# Fort Worth Community Credit Union's ("FTWCCU") Terms and Conditions of information and services available by and through our Internet site or Home Banking pages including FinanceWorks and Purchase Rewards Program

Welcome to FTWCCU's Home Banking domain site (www.ftwccu.org). Please read carefully, as any use of this site constitutes your agreement to the following "terms and conditions"

FTWCCU's Home Banking site allows you to access your accounts 24/7. You must use your User Name and Password to access your accounts. Your password will be the last 4 digits of your social security number when you log in for the first time. You will be prompted to change your password, so that only you know your secure password. Your user name and password are confidential and should not be disclosed to anyone. If you disclose your user name or password to another person, whether it is intentional, accidental, or negligent action, you are responsible for any such action. You waive all present and future claims against FTWCCU and release FTWCCU from all responsibility for loss or damage not caused by FTWCCU's negligence which you might incur through unauthorized transactions of any kind from your account(s) through the custody or use of your user name or password. You may change your password anytime, by clicking on "My Profile" in home banking.

## Electronic Funds Transfer Disclosure FTWCCU Home Banking

Please read this disclosure carefully. It tells you about your rights, obligations, and use of FTWCCU Home Banking site. The following discloses the Electronic Funds Transfer issues pursuant to your use of FTWCCU Home Banking, the Internet access service to your FTWCCU membership. A complete EFT Disclosure, covering all the terms and conditions of all your account relationships, access devices, other Electronic Funds Transfers, ability to withdraw funds, and Truth in Savings Disclosure is available by calling or visiting any FTWCCU office. An entire copy was provided to you when you opened your account.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed.

# **Home Banking Transactions**

You may access your account(s) by any computer at www.ftwccu.org or by using a mobile device at mobile.ftwccu.org and using your user name and password to:

- · Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from line of credit to checking or savings
- Transfer funds to and from a joint member account with proper authorization
- Make payments from checking to loans
- Make payments from checking to third parties with Bill Payment and Presentment
- Communicate with FTWCCU using the electronic secure email feature or secure live chat

# FTWCCU's liability for failure to make transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- 2. If you have an overdraft line or NSF Proof Privilege and the transfer would go over the maximum limit.
- 3. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 4. There may be other exceptions stated in our agreement with you.

### **Error Resolution Notice**

In Case of Errors or Questions about Your Electronic Transfers. Call or Write us at (800) 817-8234 or PO Box 210848, Bedford, Texas 76095-7848, 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 or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1. Tell us your name and account number (if any).
- 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business (5 business days for MasterCard Debit Card point of sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account) apoint-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

# Transfer Limits on Savings Accounts (Reg D)

Regulation D is a federal regulation that places a monthly limit on the number of transfers you may make from your Savings Accounts or Money Market Accounts (such as Cash Management) when you are not physically present. You are allowed six transfers per month, per account.

# Transfers affected by this regulation include:

- Transfers made using Online Banking
- Transfers made using Telephone Banking
- Overdraft transfers (made automatically to cover insufficient funds)
- · Transfers made over the phone by a Member Service Representative on your behalf
- Pre-authorized, automatic, scheduled or recurring transfers

# Transfers not affected by this regulation include:

- ATM transactions
- Transfers made to FTWCCU loans
- Transactions made in person at any FTWCCU office
- Transactions sent in by mail or deposited into a Credit Union night drop with an original signature
- FTWCCU Bill Pay (which uses funds from your checking account)

# An automatic withdrawal you have authorized a merchant to withdraw from your Savings Account or MMA (Cash Management) will count as one of your allowable six transfers for the month.

"ACH" or "EFT" transactions are subject to Regulation D limitations. Any withdrawals attempted beyond your monthly limit will not be allowed, and you will incur an insufficient funds charge. To avoid this situation, make automatic payments using a checking account. Contact the merchant to arrange this change, and be aware that your request could take more than a month to go into effect. Alternatively, consider using FTWCCU's Bill Pay & Presentment to automatically send payments to the merchant, rather than authorizing the merchant to automatically withdraw payments.

Set up an Access Line of Credit as a backup to prevent transfer limitations and insufficient fund fees. Logon to www.ftwccu.org to find out more information and to apply. Also, complete an "overdraft authorization form" that provides specific instructions on how to "cover" any insufficient fund occurrences you may have.

### Links to other sites

From time to time this site will include links to other sites and some will take you to a third party or co-branded site where you may see the FTWCCU logo as well as the logo of the service provider. All information collected on fully branded sites is used by FTWCCU and is not shared or used for any purpose other than processing a request for service or application.

## Your Responsibility

You are responsible for keeping your online password, account numbers, personal identification information, and other account data confidential. FTWCCU cannot be responsible for, and will not cover, losses due to the following:

- Input errors or misuse of the service.
- Negligent handling or sharing of passwords leading to unauthorized access to accounts.
- Leaving a computer/mobile device unattended during an online session. Be sure to click "Log Out" to end your session.
- Failure to report known incidents of unauthorized account access within two business days.

## Security and Electronic Access

Because we know that you value the confidentiality of your personal and financial information, FTWCCU and its service providers use security software that encrypts the information you send us. FTWCCU never initiates requests for sensitive information by email such as Social Security numbers, Telephone numbers, User Name, Passwords, or Account Numbers. If you receive an email requesting this type of information, please contact FTWCCU immediately.

When you use FTWCCU Home Banking site, only information relative to logging in will be requested. In order to conduct business via FTWCCU Home Banking, you must access your accounts with your user name and password. Since this is a critical security component, it is essential that you protect your user name and password from unauthorized use. It is also advisable to log off of FTWCCU Home Banking as soon as you complete your transactions to avoid any other person from accessing your account. Should you forget to log off our system is designed to automatically "end" your session as an added protection for you. Loan applications you complete on www.ftwccu.org are encrypted to protect your privacy. When contacting FTWCCU via e-mail, it is important to note that only the secure e-mail available via www.ftwccu.org is encrypted. To protect your privacy, it is advisable not to include any confidential information sent via standard e-mail channels.

## Changes and Availability

We reserve the right to change these "terms and conditions" from time to time. You agree to check the "terms and conditions" periodically to make sure you continue to agree with any changes. We also reserve the right to terminate the site or your license, make access unavailable, and change the site content, with or without reason or notice at any time.

### **Keeping Your Information Current**

So that we can be certain that you receive all necessary information concerning your accounts, it is important for you to notify us if any of your personal data has changed. If you change your email address at anytime and don't update it using the "My Profiles" field and we receive a "delivery status issue" your email address may be deleted. If you find that the information that FTWCCU has on record for you is incorrect, incomplete, or is in need of updating, please contact us, either in writing at:

### Fort Worth Community Credit Union – PO Box 210848, Bedford, Texas 76095-7848 Business Days: Monday through Friday Excluding Federal Holidays (817) 835-5000 or (800) 817-8234

You may ask for copies of the documents that we used in our investigation. \* Inactive home banking accounts will be removed when there is no activity for 120 days. Inactive bill pay accounts will be subject to a \$5 monthly fee when there is no activity for 90 days.

FTWCCU's FinanceWorks & Debit Rewards Offers -- End User License Agreement

In addition to the above content, if you decide to use either FinanceWorks or the Debit Rewards Offers (Purchase Rewards Program) application, you acknowledge and agree to the following terms and conditions of service.

LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Debit Rewards Offers, the terms "Service" and "Debit Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Debit Rewards Offers or any or services provided in connection with them, prevent access to or the use of the Service, Debit Rewards Offers or any services; or (vii) otherwise use the Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

**OWNERSHIP.** The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

**YOUR INFORMATION AND ACCOUNT DATA WITH US.** You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing account registration and other account holder information, email and financial, accounting and other data ("Communications,") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information used, income Access Information to enable us to provide the Service, Debit Rewards Offers or any services provided in connection with them to you, including and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

**YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS.** Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

**USE, STORAGE AND ACCESS.** We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/ or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

**THIRD PARTY SERVICES.** In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.s.

**THIRD PARTY WEBSITES.** The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information

contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

**EXPORT RESTRICTIONS.** You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

**DEBIT REWARDS OFFERS.** If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

<u>Debit Rewards:</u> You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

<u>Debit Rewards Offers Account:</u> You must use your FTWCCU debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.

The rewards information that we provide to you, which is provided "as is" and "as available".

(i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.

Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

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