

Family Security Credit Union FSCU@HOME Internet Banking and FSCU Mobile Agreement

This FSCU@HOME Internet Banking and FSCU Mobile Agreement (“Agreement”) is a contract between you and Family Security Credit Union which establishes terms and conditions for the use of Family Security Credit Union's Electronic Banking Services made available to you through FSCU@HOME internet banking and FSCU Mobile. In addition to this Agreement, the use of Family Security Credit Union's Electronic Banking Services is governed by other agreements between you and Family Security Credit Union, including the Master Account Agreement, the Funds Availability Disclosure, and any other Account Opening Documentation. When you click on the submit button, you will complete your registration to receive the Electronic Banking Services, and you accept and agree to comply with the terms and conditions of this Agreement, including any amendments and supplements to this Agreement or any changes thereto. If you do not accept and agree to all of the terms, you will not be entitled to use the Electronic Banking Services. You can review, download and print the most current version of this Agreement at any time at www.myfscu.com. You should print a paper copy of this Agreement and retain a copy for your records.

1. Definitions. In this Agreement, the following terms have the following meanings: “you” and “your” mean the person who enrolls in or uses the FSCU@HOME internet banking and FSCU Mobile application. “We,” “us,” and “our” mean Family Security Credit Union. “Family Security Credit Union Electronic Banking Service” or “Electronic Banking Service” means each of the products and services we or our service providers offer that you may use, access or enroll in through FSCU@HOME internet banking and FSCU Mobile using the Internet, a website, email, a mobile device, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), as further described herein. “Accounts” means the accounts on which you are the owner or co-owner or Responsible Individual or Authorized Signer or Custodian or Trustee at Family Security Credit Union, and for which Electronic Banking service is available. “FSCU@HOME” refers to the FSCU@HOME internet banking website and web pages accessible through www.myfscu.com that may be used to access your Account(s) and the Electronic Banking Services online. “Mobile Device” means a cellular telephone or similar wireless communication device, including, but not limited to, a tablet or similar device, onto which you have downloaded software or a mobile application provided by us (“**Software**”) for the purpose of accessing FSCU Mobile. A “Mobile Device” may also include a cellular telephone, tablet or similar wireless communication device that is capable of conducting transactions through SMS text messaging or by accessing the FSCU Mobile application. “Communications” means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information that we are required by federal or state law to provide to you in writing absent your consent to receive such communications from us electronically. For avoidance of doubt, such “Communications” do not include periodic statements unless you have affirmatively opted-in to receiving E-Statements.

2. Acceptance of these Terms. Your use of the Electronic Banking 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 e-mail or on our website(s) by providing a link to the revised Agreement or by an online secure message. Your continued use of the Electronic Banking Service will indicate your consent to be bound by the revised Agreement. Further, Family Security Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Electronic Banking Service. Your continued use of the Electronic Banking Service will indicate your acceptance.

3. Electronic Delivery of Disclosures and Notices Consent. As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts using our Electronic Banking Services. Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information “in writing” in connection with our Electronic Banking Services – which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use Electronic Communications in our relationship with you. By enrolling for FSCU@HOME internet banking and FSCU Mobile, you are acknowledging that you have reviewed, read and agree to this **ELECTRONIC DELIVERY OF DISCLOSURES AND NOTICES CONSENT**. You are further confirming that you have the hardware and software described below, that you are able to receive and review Electronic Communications in the manner we have described below, and that any email address or mobile phone number(s) you have provided us are active and valid. You are also confirming that you are authorized to, and do, consent on behalf of all other account owners, authorized signers, Authorized Representatives, Custodian, Trustees, and/or service users identified with your Electronic Banking Service. In this disclosure and consent:

- A. **Your consent to use Electronic Communications; Choosing to receive Communications electronically or in writing.** In our sole discretion, the Communications we provide to you, or that you agree to at our request, may be in electronic form (“Electronic Communications”). These Communications, include, but are not limited to:
- a. This Electronic Delivery of Disclosures and Notices Consent and any subsequent amendments;
 - b. Our FSCU@HOME internet banking and FSCU Mobile Agreement, other service or user agreements for online or mobile access to our Electronic Banking Services accessible solely through our Electronic Banking Services, and all amendments or addendums to any of these agreements;
 - c. All of the Communications related to any Electronic Banking Service;
 - d. All of the disclosures and notices we are required to provide to you concerning your Electronic Banking Service or your membership with us, including our privacy policy, and notices in connection with annual or special membership meetings;
 - e. Any notice or disclosure regarding fees or assessments of any kind, including late fees, overdraft fees, over limit fees, and returned item fees;
 - f. Any member service communications, including, without limitation, communications with respect to claims of error or unauthorized use of the Electronic Banking Services;
 - g. Notices of amendments to any of your agreements with us; and
 - h. Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion, in connection with our Electronic Banking Services.

Electronic Communications may be delivered to you in a variety of ways. Electronic Communications may be posted on the pages of FSCU@HOME internet banking website or other website disclosed to you and/or delivered to the email address you provide. An Electronic Communication sent by email is considered to be sent at the time that it is directed by our email server to the appropriate email address, whether or not you received the email. An Electronic Communication made by posting to the pages of our FSCU@HOME internet banking website is considered to be sent at the time it is posted and

made available for viewing. You agree that these are reasonable procedures for sending and receiving electronic communication. In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available. We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically. Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

- B. **Your option to receive paper copies.** If we provide Electronic Communications to you, and you want a paper copy, please contact us at 800-239-5515. Upon request, paper copies will be mailed to you. There may be a fee associated with requests for paper copies of periodic statements. Please refer to the Truth in Savings Disclosure and Fee Schedule for the applicable Electronic Banking Service for any fee that may apply for paper copies.
- C. **Your consent covers all Electronic Banking Service.** Your consent covers all Communications relating to any Electronic Banking Service. Your consent remains in effect until you give us notice that you are withdrawing it. From time to time, you may seek to obtain a new Electronic Banking Service from us. When you do, we may remind you that you already have given us your consent to use Electronic Communications. If you decide not to use Electronic Communications in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other Electronic Banking Service.
- D. **You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.** You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal may result in the termination of:
 - a. Your access to our Electronic Banking Services, including FSCU@HOME internet banking and FSCU Mobile; and
 - b. Your ability to use certain Electronic Banking Services.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. To withdraw your consent:

- a. You must contact us at 800-239-5515 or write us at Family Security Credit Union, Attn: Member Services, 2204 Family Security PI SW, Decatur, AL 35603.

Along with your withdrawal request, you must provide your name, mailing address, daytime telephone number, and a description of the accounts for which you are withdrawing your consent.

- E. **You must keep your email or mobile phone number(s) current with us.** If you have given us an email address or mobile phone number(s), you must promptly notify us of any change in your email address or mobile phone number(s). You may change the email address we have on record for you within FSCU@HOME internet banking website. You may change the mobile phone number(s) we have on record for you by going to the settings page within FSCU@HOME internet banking website for each Electronic Banking Service you have linked to that number. There may be other Electronic Banking Services for which we provide separate instructions to update your email or other mobile phone number(s).
- F. **Hardware and software you will need.** You also confirm that your computer or electronic device meets the specifications and requirements listed below, and permit you to access and retain the disclosures and notices electronically.
 - a. An internet browser that supports 128-bit or higher encryption.
 - b. An email account and email software capable of reading and responding to your email.
 - c. A personal computer or a mobile phone or tablet device, operating system and telecommunications connections to the Internet capable of supporting the foregoing that meets our system requirements, as may be set out on our website.
 - d. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
 - e. A printer that is capable of printing from your browser and email software.
- G. **Changes to hardware or software requirements.** If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Banking Services after receiving notice of the change is reaffirmation of your consent.

4. What this Agreement Covers. Your use of our Electronic Banking Services is governed by the terms contained herein and the following, which are considered part of this Agreement: (i) the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using any of our Electronic Banking Services; (ii) our rules, procedures and policies, as amended from time to time, that apply to any of our Electronic Banking Services; and (iii) state and federal laws and regulations, as applicable. Each of your Accounts and Electronic Banking Services will also continue to be subject to the Master Account Agreement and Funds Availability Disclosure that applies to it, and you and we agree to be bound by and comply with the terms of the Master Account Agreement. Unless this Agreement specifically states otherwise, if there is a conflict between the terms and conditions contained in this Agreement and the terms and conditions of the Master Account Agreement between you and us, or any other such agreement has terms that are not specifically addressed in this Agreement, then the Master Account Agreement will control and take precedence.

5. Ownership, Control and Access to Accounts.

- A. For Account(s) owned by more than one person, each owner individually has the right to provide Credit Union with instructions, conduct any transaction, make any decision, obtain any information or make any request associated with their Accounts. We may act on the instructions of any owner without having liability to any owner. Please refer to the specific Account Documentation for your Accounts and Electronic Banking Services for more details.
- B. You represent and warrant that any Authorized Representative will be acting as your agent and on your behalf, will be bound by this Agreement and any Account Documentation governing the Account, and is fully authorized by you to act based on the rights you delegate to them. An Authorized Representative appointment by one account owner for an Account constitutes an Authorized Representative appointment by all other account owners of that Account.
- C. You acknowledge and agree that all transactions an Authorized Representative performs on an Account, including those you did not want or intend, are for all purposes transactions authorized by you. The account owner(s) of the Account are solely responsible for those transactions and we are not responsible for them except when required by law. To revoke an Authorized Representative's authority to perform transactions on your Account(s) using your own Security Information, you must change your Password within our FSCU@HOME internet banking website and notify us that an Authorized Representative is no longer authorized. If you and we permit an Authorized Representative to establish his or her own Security Information to access your Account(s) using our Electronic Banking Services, you must notify us immediately if such Authorized Representative is no longer authorized to act on

your behalf. Only transactions that you did not want or intend and that the Authorized Representative performs after we have had a reasonable opportunity to act on your notification will be considered an unauthorized transaction.

- D. If you authorize an Authorized Representative to initiate fund transfers or other transactions on an Account, then you are also agreeing that for purposes of such transactions initiated through FSCU@HOME internet banking or FSCU Mobile, the Authorized Representative is an "authorized signer" on the Account, subject to terms of the Account Documentation for your applicable Account. In addition, if you make a person an offline authorized signer on an Account, and that authorized signer enrolls in FSCU@HOME internet banking and/or FSCU Mobile on your behalf, we may treat that authorized signer as an Authorized Representative for purposes of this Agreement.
- E. If you are appointed as an Authorized Representative on an Account, you agree that you will access and use the account in accordance with the authority given to you by the appointing account owner. Each time you access, view or transact on that Account through FSCU@HOME internet banking or FSCU Mobile, you represent and warrant to us that your action is authorized by the appointing account owner.

6. Access to Electronic Banking Services.

- A. **System Availability.** The Credit Union will provide instructions on how to use the Electronic Banking Services. You may access your Account(s) through FSCU@HOME internet banking using your Internet-enabled device, your ISP, your Password and User ID. You may access your Account(s) through FSCU Mobile using an Internet-enabled Mobile Device that supports 128-bit encryption, your Password and your User ID or TouchID. To use FSCU Mobile, you must download our FSCU Mobile application. FSCU@HOME internet banking and FSCU Mobile can be accessed using the same security credentials (User ID and Password). We undertake no obligation to monitor transactions through FSCU@HOME internet banking or FSCU Mobile to determine that they are made on behalf of the Account owner. You will generally be able to access your Account(s) through FSCU@HOME internet banking and FSCU Mobile 24 hours a day, seven (7) days a week. However, availability of the Electronic Banking Services may be suspended for brief periods of time for purposes of maintenance, updating and revising software. We do not specifically warrant that our Electronic Banking Services will be available at all times. During times when our Electronic Banking Services are not available, you may be able to obtain information on your Account(s) by calling us at 800-239-5515, using one of our automated teller machines (ATMs), or visiting a Credit Union branch location in your area during normal business hours.
- B. **Cut-Off Time for Funds Transfers.** The transfer of funds initiated through FSCU@HOME internet banking and FSCU Mobile from one of your Accounts to another of your Accounts (each an "Internal Transfer" and collectively, "Internal Transfers") will generally occur at the time that the Internal Transfer is requested and transferred funds will be available at that time, subject to system availability. Transfers of funds using our Bill Payment services are subject to the cut-off times in the terms of these services. If a payment or transfer is not initiated in accordance with the cut-off times applicable to each Electronic Banking Service, we will not begin processing the payment or transfer until the following Business Day.
- C. **Authorization to Transfer Funds.** You expressly authorize us to debit the appropriate Account in the amount of any funds transfer initiated through our Electronic Banking Services. You agree that we may treat any such funds transfer from an Account the same as duly executed written withdrawal, transfer, check or loan advance and that we may treat any such funds transfer to an Account the same as a deposit or loan payment, all in accordance with the terms of this Agreement and the Account Documentation governing your Account(s).
- D. **Funds Transfers.** You authorize us to select any means we deem suitable to provide electronic funds transfers initiated by you using the Electronic Banking Services. These choices include banking channels, electronic means, funds transfer systems, mail, courier or telecommunications services, intermediary banks and other organizations. Funds transfers to or from your Account(s) will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, FedWire, the National Automated Clearing House, and any regional association (each an "ACH"). The terms of this Agreement are in addition to, and not in place of, any other agreements you have with us regarding electronic funds transfers.
- E. **Funds Availability.** With regard to all Electronic Banking Services transfers, you are responsible for having sufficient and available funds on deposit to make the transfers or payments requested. In our sole discretion, we may refuse to process any transaction that exceeds any limitation set forth in this Agreement. We may deduct payments or transfers from your designated account in connection with any Electronic Banking Services, even if such deduction creates an overdraft. You are liable for all overdraft fees. We reserve the right, and you hereby authorize us, to debit any of your other accounts at Family Security Credit Union to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable account in accordance with your Account Documentation.
- F. **Hardware and Software Requirements for FSCU@HOME Internet Banking.** You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, devices and Internet malfunction or failure of your hardware, software, devices or any internet access services necessary to use FSCU@HOME internet banking. We will not be responsible for failures from the malfunction or failure of your hardware, software, devices or any internet access services. We require your browser to be, at minimum, 128-bit or higher encryption enabled and any other browser requirements as stated in Section 3 subparagraph F. Your access to FSCU@HOME internet banking may be limited, in whole or part, by your method of accessing FSCU@HOME internet banking, as well as by your hardware and software. You are responsible for any defect, malfunction or interruption in service or security due to hardware failure, your choice of ISP, or your choice of systems and computer services. By executing this Agreement you agree and acknowledge that you are solely responsible for acquiring and maintaining the computer, computer equipment, and other electronic devices necessary to access FSCU@HOME internet banking. You also acknowledge and agree that you are responsible for all related costs associated with accessing FSCU@HOME internet banking.
- G. **Hardware and Software Requirements for FSCU Mobile.** You understand you must, and hereby agree, at your sole cost and expense, to use a Mobile Device and software that meets all technical requirements for the proper delivery of FSCU Mobile Services and that fulfills your obligation to obtain and maintain secure access to the FSCU Mobile services. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of your Mobile Device, including, but not limited to, wireless carrier service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of FSCU Mobile. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with FSCU Mobile and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements to your Mobile Device or software. We are not responsible for, any and all claims or damages resulting from, or related to, any computer virus or

related problems that may be associated with using your Mobile Device, electronic mail or the Internet. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device, or failures of or interruptions in any electrical wireless carrier or Internet services.

7. Banking Transactions with FSCU@HOME Internet Banking.

- A. **Account Access.** You may use FSCU@HOME internet banking to access eligible checking accounts, savings accounts, club accounts, daily action accounts, share certificates and individual retirement accounts, as well as consumer loan accounts, certain business loan accounts, and health savings accounts as well as other account types you maintain with us. If you enroll in FSCU@HOME internet banking, any such accounts on which you are named as the owner, joint account owner or Authorized Representative with account access will be automatically displayed to the extent such accounts can be linked to your Member Number. BE AWARE THAT ANY JOINT OWNER OR AUTHORIZED SIGNOR ON AN ACCOUNT, ACTING ALONE, WILL BE AUTHORIZED TO ACCESS A LINKED ACCOUNT UNDER THEIR RESPECTIVE MEMBER NUMBER THROUGH FSCU@HOME INTERNET BANKING
- B. **Description of Electronic Banking Services.** Subject to the terms and conditions of this Agreement, you may use FSCU@HOME internet banking to obtain Electronic Banking Services and perform authorized transactions in connection with your Accounts, including the following:
- View, print and download recent balance and transaction information (in some instances balance and transaction information may only reflect activity conducted through the close of the previous Business Day);
 - Enroll for email and SMS text alerts through FSCU Mobile (e.g., to be notified if an account reaches a certain balance);
 - Transfer funds between your Accounts through our FSCU@HOME internet banking website or by signing up for our SMS text banking service;
 - Freeze and/or unfreeze your Family Security Credit Union Visa® debit card;
 - Make payments from your deposit Accounts (must be savings account, daily action or checking account) to your loan Account or to external loan accounts at other financial institutions;
 - Advance funds out of your revolving loan Accounts to your deposit Accounts;
 - Originate stop payments on issued checks with respect to your Accounts;
 - View, print and download recent Account statements (available only to members who have signed up for E-Statements through FSCU@HOME internet banking or FSCU Mobile);
 - View, print and download images of recently paid checks drawn on your Accounts;
 - Initiate bill payments through our Bill Pay service; and
 - Download your account information to personal management software.

To activate Account alerts, E-Statements, and/or the Bill Pay service, you must separately enroll for each service through FSCU@HOME internet banking. These services may be subject to additional terms and conditions and your use of such Electronic Banking Services will constitute your acceptance to these additional terms and conditions. For additional information about these services, including any fees, terms and conditions that may apply, please click on the links for these services available through FSCU@HOME internet banking.

- C. **Internal Transfer of Funds.** You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments between your Accounts. You may transfer funds among your checking accounts, savings accounts and daily action accounts. NOTE: Because regulations require the Credit Union to limit preauthorized transfers (including FSCU@HOME internet banking and FSCU Mobile transfers) the following limitations apply:
- Share Savings, Club or Daily Action Account.* You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or FSCU@HOME internet banking or FSCU Mobile. *Please note:* if there are not sufficient funds in the account, we cannot complete this transfer. However, future recurring transfers will not be impacted.
- D. **Additional Electronic Banking Services.** The types of Electronic Banking Services we currently offer through FSCU@HOME internet banking are detailed on our FSCU@HOME internet banking website. New services and features may be introduced for FSCU@HOME internet banking from time to time in our sole discretion. The Credit Union will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

8. Banking with FSCU Mobile.

- A. FSCU Mobile is offered as a convenience and supplemental service to our Electronic Banking Services available through FSCU@HOME internet banking. It is not intended to replace access to FSCU@HOME internet banking from your personal computer or other methods you use for managing your accounts with us. Many services that are described in this Agreement or available through FSCU@HOME internet banking website will be available with FSCU Mobile. Such services will be subject to the same terms and limitations described in your Account Documentation. However, not all Electronic Banking Services are available through FSCU Mobile. You may determine which FSCU Mobile services are available for Mobile Devices at any time by logging into FSCU Mobile. See our FSCU@HOME internet banking website or any app store (Apple® App Store, Google® Play, etc.) for further instructions on how to download our FSCU Mobile application to enroll for FSCU Mobile.
- B. Once you enroll for FSCU Mobile, designated Accounts and payees (or billers) accessible through FSCU@HOME internet banking will also be accessible through FSCU Mobile. FSCU Mobile services (e.g., viewing balances, searching for transactions, viewing transactions, internal transfers, SMS text alerts and banking, and the Remote Deposit Capture service), may be added, reduced or modified by us from time to time without prior notice except as required by law. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services. We may also modify, reduce or expand the geographic areas in which we offer FSCU Mobile or any of its functions or services. We reserve the right to refuse to make any transaction you request through FSCU Mobile.
- C. Subject to the terms and conditions of this Agreement and other Account Documentation, you may also use FSCU Mobile to make mobile deposits of checks to your qualifying Accounts using our Remote Deposit Capture service. To activate the Remote Deposit Capture service, you must separately enroll for each service through FSCU Mobile. This service is subject to additional terms and conditions, and your use of such service will constitute your acceptance to these additional terms and conditions. For additional information about this service, please click on the link for the Remote Deposit Capture service available through FSCU Mobile.
- D. We do not guarantee functionality of FSCU Mobile (or any specific Software that we provide with respect to FSCU Mobile) on all

Mobile Devices, on all communication networks, in all geographic regions, or at all times. We may elect to discontinue FSCU Mobile (or any of the services that we provide, from time to time, through FSCU Mobile) at any time. If we choose to discontinue FSCU Mobile, we will provide you with reasonable notice. We make no reservations that any content or use of FSCU Mobile is available for use in locations outside of the United States. Accessing FSCU Mobile from locations outside of the United States is at your own risk.

9. Fees for Electronic Banking Services. There is currently no fee to enroll in FSCU@HOME internet banking or FSCU Mobile, view your Account(s) information, make internal funds transfers between your Accounts or use our Bill Pay Service. There may be other fees associated with your Account(s) or for certain other Electronic Banking Services. Please refer to the Account Documentation governing your Accounts for fee information or contact us at 800-239-5515 if you have questions regarding these fees. You are responsible for any fees or other charges that your wireless carrier may charge for any data or message services related to the use of our Electronic Banking Services, including without limitation, SMS text messaging.

10. Viewing Account Transaction Activity and E-Statements Online.

- A. **Account Transactions Using Electronic Banking Services.** You are responsible for accurately entering all data necessary to perform a transaction in your Account(s) and for verifying all instructions transmitted to us. You will continue to receive your regular statements of your Accounts either monthly or quarterly, depending on the type of account. Your account transactions using our Electronic Banking Services will be indicated on your monthly or quarterly statements.
- B. **Account Transaction Activity.** Through FSCU@HOME internet banking or FSCU Mobile, you may view the transaction activity on any of your Accounts. Such activity will be available for viewing for no less than 90 days. The transaction activity for your Accounts can also be downloaded or printed at your convenience through FSCU@HOME internet banking.
- C. **Description of E-Statements.** You may elect to have your periodic statements and other required disclosures accompanying your periodic statements for certain Account(s) delivered to you electronically in place of paper disclosures ("**E-Statements**"). You may sign up for E-statements at any time through FSCU@HOME internet banking. If you have elected to receive E-statements, you may view your periodic statements and other disclosures that we would otherwise deliver by mail through FSCU@HOME internet banking. Your E-statements can also be downloaded or printed at your convenience. We may, at our option, offer you additional options and preferences for the delivery of various types of communications related to your Accounts. Additional details on E-Statement enrollment are provided on the E-Statement web pages available through FSCU@HOME internet banking.

11. Use of Your Security Information. You are responsible for keeping your Password and User ID ("**Security Information**") and Account information confidential. You further agree to take every reasonable precaution to ensure the safety, security and integrity of such information when using a computer or your Mobile Device to access the Electronic Banking Services, including compliance with any other security procedures and protocols we may require from time to time. In order to protect yourself against fraud, you should adhere to the following guidelines:

- A. Do not give out your account information or Security Information;
- B. Do not leave your computer or Mobile Device unattended while you are logged into the Credit Union's FSCU@HOME internet banking website or FSCU Mobile and log off immediately at the completion of each FSCU@HOME internet banking or FSCU Mobile session;
- C. Never leave your account information within range of others; and
- D. Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.
- E. We recommend that you change your Security Information regularly. You can change your Security Information through the FSCU@HOME internet banking website or by contacting us at 800-239-5515.

Your use of your Security Information shall have the same effect as your signature to authorize instructions you provide us. If you believe your Security Information has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately at 800-239-5515 during regular business hours. Telephoning the Credit Union is the best way of minimizing your losses and liability. (See Electronic Funds Transfer Agreement and Disclosure). If you believe your Password has been lost or stolen, please use the Password change feature within FSCU@Home internet banking section of the www.myfscu.com website to change your Password.

12. Electronic Mail (E-Mail). If you send the Credit Union an e-mail message to contact.us@myfscu.com, the Credit Union will be deemed to have received it on the following Business Day unless it is blocked by the Credit Union's firewall which it will be deemed to have been received on the date it clears system filters. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur. **NOTE:** E-mail transmissions outside of the FSCU@Home internet banking website are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. Use a secure form to e-mail the Credit Union (contact.us@myfscu.com) regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Credit Union regarding other concerns of a confidential nature related to activity identified in FSCU@HOME internet banking website.

14. SMS Text Alert and Text Banking Services.

- A. **Description of Text Services.** Our SMS Text Alert and Text Banking Services ("**Text Services**") allow you to obtain and access your Account information and conduct transfers between accounts utilizing SMS text messaging, as further described on our FSCU@Home internet banking website.
- B. **Activating Text Services.** To utilize the Text Services, you must own a mobile device capable of receiving and sending SMS text messages ("**Mobile Device**") and enroll your Mobile Device for the Text Services through FSCU Mobile. To enroll for the Text Services, you must first be enrolled in FSCU Mobile.
- C. **Stopping Texts.** Text Services can be cancelled at any time by logging into FSCU Mobile and under SMS Registration and disabling this feature.
- D. **Authorized Transactions.** You are responsible for all transfers or other transactions you authorize while using Text Services. If you permit other persons to use your Mobile Device, then you are responsible for any transactions they authorize using Text Services. If you believe that your Mobile Device or other means to access your Account has been lost or stolen or that someone may attempt to use the Text Services through your Mobile Device without your consent, or has transferred money without your permission, you must notify us in the manner described in the section below entitled "Electronic Funds Transfer Agreement and Disclosure".
- E. **Convenience.** Our Text Services are provided for your convenience and are not intended to replace your monthly account statement(s), which are the official record of your account(s) with us. Receipt of account information through the Text Services

may be delayed or impacted by factor(s) pertaining to your communication service provider or other parties.

- F. **Pricing: Message and Data Rates may Apply.** We do not charge a fee for our Text Services. Your wireless carrier may assess fees for text messaging. The Text Services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from us. You are responsible for any fees or other charges that your wireless carrier may charge for related data or message services, including without limitation for short message service.
- G. **Acknowledgments and Representatives.** By enrolling your Mobile Device number(s) and successfully activating the Text Services, you acknowledge and represent to us that:
- You are the owner or an authorized user of the Mobile Device that you link to the Text Services;
 - You grant us express permission to send text messages to that (those) Mobile Device(s) through your wireless phone carrier unless and until such permission is revoked in accordance with these terms and conditions;
 - You represent and agree that all information you provide to us in connection with Text Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Text Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information and Mobile Device number(s) up-to-date and accurate. You agree to provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text messages, etc.);
 - You agree to protect your Mobile Device that receives information through Text Services and not to let any unauthorized person have access to the information we provide to you through the services. You further agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonably attorneys' fees) arising from access to your Mobile Device by anyone other than you.
 - In case of unauthorized access to your Mobile Device, you agree to cancel your enrollment in Text Services associated with the Mobile Device immediately.
- H. **Access to Text Services.** We reserve the right to limit the types and number of Accounts eligible to use the Text Services and the right to refuse any request through the Text Services. We also reserve the right to modify the Text Service at any time. We may also suspend your access to the Text Services any time without notice and for any reason, including but not limited to, your non-use of the services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Text Services.
- I. **Availability.** You may utilize the Text Services twenty-four (24) hours a day, seven (7) days a week unless the Text Services are unavailable for necessary maintenance. We will use reasonable efforts to make the Text Services available for your use on a continuous basis. We do not guarantee functionality of the Text Services on all mobile devices, on all communication networks, in all geographic regions, or at all times. We make no representation that the Text Services will be available for use in locations outside of the United States. Accessing the Text Services from locations outside of the United States is at your own risk.
- J. **Our Liability.** We will not be liable for any delays or failures in your receipt of any SMS text messages as delivery is subject to effective transmission from your network operator and processing by your Mobile Device. You agree that our Text Services are provided "as is" without warranty of any kind, express or implied, including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy or completeness. We do not warrant the reliability of our Text Services when a service provider interruption occurs. Such interruptions in service may cause inaccuracies, delays, loss of data, or loss of personalized settings. You agree that we will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about our Text Services creates any new or different liability for us beyond what is already applicable under your existing Account Documentation.
- 15. Business Accounts.** If you are a business, any Authorized Representative of your business is authorized on such terms, conditions, and agreements as we may require to:
- Enter into this Agreement, as amended from time to time;
 - Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
 - Use any Electronic Banking Service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.
- 16. Term and Termination.**
- A. **Term.** The terms of this Agreement shall be effective as of the date you accept these terms and shall remain in full force and effect until termination in accordance with the following provisions.
- B. **Termination for Cause.** We may immediately terminate or suspend your electronic banking privileges (including any Electronic Banking Service) without notice to you under the following circumstances:
- You do not pay any fee required by this Agreement when due; or
 - You do not comply with this Agreement, your other Account Documentation, or your accounts with us are not maintained in good standing.
- When required by law, we will notify you if we terminate this Agreement or your use of the Electronic Banking Services for any other reason.
- C. **Termination for Convenience.** To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Electronic Banking Service(s) you are discontinuing, and the termination date of the Electronic Banking Service(s). When this Agreement is terminated, any prescheduled payments made through FSCU@Home internet banking will also be terminated. You may notify the Credit Union by one of the following methods:
- By sending an e-mail to contact.us@myfscu.com
 - By calling 800-239-5515
 - By writing a letter and sending it to the following address:
 - Family Security Credit Union
2204 Family Security PI SW
Decatur, AL 35603

If you do not sign on to FSCU@Home internet banking or FSCU Mobile during any consecutive 180-day period, your access to FSCU@Home internet banking or FSCU Mobile may be discontinued. If your access is discontinued due to inactivity, you will need to re-enroll for FSCU@Home internet banking, and FSCU Mobile (if applicable), if you wish to use the Electronic Banking Services in the future. Notwithstanding the foregoing, we reserve the right to suspend, revoke or terminate your use of the

Electronic Banking Services in whole or in part at any time for any reason without notice to you except as required by law. Suspension, revocation, termination or discontinuation will not reduce your liability or obligations under this Agreement. Upon termination of FSCU Mobile you: (i) acknowledge and agree that all licenses and rights to use FSCU Mobile and Software shall terminate; (ii) will cease any and all use of FSCU Mobile and the Software; and (iii) will remove the Software from all Mobile Devices, hard drives, networks, and other storage media in your possession or under your control. We will not be liable for payments or transfers not cancelled or payment or transfers made through the Electronic Banking Services due to the lack of proper notification by you of service termination or discontinuance for any reason. You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions.

- D. **Reinstatement of Access.** Access to FSCU@Home internet banking or FSCU Mobile, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. If your access to FSCU@Home internet banking or FSCU Mobile was previously terminated and you are eligible for reinstatement, you may re-enroll at any time through our FSCU@Home internet banking website.

17. Liability.

- A. **Our Liability.** This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to the Electronic Banking Services. Unless otherwise required by applicable law, we are only responsible for performing the Electronic Banking Services as delineated in this Agreement. Except as otherwise set forth herein or in your other Account Documentation, we will only be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.
- B. **Indemnification.** You agree to indemnify, defend and hold harmless Family Security Credit Union, its affiliates, partners, officers, directors, employees, consultants, service providers and agents, from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney fees) arising from your use of the Electronic Banking Services, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement by any other user of your accounts, of any intellectual property or other right of any person or entity.
- C. **Third Parties.** Except when applicable law provides otherwise, we will not be liable for any loss or liability resulting from any failure of your Mobile Device, equipment or software, or that of an internet browser such as Google (Google Chrome) or Microsoft (Microsoft Explorer browser) or Mozilla (Mozilla Firefox), by an internet access provider, wireless carrier, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Account or Electronic Banking Service.
- D. **Virus Protection.** The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC and Mobile Devices using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.
- E. **Damages.** IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES) CAUSED BY THE SERVICES OR THE USE OF OR INABILITY TO USE THE SERVICES, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER, SOFTWARE, OR ANY INTERNET ACCESS SERVICES; ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS; ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY; ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES.
- F. You assume full responsibility for all transfers of funds made by us to or from an Account used primarily for business purposes in accordance with this Agreement and at your request or at the request of anyone who purports to be you or uses your Security Information. You hereby agree to the security procedure in Section 11 Use of Your Security Information and acknowledge that such security procedure is a commercially reasonable method of providing security against unauthorized payment instruction. You will be bound by any payment or transfer instruction that we accept in good faith, if we complied with the applicable security procedure or if you did not comply with it. Except for a breach of security in our internal systems, and except in a case where you comply with the applicable security procedure and either we do not so comply or we not act in good faith, we shall have no responsibility for, and you assume full responsibility for, any transfer of funds resulting from a breach of security regardless of the source or cause thereof. Although we are liable for a breach of security in our own internal system, you are solely responsible and liable for a breach of security occurring on or in connection with a computer or computer network owned, controlled or used by you or your employees, contractors, service providers or agents, by whatsoever means. A breach of security includes, but is not limited to, phishing, pharming, key logging, or other fraudulent activity enabled by malware. If we do bear responsibility, it shall extend only to losses caused solely and directly by us, and our liability will in any event be limited as expressly in this Agreement.
- G. **Warranty Disclaimer.** THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZED SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONCERNING THE HARDWARE, THE SOFTWARE, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

18. General Terms and Conditions.

A. Notices and Communications

- a. **Account Related Information.** Except as expressly provided otherwise in this Agreement, you agree that we may provide you notices and other information regarding your Account(s), Electronic Banking Services, FSCU@Home internet banking or FSCU Mobile (collectively “**Account Related Information**”) through mail, electronically, or by phone or by other means available. If there is more than one owner on your Account, we may send Account Related Information to any one of you. Any notice or Account Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you. The person receiving the notice is responsible for providing copies of all Account Related Information to all joint owners and Authorized Representatives. We reserve the right at all times to communicate all Account Related Information to you through the U.S. Postal or overnight courier, at our sole option. Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. You assume the risk of loss in the mail or otherwise in transit.
- b. **Consent to Communication.** You expressly agree that we may from time to time make telephone calls and send emails and text messages to you in order for us to:
- i. Service your Accounts and Electronic Banking Services,
 - ii. Collect any amount you may owe, or
 - iii. Discuss our relationship, products and services with you.

The ways we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic dialing device. We may call you and send email or text messages to you at any telephone number or email address you have provided to us, including mobile/cellular telephone numbers that could result in charges to the owner of the telephone account. Emails and text messages sent to others pursuant to your instructions and on your behalf may identify you by name and may state that we are sending them on your behalf and according to your instructions. In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via SMS text message, including a confirmation from us in the event you withdraw your consent.

- c. **Changes to Contact Information.** You agree that you will notify us immediately in the event of a change to your contact information (e.g. mailing address, email address, phone number). Address changes may be initiated:
- i. At your request. You may instruct us to change the contact information to which we send notices or Account Related Information concerning your Account at any time by contacting us at 800-239-5515 or notifying us in writing at Family Security Credit Union attn: Member Service. Changes to your email address may also be made through FSCU@Home internet banking.
 - ii. If we receive an address change notice from the U.S. Postal Service.
 - iii. If we receive information from another party in the business of providing correct address information that the address in our records no longer corresponds to your address.

We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the postal or email address only for the account(s) you specify or for all or some of your other account(s) with us.

- B. **Changes and Modifications.** Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement or add, delete or modify certain Electronic Banking Services from time to time. This may include adding new or different terms to, or removing terms from, this Agreement. When changes are made we will update this Agreement accordingly and post on our FSCU@Home internet banking website and Electronic Banking users must agree to the updates. This Agreement will be updated on the effective date of such modifications, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or significant changes to the terms of this Agreement. By continuing to use the Electronic Banking Services after we provide you notice of any change, you agree to the change. Changes to fees or terms applicable to Accounts or certain Electronic Banking Services are governed by the Account Documentation otherwise governing each Account or Electronic Banking Service.
- C. **Assignment.** We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- D. **Notices.** Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- E. **Links to Third Party Sites.** Our FSCU@Home internet banking website may contain links to other websites (“**Linked Sites**”). Such links are provided solely as a convenience to you. We do not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that Family Security Credit Union, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and makes no representations or warranties regarding the Linked Sites or your use of them.
- F. **User Content; Privacy.** Subject to Family Security Credit Union's Privacy Policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the “**Content**”) you provide to us for the purpose of providing the Electronic Banking Services, and you hereby give Family Security Credit Union a license to do so. All information gathered from you in connection with using the Electronic Banking Services will be governed by the provisions of your other Account Documentation governing your Account(s) and the Credit Union's Privacy Policy that was previously provided to you in connect with your Account(s). You may view our security policy and Privacy Policy at any time on our FSCU@Home internet banking website.
- G. **Entire Agreement; Severability.** Together with other applicable Account Documentation, this Agreement represents the agreement between you and us regarding our Electronic Banking Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online and mobile access. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing FSCU@HOME internet banking or FSCU Mobile will be deemed to have been modified by us and applied in a manner consistent with such laws. If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or

otherwise affected. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable, it shall be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other action or jurisdiction.

- H. **Waiver.** We shall not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
 - I. **Proprietary Rights.** You acknowledge and agree that Family Security Credit Union and/or our service provider(s) own all rights in and to the Electronic Banking Services. You are permitted to use the Electronic Banking Services only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile Family Security Credit Union and/or our service provider's Electronic Banking Services or any of Family Security Credit Union and/or our service provider's services or technology.
 - J. **No Unlawful or Prohibited Use.** As a condition of using the Electronic Banking Services, you warrant to us that you will not use the Electronic Banking Services for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Electronic Banking Services in any manner that could damage, disable, overburden, or impair the Electronic Banking Services or interfere with any other party's use and enjoyment of the Electronic Banking Services. You may not obtain or use the Electronic Banking Services to obtain any materials or information through any means not intentionally made available or provided for through the Electronic Banking Services. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Software may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable U.S. and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.
 - K. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the United States and, to the extent the state law applies, the laws of the state in which our branch that holds your account is located. If a dispute arises between us with respect to this Agreement, its enforcement or our Electronic Banking Services, either of us may require that it be settled by binding arbitration in accordance with any arbitration provisions contained in the Account Documentation governing the applicable Account or Electronic Banking Service. Alabama state and federal courts will otherwise be the only courts where legal actions regarding this Agreement can be brought. In any legal action or claim regarding this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.
 - L. **Ownership.** All right, title and interest in and to (i) any and all Software, including, but not limited to, the object and source codes therefore, any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides, and instructions pertaining thereto (everything in this clause (i) collectively the Software), and (ii) any and all user guides, instructions and other documentation provided to, or used by, you in connection with FSCU Mobile (collectively the "**Documentation**") shall be, and remain, the property of the Credit Union or any third party Software provider, as applicable.
 - M. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
 - N. **Restrictions.** Unless otherwise expressly authorized, you may not (i) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form.
 - O. **Modifications to Software.** We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades, to the Software. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Software. You also agree that you may have to enter into a renewed version of this Agreement if you want to download, install or use a new version of the Software.
 - P. **Technical Support.** We have no obligation whatsoever to furnish any maintenance and support services with respect to Electronic Banking Services or the Software, and any such maintenance and support services provided will be provided at our discretion.
 - Q. **Information Provided to Us.** You grant us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through the Software by you, including, your location, device based on location information, account numbers, name, date, account amount, and endorsements solely for the purpose of providing FSCU Mobile. This license shall survive termination of this Agreement for such period as necessary for us to provide FSCU Mobile, comply with the law, or comply with an internal guidelines or procedures.
19. **Security Notice.** To help protect our members from security threats, Family Security Credit Union utilizes the following approach, to which you hereby agree. You acknowledge that these procedures are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for the detection of error.
- A. Family Security Credit Union will do the following, as applicable:
 - a. Identify members logging onto the system through multi-factor authentication that utilizes user IDs and passwords, plus pictures and/or phrases/challenge questions. Family Security Credit Union reserves the right to modify the identification process from time to time to implement new measures that are recommended in the industry to combat new or increased threats.
 - B. You are responsible to install, update, maintain and properly use industry standard security products that are appropriate for you, such as the following:
 - a. Desktop firewall used to prevent unauthorized access to your network.
 - b. Updated anti-virus protection used to prevent your computer or other access device from being victimized by the latest viruses and Trojans.

- c. Updated anti-spyware protection used to prevent spyware from providing potential tracking information about your web activities.
- d. Operating system and desktop applications updated with the latest patches when they are available, particularly when and if they apply to a known exploitable vulnerability.
- e. A product that indicates the web site you are on, or an internet browser that indicates the site name.

ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to consumers regarding electronic funds transfer (EFT) services. This disclosure only applies to EFT services utilized to debit or credit an Account established primarily for personal, family or household purposes ("Consumer Accounts"). These disclosures and the protections contained here do not apply to non-Consumer Accounts.

1. **Terms and Conditions.** The following provisions govern the use of electronic fund transfer (EFT) services through Consumer Accounts. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.
2. **Electronic Fund Transfer Services Provided.** You may use our Electronic Banking Services to initiate EFTs to or from your Consumer Accounts.
3. **Limitations on Transactions.** The terms of your Consumer Account(s) and the Electronic Banking Services may limit the dollar amount and frequency of EFTs to and from your Consumer Accounts. Such limitations, if any, were disclosed to you at the time you opened your Consumer Account(s) or enrolled for an Electronic Banking Service subject to such limitations. We reserve the right to impose further limitations for security purposes at any time.
4. **Limits on Transfers from Certain Accounts.** Federal regulation limits the number of EFTs that may be made from deposit and savings type accounts. You are limited to six such transactions from each deposit and/or savings type account(s) you have each month.
5. **Notice of Rights and Responsibilities.** The use of any EFT services described in this document creates certain rights and responsibilities regarding these services as described below.
6. **Right to Receive Documentation of Your Transfers.**
 - a. **Periodic Statements.** If your Consumer Account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your Consumer Account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.
 - b. **Other Rights to Receive Documentation of Your Transfers.** Preauthorized Deposits: you can also view your Consumer Account online to find out whether or not the deposit has been made.
 - c. **Preauthorized Deposits.** If you have arranged to have direct deposits made to your Consumer Account at least once every sixty (60) days from the same person or company, you can call us at 800-239-5515 to find out whether or not the deposit has been made.
7. **Rights Regarding Preauthorized Transfers.**
 - a. **Rights and Procedures to Stop Payments.** If you have instructed us to make regular preauthorized EFT transfers out of your account, you may stop any of the payments. To stop a recurring Bill Payment, please see the terms above pertaining to the Bill Payment Service. To stop any other preauthorized EFT transfer:
 - i. Call us at: 800-239-5515; or
 - ii. Write to:
 Family Security Credit Union
 2204 Family Security PI SW
 Decatur, AL 35603

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.
 - b. **Notice of Varying Amounts.** If you have arranged for automatic periodic payments to be deducted from your share draft or share account and these payments vary in amount, you will be notified by the person or company you are going to pay ten (10) days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
 - c. **Our Liability for Failure to Stop Preauthorized Transfer Payments.** If you order us to stop a preauthorized EFT payment and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.
 - d. **In Case of Errors or Questions about Your Account.** Please contact us at 800-239-5515 with respect to errors in, or questions about, transfers to or from your Consumer Accounts. Refer to your Account Documentation for a description of how errors and questions on funds transfers are processed. To contact us by mail, please use the following address:
 Family Security Credit Union
 2204 Family Security PI SW
 Decatur, AL 35603
 - e. **Your Responsibility to Notify Us of Loss or Theft.** If you believe your Security Information has been lost or stolen, call us at:
 800-239-5515 (regular business hours) or write to:
 Family Security Credit Union
 2204 Family Security PI SW
 Decatur, AL 35603

Family Security Credit Union's regular business hours are Monday – Thursday 9 a.m. – 5 p.m., Friday 9 a.m. – 6 p.m.,

and Saturday 9 a.m. – 1 p.m., Central time.

You should also call the number or write to the address listed above if you believe a transfer has been made using your Security Information without your permission.

8. Liabilities and Responsibilities. You agree to notify us AT ONCE if you believe your Security Information has been lost or stolen or if you believe that a transfer has been made without your permission using your Security Information. Telephoning us promptly is the best way to protect you from possible losses. If you never tell us, you could lose all of the money in your Consumer Account. However, if you tell us within two (2) business days after your Security Information was lost or stolen, you can lose no more than \$50 if someone uses your Security Information without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Security Information, and we can prove we could have stopped someone from using your Security Information without your permission if you had told us, you could lose as much as \$500. If your periodic statement shows transfers you did not make, including those made by use of your Security Information, tell us AT ONCE. If you do not tell us within sixty (60) days after the periodic statement was transmitted to you, you may not receive back any of the money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time period for a reasonable time.

9. In Case of Errors or Questions about Your Transactions. In case of errors or questions about your electronic fund transfers,

- a. Call us at: 800-239-5515, or
- b. Write to:
Family Security Credit Union
2204 Family Security PI SW
Decatur, AL 35603

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding your other accounts or accounts of third parties used to make payments using our Electronic Banking Services. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or payee. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

10. Liability for Failure to Complete Transaction. If we do not complete a transfer to or from your Consumer Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- a. If through no fault of ours, you do not have enough money in your account to make the transfer.
- b. If the transfer would result in you exceeding the credit limit on your line of credit, if you have one.
- c. You have exceeded or will exceed your daily transaction limit for a particular Electronic Banking Service, in which case we have the right to process payments or transfers in any order that we determine in our sole discretion is appropriate.
- d. If we have terminated our Agreement with you.
- e. When your Security Information has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- f. If we receive inaccurate or incomplete information needed to complete transaction.
- g. If you fail to follow a payee's or participating biller's payment requirements;
- h. If you fail to schedule a proper date for payment sufficiently in advance of the date that a payment is due;
- i. If you fail to transfer funds from an approved financial institution to a Family Security Credit Union account sufficiently in advance of the date that you need to use or withdraw the funds (including consideration for weekends, and credit union holidays).
- j. The Electronic Banking Services, our equipment, the software, or communications link is not working properly;
- k. The payee or participating biller mishandles, delays posting a payment, or refuses or is unable to accept a payment;
- l. The participating biller fails to deliver your billing statement to us;
- m. Your e-bill is inaccurate or incomplete;
- n. You have not provided us with the correct name(s), address(es) or account information for payees or participating billers;
- o. You fail to provide payees, participating billers or us with your updated or changed personal information, including, but not limited to, your name, address, phone number, e-mail address, username and password;
- p. Your subscription to any Electronic Banking Service has been terminated for any reason;
- q. For circumstances beyond our control, including, but not limited to, fire, flood or interference from an outside force, that prevent the proper execution of the transaction;
- r. The transfer of your funds is restricted by legal process or holds;
- s. You fail to log on to FSCU@Home internet banking website to check on the delivery or status of e-bills;
- t. Delays in any mail service or e-mail service; or
- u. Any other exceptions stated in the Agreement or related agreements or rules for share accounts and funds availability policies.

There may be other exceptions provided by applicable law.

11. Disclosure of Account Information. We will disclose information to third parties about your account or electronic fund transfers made to your account:

- a. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- b. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
- c. In order to comply with government agency or court orders; or
- d. With your consent; or
- e. To the Credit Union's affiliated companies.

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