to believe there may be unauthorized use of your Online Banking username or password;
3. We have been notified that there are conflicting claims to funds in any FCCU account of yours;
4. Suspension or termination is necessary to preserve the security of FCCU accounts or systems; or
5. Any authorized person asks us to do so.

Termination or suspension of this Agreement or of your use of FCCU's Online Banking service will not relieve you of any obligation incurred prior to the termination or suspension.

Unless otherwise required due to the laws of your state of residence, Wisconsin and applicable federal law, including but not limited to Consumer Financial Protection Bureau Regulation E, govern this agreement. If any provision is found to be unenforceable, the remaining provisions will continue in effect.

FCCU's business days are Monday through Friday, excluding federal holidays. We may be open to provide services on other days, but we do not consider them "business days" as that term is used in this document.

If you become indebted to FCCU as a result of your use of Online Banking and do not pay what you owe us upon our demand, you agree that we can, unless prohibited by law or the governing account agreement, recover all or part of your unpaid debt from any FCCU share account in which you have an interest, without notice to you and without waiving other rights we have to collect what you owe us. You agree to pay any reasonable collection costs we incur before we take legal action to collect what you owe FCCU. If FCCU takes legal action to collect what you owe us, you agree to pay our reasonable attorney's fees and court costs in addition to any other remedy the court finds proper.

Electronic Document Election. By enrolling in FCCU Online Banking and opting into e-statements and notices, you waive your right to receive paper documents from FCCU and agree that FCCU may electronically provide to you any document that we are required or are permitted to provide to you in writing. Documents include but are not limited to periodic account and loan statements, agreements and disclosures governing your FCCU products and services, change-in-terms notices, escheat notices and year-end reports to taxing authorities ("Documents"). FCCU may at our sole

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

option elect to deliver some or all Documents in paper form, either by delivering them to you personally or mailing them to you at your most recent postal address in our records.

Electronic Documents will have all the same information as paper Documents, though the formatting may differ in some cases. You will have the same opportunities to contact FCCU about any errors or questions about your Documents.

To receive and view Electronic Documents, you will need an access device, username and password, internet access, a recent version of Adobe Acrobat or other software that allows you to read and save PDF files, a supported mainstream browser capable of handling encrypted transmissions, and a valid e-mail address. Electronic Documents are designed to display on a computer screen. Although you may be able to retrieve Electronic Documents on a mobile access device such as a smartphone, the display on a smaller screen may not be optimal.

We deliver Electronic Documents by notifying you at your e-mail address in our records that they are available for pickup via Online Banking or the FCCU Mobile Banking application. You will need to log in using your Online Banking username and password to retrieve and view your Electronic Documents. You can retain copies of Electronic Documents by printing them or saving them to your computer or any other device that allows you to store electronic files.

You can request a paper copy of any Electronic Document we send you by submitting a request via the secure Online Banking system, by telephone at 920-563-7305, or in person at any FCCU branch location.

You may at any time opt out of receipt of Electronic Documents from FCCU. To opt out and request that FCCU instead provide all documents to you in paper form, any authorized person can submit a request via the secure Online Banking system, write us or give us your instruction in person at any FCCU branch location. The most recent election in our records will determine whether you receive paper or Electronic Documents from FCCU. If there is more than one authorized person associated with your member number, we will follow the most recent instruction in our records. If we receive conflicting instructions, we will send paper Documents to the most recent postal address we have in our records for the member associated with the member number.

If you change your e-mail address and wish to continue to receive Electronic Documents, you must give us your updated e-mail address. You can tell us your updated e-mail address via the secure Online Banking system or in person at any FCCU branch location. If we attempt to e-mail notices to

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

you and they are returned due to an invalid e-mail address, we may immediately resume sending paper Documents. At our sole option, we may attempt to reach you by telephone or postal mail to obtain an updated e-mail address before we begin sending paper Documents.

If FCCU sends you paper Documents, whether because you opt out of receipt of Electronic Documents or because you fail to maintain a valid e-mail address in our records, paper Document fees may apply. Any paper Document fees are disclosed on the Fee Schedule.

Online Banking EFT Services. This section covers FCCU's Online Banking services that are subject to the Electronic Funds Transfer Act and Consumer Financial Protection Bureau Regulation E. Online Banking EFT Services allow you to access your FCCU accounts and make payments over the internet using an access device with your username and password. Some Online Banking EFT services may not be available on all access devices. Services in the Additional Online Banking Services are available as a member convenience as part of our Online Banking suite of services but are not considered "Electronic Funds Transfers" under applicable law.

Establishing Online Banking (Including Mobile Banking). To use any FCCU Online Banking service, you must enroll. To enroll, you must use a personal computer with internet access and a supported mainstream browser capable of handling encrypted transmissions, or you may download the FCCU Mobile Banking application from the Apple or Google Play store to your mobile or tablet device. You will also need your account number, date of birth and social security number. During the enrollment process, you will select an alphanumeric username and an alphanumeric password for subsequent access to Online Banking. Once Online Banking enrollment is complete, you will need only an access device and your username and password to log on for future sessions.

Keeping Your Access Devices and Passwords Safe. To minimize the risk of unauthorized use of EFT access devices, usernames and passwords, you agree to follow these rules:

1. Never keep written usernames or passwords with or near your access devices.
2. Do not let others watch you key in your username or password.
3. Do not allow internet service providers or third-party payment application providers to "remember" or "save" your username and password on access devices. Memorize and re-enter this information each time you log in.
4. The only time you should provide your password to FCCU is when you are logging into use Online Banking. FCCU will never ask you for your password in person, by mail, by e-mail, or by telephone. Any e-mail or postal mail requesting your Online Banking password is

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

fraudulent. Should you receive such as request, DO NOT release your information, but please notify FCCU as soon as you can.

5. If you voluntarily give a third party your FCCU username and password or an access device that does not require entry of your username and password to access FCCU Online Banking, you are giving that person permission to conduct any transaction you could conduct yourself and you are responsible for all transactions initiated by that person. See Your Responsibility for Unauthorized EFTs below for more information.

Available Online Banking EFT Services. Once you are logged into Online Banking, you can perform the following electronic fund transfers:

1. Transfer funds between FCCU accounts;
2. Transfer funds from your FCCU account to External Accounts (accounts you have at other financial institutions) or Contacts (individuals with accounts at FCCU or another financial institution);
3. Transfer funds from your checking, regular share savings or money market accounts to pay your FCCU loans;
4. Verify loan and account balances, prior year and year-to-date dividends, and last check clearance status;
5. Review transaction history;
6. Open and fund additional credit union accounts with the same combination of owners and beneficiaries (except IRA, ESA, and HSA Accounts);
7. Install third-party applications such as PayPal®, Apple Pay and Google Pay® on your supported mobile device to initiate payments from your FCCU checking account to third parties that accept such payments (see further information in Third Party Mobile Payment Services below);
8. Pay bills online using the Online Bill Pay (see terms below).

Processing of Transfer Requests.

1. Transfers can be made on a one-time basis. One-time transfers may be immediate or scheduled for a future date. One-time immediate transfers can be made from an FCCU checking, savings, money market to most FCCU accounts.
2. Transfers from a deposit account are immediately reflected in the account's available balance.

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

Scheduled Transfers. Transfers scheduled for a weekend or a non-bank business day will be processed on the prior bank business day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested.

Transfers to Credit Accounts. Funds transferred as a payment to a credit card, line of credit, installment loan or mortgage account before 11:00 p.m. CST will be credited with the date the payment is submitted. Transfer payments submitted after 11:00 p.m. CST will be credited with the next day's date. Updates to credit card accounts may take up to 2 business days.

Transfers to Deposit Accounts. For members having opened their deposit account, funds transferred to that account prior to 11:00 p.m. CST on a business day will appear with the same day's date in the deposit account transaction history. Please note, transfers to any deposit account on a Sunday or bank holiday, will appear with our next business day's date in the deposit account transaction history. All transfers submitted to a deposit account (such as checking, savings, money market) are immediately reflected in the account's available balance.

Transfer/Payment Authorization and Sufficient Available Funds. By accepting these Terms and Conditions you authorize FCCU to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal. The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either; 1) complete the transaction and overdraw the account or 2) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details. If you schedule a payment from an account maintained at another financial institution and there are insufficient funds in that account, you may be charged a fee by that financial institution. At our option, we may make a further attempt to issue the payment or process the transfer request. FCCU is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

Canceling Transfers and Payments.

1. **Online Bill Pay.** In order to cancel a payment (including a payment you scheduled from an account maintained at another financial institution), you must sign into FCCU Online or Mobile Banking and follow the directions provided on the Bill Pay screens. The cancel feature is found in the Payment History or Recurring Payments sections. Future-dated payments can be cancelled prior to 4:00 p.m. CST on the third bank business day prior to the scheduled delivery date.
2. **One-Time and Recurring Online & Mobile Transfers.** You cannot cancel a one-time immediate transfer after it has been submitted in Online or Mobile Banking and the information has been transmitted to us. Future-dated and recurring transfers can be canceled prior to midnight ET on the bank business day prior to the date the transfer is scheduled to be made.

Alternative Cancellation Methods. The easiest and most convenient way to cancel a payment or transfer are through the methods described above. However, you may request to cancel a scheduled or recurring payment or a future-dated transfer by calling us at 920-563-7305. We must receive your request three (3) bank business days or more before the payment or transfer is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you call or write to cancel a payment or transfer that is pending, you will be charged for a stop payment in accordance with the agreement for the appropriate linked account.

Limitations and Dollar Amounts for Transfers and Payments

Transfers and Payments made using Online or Mobile Banking are subject to the following limitations:

1. Bill payments can be for any amount between \$1.00 and \$2,500.00.
2. One-time immediate transfers between linked FCCU accounts can be for any amount between \$0.01 and \$99,999.00.
3. Scheduled transfers between linked FCCU accounts can be for any amount between \$0.01 and \$99,999.00.
4. One-time and recurring External transfers (debits) are limited to \$2,000 per day and \$10,000 monthly.
5. All transfer limits are subject to temporary reductions to protect the security of member accounts and/or the transfer system.
6. At the FCCU discretion, we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate transfer arrangements.

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

Online Bill Pay Terms of Use. With Online Bill Pay you can use your access device to log into Online or Mobile Banking with your username and password to pay bills from your FCCU Checking Account. Online Bill Pay does not access savings or money market accounts. You can establish one-time recurring payments for variable amounts on the schedule and frequency you desire. You can also choose to pay bills individually as you receive them or schedule payment of certain bills automatically each month in a fixed amount. All Online Bill Pay history is retained within the Bill Pay platform.

The Online Bill Pay platform will tell you the estimated amount of time it will take for your payments to reach your payees. You are responsible for scheduling bill payments to arrive at your payees on time. FCCU will not have any liability to you or to any third party arising out of your use of Online Bill Pay except for actual damages (limited to late fees and interest) arising out of our failure to timely and accurately process a bill payment consistent with the instructions you enter. In no event will we be liable for alleged consequential, special, indirect or punitive damages arising out of your use of Online Bill Pay, such as alleged lost business opportunities or alleged harm to your credit standing. See Bill Pay Terms and Conditions.

Third Party Mobile Payment Services. If you want to use a registered mobile device to initiate PayPal®, Google Pay®, Apple Pay ® or similar payment transactions processed by a third party, you will need to download those third-party payment applications to your device. To establish a FCCU account as your payment source, you will need to enroll that account as your source account using the third-party payment application.

Your use of third party mobile payment software applications and payment processing services will be subject to separate agreements with the third parties regarding licensing and terms and conditions of use. You are solely responsible for you use of and compliance with such third-party applications, services and agreements. FCCU expressly disclaims any liability with respect to your use of such third-party applications and services, other than for our failure to accurately follow payment instructions you initiate within FCCU's Online Banking service. The third-party payment application provider has sole control over, and sole responsibility for, the functionality and security of its applications, the support of its applications, and the designation of devices on which its applications can be installed.

Fees. FCCU does not assess fees for Online Banking or the FCCU Mobile Banking application. Online Bill Pay fees may apply due to inactivity. See current fee schedule. You should note that depending on how you access Online or Mobile banking you might incur charges for:

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

1. Normal account fees and service charges.
2. Any Internet service provider fees.
3. Purchase of computer programs such as Personal Financial Management (PFM) software.
4. Fees may be assessed for added self-service features available through Online or Mobile Banking member service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Agreement.
5. An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.
6. We may charge you a research fee of \$15.00 per hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

Documentation of Online Banking Transactions. Online Banking transactions will be reflected on your periodic statements, and you can use Online Banking to review your account history at any time.

Your Liability for Unauthorized Online Banking Activity. Notify us immediately if you believe an unauthorized person has gained access to your access device, username or password or there has been or may be unauthorized Online Banking activity on any FCCU account of yours. You can reach us at 920-563-7305. If you do not tell us promptly, you could lose all of the money in your account(s) plus any available credit limit or funds in accounts linked as overdraft protection sources to the account subject to unauthorized access.

When you give someone your online or mobile Banking ID and passcode, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs; even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every online or mobile banking session. Tell us AT ONCE if you believe there have been unauthorized transfers to or from your account. If you tell us within two (2) business days of discovery, you will not be liable for more than

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

\$50.00 for unauthorized electronic transfers to or from your account. If you do not tell us within two (2) business days of discovering the unauthorized electronic transfer, and we can prove that we could have stopped someone from accessing your account without your permission if you told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

Our Liability for Failure to Complete Transactions. If we do not complete a transaction to or from your account on time, or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable:

1. If, through no fault of ours, you don't have enough available funds in your account (or available funds under your overdraft protection plan), or credit to cover the transaction or transfer
2. If mobile Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer
3. Money in your account is subject to legal process or other claim;
4. We have blocked access to your account due to your failure to meet your obligations to us;
5. We have blocked the username or password you are attempting to use due to its having been report to us as lost, stolen or otherwise subject to access by an unauthorized person;
6. If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken
7. If there are postal delays or processing delays by the Payee
8. We establish other lawful exceptions and give you legally required advance notice of them. In no event will FCCU be liable for consequential, indirect or punitive costs or damages that you claim resulted from our failure to properly process your Online Banking transactions. We will carry out instructions the Online Banking system receives. We will not incur liability for doing so in a reasonable manner. You agree to defend, indemnify and hold FCCU and our third-party service providers harmless from all costs, claims, damages or liability to which we become subject as a result of carrying out in a reasonable manner instructions received through Online Banking.

Privacy. With respect to EFTs, in the ordinary course of business, we will disclose information to third parties about your accounts or the transfers you make:

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

1. When necessary to complete transfers or investigate claims of unauthorized activity or other errors;
2. To verify the existence and condition of your account for third parties such as consumer reporting agencies or merchants;
3. To comply with valid government agency or court orders; or
4. If you give us your written permission.

Please refer to our Privacy Policy for a comprehensive discussion of FCCU's policies on maintaining the privacy of your personal and financial information. Please note: if you use our mobile banking application on your mobile device and opt-in to allow us to use your location data, we may collect and process information about your actual location. We use this opt-in data to provide relevant messaging, even when the app is not open on your screen, to tailor our products and services for you, and to occasionally offer you promotions of interest. You can enable or disable access to this information at any time, through your device settings.

In Case of Errors or Questions About Your Online Banking Electronic Fund Transfers.

If you think that an Online Banking transaction shown on your statement is wrong, or if you need more information about an Online Banking transaction, contact us at 920-563-7305.

We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. If you tell us verbally, we may require that you send us your complaint or question in writing within ten business days. We will tell you the results of our investigation within ten business days after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not provisionally credit your account while we investigate.

If we decide there was not error, we will give you a written explanation of our investigation within three business days of completing it. You may ask for copies of the documents that we used in our investigation.

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

Additional Online Banking Services. In addition to Online Banking electronic fund transfers, you can log into FCCU's secure Online Banking system to perform the following additional activities:

1. Apply for a consumer loan;
2. Create a new share account;
3. Enroll in e-mail or text account alerts;
4. View e-statements;
5. Order checks;
6. View cleared check images;
7. Use the Online Bill Pay feature to set up electronic bill presentment from participating billers;
8. Update your personal information including your name, postal address, e-mail address and telephone number
9. Update your Online Banking access credentials;
10. Exchange secure messages with Credit Union personnel ; and
11. Manage your debit and credit cards.

FCCU Mobile Check Deposit User Agreement

This Agreement contains the terms and conditions for the use of Fort Community Credit Union ("FCCU", "us," or "we") Mobile Check Deposit and/or other remote deposit capture services that we or our affiliates may provide to you ("you," or "User"). Other agreements you have entered into with FCCU, including the Membership & Account Agreement, Electronic Funds Transfer Agreement and other Disclosures governing your FCCU account, are incorporated by reference and made a part of this Agreement.

Service. The mobile check deposit service ("Service") is designed to allow you to make deposits to your checking or savings accounts or make loan payments from your smart phone by taking a picture of the check(s) and delivering the images and associated deposit information to FCCU or FCCU's designated processor. There is currently no charge for the Service.

Acceptance of these Terms. Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email or on our website(s) by providing a link to the revised Agreement. Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, FCCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Services will indicate your acceptance of any such changes to the Service.

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Service as "For Mobile Deposit at FCCU" or as otherwise instructed by FCCU. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

Limitations of Service. When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

Eligible items. You agree to deposit only checks as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the image of the check transmitted to FCCU shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Wisconsin. Each check will require a separate transaction via Mobile Deposit.

Unacceptable Items for Deposit. You agree that you will not use the Service to deposit any checks or other items as shown below:

1. Checks or items payable to any person or entity other than you.
2. Any check or items drawn on your account that you are depositing to that same account.
3. Checks or items containing evidence of alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
4. Checks or items previously converted to a substitute check, as defined in Reg CC
5. Checks or items drawn on a financial institution located outside the U.S.
6. Checks or items that are remotely created checks, as defined in Reg CC.
7. Checks or items not payable in United States currency.
8. Any check that is "stale dated", expired or "post dated", or is dated more than 6 months prior to the date of deposit.
9. Any check that is "non-negotiable" (whether stamped in print or as a watermark).
10. Any check that is incomplete
11. US Savings Bonds.
12. Any check on which a stop payment order has been issued or to which there are insufficient funds.

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

Image Quality. The image of an item transmitted to FCCU using the Service must be legible. The image quality of the items must comply with the requirements established from time to time by, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Receipt of Items. We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from FCCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

Availability of Funds. You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Service will be subject to a five business day hold. FCCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as FCCU, in its sole discretion, deems relevant.

Disposal of Transmitted Items. Upon your receipt of a confirmation from FCCU that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID". You agree to securely store each original check that you deposit using Mobile Deposit for a period of at least 15 days after transmission to FCCU. After 15 days have passed since you transmitted the original check, you will properly dispose of the item to ensure that it is not represented for payment. You agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to FCCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for FCCU's audit purposes.

Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. The default daily dollar limit is \$1,000. The total monthly dollar limit is \$3,000. Please contact member services at 920-563-7305 if you would like to request to have your individual limits raised.

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

Hardware and Software. In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by FCCU from time to time. FCCU is not responsible for any third party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

Errors. You agree to notify FCCU of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable FCCU account statement is sent. Unless you notify FCCU within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against FCCU for such alleged error.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in FCCU's sole discretion subject to the Membership & Account Agreement and Disclosures governing your account.

Ownership & License. You agree that FCCU retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to FCCU's business interest, or (iii) to FCCU's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR- FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

fortcommunity.com • (920) 563-7305





FORT COMMUNITY CREDIT UNION

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE

TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FCCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

User warranties and indemnification. You warrant to FCCU that:

1. You will only transmit eligible items.
2. Images will meet the image quality.
3. You will not transmit duplicate items.
4. You will not deposit or represent the original item.
5. All information you provide to FCCU is accurate and true.
6. You will comply with this Agreement and all applicable rules, laws and regulations.
7. You agree to indemnify and hold harmless FCCU from any loss for breach of this warranty provision.

Other terms. You may not assign this Agreement. This Agreement is entered into in the State of Wisconsin, and shall be governed by the laws of the State of Wisconsin and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

Service Contact. You may contact FCCU by email or by phone:

Email: memberservices@fortcommunity.com

Phone: 920-563-7305

fortcommunity.com • (920) 563-7305

