

ONLINE AND MOBILE BANKING AGREEMENT AND DISCLOSURE

I. Introduction

This Online and Mobile Banking Agreement and Disclosure (“Agreement”) contains the terms that govern your use of the Federated Employees Credit Union online banking and mobile banking application services (collectively, the “Services,” individually, a “Service”). You may use these Services to access your accounts online or on a mobile device. By enrolling and using the Services to access an account you are agreeing to the most recent terms of this Agreement (also available online at <http://www.fedecu.com>) which supplements the Membership and Account Agreement and other membership agreements and disclosures (collectively, “Membership Agreements”) provided at the time of Account opening. You should review the Membership Agreements carefully, as they may include transaction limitations and fees which might apply to your use of the Services.

We may offer additional Services and features in the future. Any such added Services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service or feature is added and/or at the time of enrollment for the feature or Service, if applicable. From time to time, we may amend the terms of this Agreement, applicable fees, service charges, and modify or cancel the Services from time to time without notice, except as may be required by Law. Such amendments shall be effective when they are communicated in any way, including posted on the internet or mailed to you. Further, the Credit Union may, from time to time, revise or update the Credit Union program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Credit Union programs, Services, and/or related material(s) and limit access to the Credit Union’s more recent versions and updates. **YOUR CONTINUED USE OF THE SERVICES MEANS THAT YOU AGREE TO THE CHANGES. IF YOU DO NOT AGREE TO THE CHANGES, YOU MUST NOTIFY US OF YOUR DISAGREEMENT, AND WE WILL TERMINATE YOUR ACCESS TO ALL SERVICES.**

II. Definitions

As used in this Agreement, the following words have the meanings given below:

"Account(s)" means your eligible Federated Employees Credit Union checking, savings, loan, certificate of deposit or safe deposit box information and other Federated Employees Credit Union products that can be accessed through the Services.

"Device" means a computer and related equipment with a web browser (contact the Credit Union for a list of supported browsers), and/or a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"Online Banking" means the banking services accessible on a computer Device through a traditional internet connection at www.fedecu.com.

"Services" means the Online Banking and Mobile Banking services.

"Service Providers" means the Credit Union, its affiliates, any processor, or other third party that we have engaged to provide remittance capabilities, equipment, or other services in connection with any of the Services. This includes any agent, independent contractor, or subcontractor of any of the foregoing. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the

Service.

"We," "Us," and "Credit Union" means Federated Employees Credit Union.

III. The Services

To use the Services, you must have at least one Credit Union personal account and an Online Banking personal identification number ("PIN"). Through the Services, you will have access to any of your Credit Union share accounts or loan accounts. The Credit Union reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

- A. Description of Online Banking Service. Online Banking Services allows you to perform online account access functions. You may use Online Banking to:
1. Transfer funds between your accounts;
 2. Obtain account balances;
 3. Make payments to payees;
 4. Obtain history and transaction information on your accounts; and
 5. Obtain loan account balance information.

These features are limited to the extent, and subject to the terms, noted below.

1. Your ability to transfer funds between certain accounts is limited by federal law and the Membership Agreements. You should refer to the Membership Agreements for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Online Banking Service are counted against the permissible number of transfers described in the Membership Agreements.
2. There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in this Agreement, all scheduled Online Banking transaction instructions received by 7:00 a.m. CST will be completed that business day. Any instruction received after 7:00 a.m. CST will be completed the next business day.
3. Transactional information for your accounts will be available from Online Banking for a maximum of 90 days from the date of inquiry.
4. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through the Services. We may also reserve the right to modify the scope of the Services at any time.

- B. Description of Mobile Banking Service. You may access Online Banking Services on a mobile device by using our mobile banking application. Mobile Banking allows you to access your Credit Union account information and to conduct other Online Banking transactions. We reserve the right to modify the scope of Online Banking Services available on our mobile application at any time and you acknowledge and agree that some or all of the Online Banking Services may not be available or accessible or may have limited utility. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then activate your Device within the Online Banking system.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, Mobile Banking may not be supportable for all Devices. The Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

- C. License. Subject to your compliance with this Agreement, you are hereby granted a personal limited license ("License") to download, install and use the mobile banking application software ("Software") on your Device within the United States and its territories. This License shall be deemed revoked immediately upon:

1. The termination of your enrollment in Mobile Banking in accordance with this Agreement;
2. Your deletion of the Software from your Device;
3. Your noncompliance with this Agreement; or
4. Written notice to you by the Credit Union at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Device if you have not already done so.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services, the operation, security, functionality or availability of any mobile device or mobile network which you utilize to access the Software and Mobile Banking. Accordingly, you agree to resolve any problems with your provider directly without involving us.

IV. Other Agreements

Any deposit account, loan or other banking product accessed through these Services is also subject to the Membership Agreements provided at the time of Account opening. You should review the Membership Agreements carefully, as they may include transaction limitations and fees which might apply to your use of the Services. This Agreement is in addition to your Membership Agreements and other account agreements and disclosures. For example, when you access your deposit account online, the terms and conditions of your deposit account agreement do not change and continue to apply. If, however, there is a conflict between this Agreement and the terms and conditions of any disclosures or agreements that specifically address the Services, this Agreement will control in resolving those inconsistencies, except in the cases of a conflict with the Membership and Account Agreement and the Agreement and Disclosure for Online Bill Pay Service, both of which shall govern in the event of a conflict with this Agreement.

V. Devices, Equipment and Software

The Credit Union does not guarantee that your Device or mobile phone service provider will be compatible with the Services.

You are responsible for the installation, maintenance, and operation of your Device, browser and the software. The Credit Union is not responsible for any errors or failures from any malfunction of your Device, the browser or the software. Mobile phones, computers, and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components or related problems (collectively referred to as “viruses”) which could result in damage to programs, files, and/or your phone or Device or could result in information being intercepted by a third party. The Credit Union will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. The Credit Union will also not be responsible if any non-public personal information is accessed via the Services due to any of the above named viruses residing or being contracted by your Device or computer at any time or from any source.

The Credit Union is not responsible for errors, interruptions or delays in the Services or your inability to access the Services caused by your Device or computer. We are not responsible for the cost of upgrading the Device or computer to remain current with the Services. We are not responsible for any damage to the Device or computer or the data within.

VI. User Contact Policy

By providing us with any cellular number used for a Device or any other wireless device now or in the future, including a number that you later convert to a cell phone number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us and our affiliates and agents regardless of the purpose of the communication (i.e.,

account alerts and notifications). Calls, data, and messages may incur access fees from your mobile provider, and you are responsible for any such charges.

In the event your Device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of such Device. You understand that there are risks associated with using a Device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions or would like to stop receiving text messages on your Device, you may contact the Credit Union at the contact information at the end of this Agreement.

You have the ability to update your contact information and manage your communication preferences at any time by updating such information through your Online Banking account. You agree to promptly notify the Credit Union, in writing, of any address or contact information change.

VII. Privacy Policy

Protecting your privacy is important to us. The Credit Union's Online Privacy Policy is available online on the Credit Union's website or by contacting the Credit Union at the contact information at the end of this Agreement. The Credit Union is committed to abiding by all laws regarding privacy and consumers' privacy interests. Changes to the Online Privacy Policy may be made at any time.

You understand and agree that we may monitor and/or record any communications between you and us for quality control and other permitted business purposes. You also understand and agree that this monitoring or recording may be done without any further notice to you or anyone acting on your behalf. When you access the Services to conduct transactions, the information you enter may be recorded. By using the Services, you consent to such recording.

VIII. Fees and Charges

There may be additional fees and charges for select Services – these fees are described within the user interface (online or within the mobile application), on our website, or in your other agreements or disclosures. Fees and charges may be changed in our sole discretion. You agree to pay all such fees and charges associated with the Services and authorize us to deduct the calculated amount from your account(s). Your accounts and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Membership and Account Agreement and your Loan Agreement. Existing fees and charges associated with your account(s) will continue to apply. You will not be charged for the “view accounts,” or “transfer funds” features of the Credit Union's Online Banking.

IX. Permitted Transfers

You may use the Services to transfer funds between your eligible Credit Union accounts ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using the Services.

If you submit your transfer request prior to the deadline established by us for transfer service, you will initiate an immediate Internal Transfer via Mobile Banking or Online Banking. Transfer transaction requests received after 4:30 p.m. CST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Credit Union chooses to remain closed, will be processed on the Credit Union's next business day.

You authorize us to withdraw, debit, or charge the funds from your designated account in order to complete all of your requested transfers and payments. When you use the Services to make transfers from credit accounts, you agree that we may take any action required to obtain cash advances on your behalf, including charging your linked credit account without your signature. Each transfer made from a credit account is treated as a cash advance from that account and is subject to the terms of your applicable credit agreement. When using the Services to conduct transactions, you agree that the Credit Union may debit your account to complete the transactions, or honor debits you have not signed. We may rely and act on all instructions received via our web sites using your personal ID and password, and all transactions performed, even if not intended by you, are considered transactions authorized by you. You agree that any transaction that would otherwise require two or more signatures will not apply to the Services.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole

discretion. If there are insufficient funds in the designated account to make payments you have authorized, we may either refuse to make the payment or we may make the payment and thereby overdraw the designated account. In any event, if we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees. You agree to pay all such fees and charges associated with the Services and authorize us to deduct the calculated amount from your account(s). We reserve the right to refuse to honor payment instructions that reasonably appear to be fraudulent or erroneous.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using the Services is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Membership and Account Agreement. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using the Services or any other methods outlined in your Membership and Account Agreement.

The Credit Union reserves the right to limit the type, frequency and amount of transfers on or refuse to make any payment you have directed and may change or impose the limits without notice, at our option. The Credit Union is obligated to notify you promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

X. Account Ownership/Accurate Information

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

XI. Security

As a Credit Union customer engaging in the Services, you have chosen a personal ID and password which allows you access to the Services. Information you provide in connection with the Services will be stored on secure Credit Union servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access. Effective security; however, is partly contingent upon your responsible behavior in protecting your account information, personal ID, PIN and password for the Services. Please use maximum caution in protecting such information.

- A. Protecting Your Information and Device. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Services. You agree not to leave your Device unattended while logged into Mobile Banking or Online Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access the Services, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

The Credit Union does not maintain a record of your PIN. You must notify the Credit Union IMMEDIATELY if:

1. You believe your account information, personal ID, PIN or password has been lost or stolen;
2. Someone has attempted to use the Services without your consent;
3. Your deposit account(s) or loan account(s) have been accessed;
4. Someone has transferred money without your permission; or
5. You would like to change, disable, or revoke your password.

- B. Your Liability for Unauthorized Transfer or Transactions. As directed above, tell us AT ONCE if you believe your account information and/or PIN have been lost or stolen or believe an unauthorized transaction has been made from your Account(s). Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit and open-end credit). If you believe your account information and/or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your account information and/or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or PIN, and we can prove we could have stopped someone from using your account/and or PIN without your permission if you had 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 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.
- C. Disclosure of Account Information to Third Parties. We will disclose information to third parties about your account or transfers you made:
1. When it is necessary to complete the transfers;
 2. In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;
 3. In order to comply with a government agency or court orders; or
 4. If you give us written permission.
- D. Errors and Questions. Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:
1. Your name and account number;
 2. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information;
 3. The dollar amount of the suspected error; and
 4. The date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will generally tell you the results of our investigation within 10 business days of the receipt of your complaint or question (20 business days if the transaction involved an account opened within the past 30 days). If we need more time, however, we may take up to 45 days. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

XII. User Conduct

- A. Generally. You agree to accept responsibility for learning how to use the Services and agree that you will contact us directly if you have any problems with the Services. We may modify the Services from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use the Services as modified. You also accept responsibility for making sure that you know how to properly use your Devices and we will not be liable to you for any losses caused by your failure to properly use the Services or your Devices.
- B. Prohibitions on Use. You agree not to use the Services or the content or information delivered through the Services in any way that would:
1. Infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software;
 2. Be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Services to impersonate another person or entity;

3. Violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
 4. Be false, misleading or inaccurate;
 5. Create liability for us or our affiliates or Service Providers, or cause us to lose (in whole or in part) the services of any of our Service Providers;
 6. Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
 7. Potentially be perceived as illegal, offensive or objectionable;
 8. Interfere with or disrupt computer networks connected to the Services;
 9. Interfere with or disrupt the use of the Services by any other user; or
 10. Use the Services in such a manner as to gain unauthorized entry or access to the computer systems of others.
- C. No Commercial Use or Re-Sale. You agree that the Services are only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of the Services or resell, lease, rent or distribute access to the Services.
- D. Data Synchronization. We make every effort to ensure that your use of any of the Services is synchronized between the various access methods. There are some rare instances, however, where the information available through the Services may be delayed or different from the information that is available within the various Services access methods or at a branch location (and vice versa). Additionally, some information available at a branch location may not be immediately available via the Services, or it may be described using different terminology. In the event of any discrepancies, the account information provided at a branch location controls. You agree that neither we nor our Service Providers will be liable for any errors, interruptions or delays in the content provided through the Services, or for any actions taken in reliance thereon.
- E. Accessing the Services From Outside the United States. We make no representation that any content or use of the Services is available for use in locations outside of the United States. If you choose to access the Services from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.

XIII. No Warranties

Neither the Credit Union nor any of its subsidiaries, affiliates, or Service Providers represents or warrants the accuracy, adequacy, completeness or timeliness of the Services, including but not limited to the information, materials, products and services on our web sites or applications the error free use of our web sites or applications. All the Services, our web sites and all information, materials, products and services provided through our web sites, are provided "As Is" and "As Available" without warranty of any kind, either express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through means other than the Services to ensure the accuracy and completeness of those transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

XIV. Limit of Liability; Indemnification

In no event will the Credit Union or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use any Services; (ii) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (iii) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through any Services, or (iv) any other failure, action, or omission, and regardless of whether arising under breach of contract, tortious behavior, negligence or under any other

theory or cause of action.

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the Credit Union, its affiliates, officers, directors, employees, consultants, agents, contractors, Service Providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Services; (b) your violation of any law or rights of a third party; (c) any fraud, manipulation or other breach of this Agreement by you; (d) any third party claim, action or allegations brought against the Credit Union arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; or (e) your use, or use by a third party, of the Services. The Credit Union reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Credit Union in asserting any available defenses. You will not settle any action or claims on the Credit Union's behalf without the prior written consent of the Credit Union.

XV. Third Party Content, Services, and Links

Our websites and Services may contain links to other web sites, merchandise and services provided, owned or operated by third parties. We provide these links as a service to you. The linked sites are not under the control of the Credit Union or its affiliates or subsidiaries, and we are not responsible for their availability or their content, products, services advertising or other materials available on the third-party sites. The links do not imply our endorsement or approval of material on any other site. Any third-party sites may have a privacy policy different from that of the Credit Union and may provide less security than our web sites. We strongly encourage you to read the third party's privacy policy before sharing any information with that third party.

All matters concerning other web sites, merchandise and services provided or operated by third parties are solely between you and the third party. We make no warranties or representations whatsoever with regard to any third party's websites, merchandise, or services. **THE CREDIT UNION IS NOT RESPONSIBLE OR LIABLE TO YOU FOR ANY DAMAGES, LOSSES OR INJURIES OF ANY KIND ARISING OUT OF YOUR USE OF ANY THIRD PARTY'S WEB SITES AND THE MERCHANDISE AND SERVICES AVAILABLE ON THEM, OR ANY REFERENCE TO OR RELIANCE ON INFORMATION CONTAINED THEREIN. YOUR RIGHTS AND OBLIGATIONS WILL BE GOVERNED BY THE THIRD PARTIES AGREEMENTS AND POLICIES RELATING TO THE USE OF THEIR SERVICES.**

XVI. Intellectual Property

All content connected with the Services (i.e. our websites and Mobile Banking) are the exclusive property of the Credit Union, its licensors, and/or Service Providers and it is protected by copyrights and other intellectual property rights. You are permitted to use content delivered to you through the Services only for your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology, including, but not limited to, any software or other content associated with the Services.

The trademarks, logos, and service marks displayed in connection with the Services are the registered and unregistered trademarks of the Credit Union and/or its Service Providers. Under no circumstances may you use, copy, imitate, alter, modify or change these trademarks. Nothing contained on, in or otherwise connected with any of the Services should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of the Credit Union or the third party, which has rights to such trademark, as appropriate.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through or regarding any of the Services (including but not limited to the Credit Union web sites) shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right

to make these warranties and transfers of rights.

XVII. Term and Termination

We may terminate all or part of this Agreement and your use of any or all Services for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using Services upon our request. You may cancel your usage of the Services and terminate this Agreement by notifying the Credit Union at the contact information at the end of this Agreement. We may terminate the Services if you have not accessed or used the Services for a period of one year. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement, which shall survive termination or discontinuation of this Agreement.

XVIII. Tools and Calculators.

The Services may contain financial tools and calculators. We provide these tools and calculators as a service to you, for educational purposes only. We do not guarantee the accuracy of the tools or calculators or the results. We are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of the use of the tools and calculators.

XIX. Miscellaneous

- A. Waiver. We may waive any term or provision of this Agreement at any time or from time to time. We will not be deemed to have waived any of our rights or remedies with regard to this Agreement, unless our waiver is in writing and signed by an authorized officer of the Credit Union or its affiliates. No delay or omission on the part of the Credit Union or its affiliates, or their respective successors and assigns, in exercising any rights or remedies will operate as a waiver of those rights or remedies or any other rights or remedies. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.
- B. Assignment. You may not assign this Agreement to any other party. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any Service Provider. The Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. The Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.
- C. Governing Law; Jurisdiction. This Agreement is governed by all applicable Federal laws of the United States of America and the laws of the State of Minnesota (without regard to any choice of law provisions thereof).
- D. Survivability. All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, and indemnification.
- E. Disputes. In the event of a dispute regarding the Services, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Credit Union relating to the subject matter of this Agreement, which merges and supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Credit Union relating to the subject matter of this Agreement. If there is a conflict between what one of the Credit Union's employees says and the terms of this Agreement, the terms of this Agreement have final control. If there is a conflict between this Agreement and the terms and conditions of any disclosures or agreements that specifically address the Services, this Agreement will control in resolving those inconsistencies, except in the cases of a conflict with the Membership and Account Agreement and the Agreement and Disclosure for Online Bill Pay Service, both of which shall govern in the event of a conflict with this Agreement.
- F. Captions; Severability. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other

jurisdiction.

- G. Federal Disclosure. You agree to accept this Agreement and Disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper Agreement and Disclosure to be mailed to you.
- H. Contact. You may contact us at the following information below. Keep in mind that we may not immediately receive electronic messages that you send and we will not take action based on your electronic messages until we actually receive it and have a reasonable time to act.

Federated Employees Credit Union
Federated Insurance Building
1929 S. Cedar Ave
P.O. Box 328
Owatonna, MN 55060
Phone number: 507-455-5430
E-mail: fedecu@fedins.com
Website: www.fedecu.com

If you need immediate assistance, or you would like to report an unauthorized transaction, please call us at 507-455-5430.

REMOTE DEPOSIT CAPTURE USER AGREEMENT

This Remote Deposit Capture User Agreement (the “Agreement”) governs the terms and conditions for your use of the remote deposit capture services that Federated Employees Credit Union (“FECU,” “Credit Union,” “us,” or “we”) may provide to you (“you,” or “User”). Other agreements you have entered into with FECU, including but not limited to the Membership Booklet governing your FECU account, are incorporated herein by reference and made a part of this Agreement. We may offer additional services and features related to remote deposit capture services in the future. Any such added services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new service or feature is added and/or at the time of enrollment for the feature or service, if applicable.

- 1. Services.** The remote deposit capture services (“Services”) are designed to allow you to make deposits to your checking accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to FECU or FECU’s designated processor. There is currently no charge for the Services, but FECU reserves the right to change that at any time with thirty (30) days prior notification to you.
- 2. Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. Such amendments shall be effective when they are communicated to you in any way, including posted on the Internet, e-mailed to you, or mailed to you via U.S. mail. Your continued use of the Services will indicate your acceptance of all revised or amended versions of this Agreement. Further, FECU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
- 3. Compliance with Laws.** You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of the Services, as well as all laws relating to the banking transactions contemplated hereunder. You agree to indemnify FECU and hold us harmless from any damages, liabilities, costs, expenses, including attorney fees, or other harm arising out of any violation thereof. This indemnity shall survive termination of your account with us and termination of this Agreement.
- 4. Limitations of Service.** When using the Services, you may experience technical or other difficulties, including those of the Internet service provider and Internet software. 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 Services, in whole or in part, immediately and at any time without prior notice to you.
- 5. Eligible items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to FECU shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Minnesota. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:
 - a. Checks or items payable to any person or entity other than you.
 - b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
 - c. Checks or items containing obvious 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.
 - d. Checks or items previously converted to a substitute check, as defined in Reg CC.
 - e. Checks or items drawn on a financial institution located outside the United States.
 - f. Checks or items that are remotely created checks, as defined in Reg CC.
 - g. Checks or items not payable in United States currency.
 - h. Checks or items dated more than 6 months prior to the date of deposit or post-dated.
 - i. Checks or items that are incomplete.
 - j. Checks or items prohibited by FECU’s current procedures relating to the Services or which are otherwise not acceptable

- 6. Image Quality.** The image of an item transmitted to FECU using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
- 7. Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as “For deposit only, FECU account # _____” or as otherwise instructed by FECU. You agree to follow any and all other procedures and instructions for use of the Services as FECU may establish from time to time.
- 8. Receipt of Items.** We reserve the right to reject any item transmitted through the Services, 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 FECU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or that an item will be considered a deposit and credited to your account. FECU further reserves the right to charge back to your account, at any time, any item that we subsequently determine is not an eligible item. You agree that FECU is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
- 9. Availability of Funds.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after FECU receives payment for the funds submitted. FECU 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 that FECU, in its sole discretion, deems relevant.
- 10. Disposal of Transmitted Items.** Upon your receipt of a confirmation from FECU that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID” and to retain the check or item for at least sixty (60) days from the date of the image transmission to FECU. After sixty (60) days, you agree to properly dispose of the item to ensure that it is not re-presented for payment. Further, you agree never to re-present the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to FECU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for FECU’s audit purposes.
- 11. 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. In the event there are limits on deposits, if you attempt to initiate a deposit in excess of any limits FECU may set, we may reject your deposit. If we permit you to make a deposit in excess of any set limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit in excess of any limits at any other time.
- 12. Business Day and Availability Disclosure.** You understand the Services are available Monday through Friday between 7:00 a.m. to 4:30 p.m., Central Time (“Business Hours”). The Services will not be available during holidays, any other day we are not open for business, or such other closed or non-business hours as established by us from time to time. Transmissions processed after these Business Hours, or on any other day that is not a business day are treated as occurring on the next business day that FECU is open.
- 13. Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by FECU from time to time. See www.fedecu.com for current hardware and software specifications. FECU is not responsible for any third party software you may need to use the Services. 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.
- 14. Errors.** By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. FECU accepts no responsibility or liability to you or others for any such intercepted or misdirected items or information disclosed through such errors. You agree to immediately notify FECU of any suspected errors regarding items deposited through the Services, and in no event later than sixty (60) days after you receive the applicable FECU account statement. Unless you notify FECU of any suspected errors, the Services shall be deemed correct, and you are prohibited from bringing a claim against FECU for such alleged error.

- 15. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in FECU's sole discretion and subject to the Membership Booklet and any other agreements governing your account.
- 16. Ownership & License.** You agree that FECU retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services 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 Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to FECU's business interest, or (iii) to FECU's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. 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 Services.
- 17. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES 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 SERVICES, 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 SERVICES (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.
- 18. 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 FECU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
- 19. User warranties and indemnification.** You make the following warranties and representations to FECU with respect to each image of an original check you transmit to us utilizing the Services:
- a. Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
 - b. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
 - c. You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
 - d. Other than the digital image of an original check that you remotely deposit through your Services, there are no other duplicate images of the original check.
 - e. You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
 - f. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
 - g. You have not knowingly failed to communicate any material information to us and will provide us all reasonable assistance with any questions related to your deposits.
 - h. You have possession of each original check deposited using the Services and no party will submit the original check for payment.
 - i. Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

You agree to indemnify and hold harmless FECU from any loss for breach of this warranty provision.

- 20. Cooperation with Investigations.** You agree to cooperate with FECU in the investigation of unusual transactions, poor quality transmissions, resolutions of customer claims, which may include providing, upon request and without further costs, any originals or copies of items deposited through the Services in your possession and your records relating to such items and transmissions.
- 21. Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect FECU's rights with respect to any other transaction or serve to modify the terms of this Agreement.
- 22. Member Eligibility.** You understand that you must be a Credit Union member in good standing to be eligible to use the Services.
- 23. Email Address.** You agree to notify us immediately if you change your email address, as the email address on file with FECU is where we will send you notification of receipt of your remote deposit items.
- 24. Termination of the Services.** You may, by written request to FECU, terminate the Services provided for in this Agreement. We may terminate your use of the Services at any time upon written notice to you. In the event of termination of the Services, you will remain liable for all transactions performed on your account. Upon termination, (i) you will immediately cease using the Services and (ii) you shall promptly remit all unpaid monies due under this Agreement, if any. FECU shall immediately suspend or terminate your access to the Services in the event FECU reasonably determines such suspension or termination is necessary to protect the Services or FECU from harm or compromise of integrity, security, reputation, or operation or that you are in breach of this Agreement or are otherwise using the Services in a manner inconsistent with the terms of this Agreement or with applicable law.
- 25. Relationship to Other Disclosures.** The information in this Agreement applies only to the Services described herein. Provisions in other disclosure documents or agreements, as may be amended from time to time, remain in effect for all other aspects of your account.
- 26. Confidentiality.** You acknowledge and agree that confidential data relating to the Services, marketing strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this Agreement. Such Confidential Information is the exclusive and confidential property of the Credit Union. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.
- 27. Force Majeure.** You understand and agree that FECU is not responsible or liable for any loss, liability, damages, expenses, or cost of any kind resulting from any delay in the Services due to causes beyond our reasonable control.
- 28. Other terms.** You may not assign this Agreement. This Agreement is entered into in Minnesota, and shall be governed by the laws of the State of Minnesota 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 and this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.