#### **Armco Credit Union**

ELECTRONIC COMMUNICATIONS DISCLOSURE AND CONSENT FORM AND ARMCO CREDIT UNION ONLINE BANKING SERVICE AGREEMENT

## **Electronic Communications Disclosure and Consent Form**

Please read this information carefully and print and retain a copy for your reference. This document is provided in accordance with the Electronic Signatures in Global and National Commerce Act.

By utilizing any of Armco Credit Union's Online Services, you agree that Armco Credit Union ("ACU or Credit Union") may, but is not obligated to, send any and all of its communications to you electronically (collectively referred to as "Electronic Communications"). Electronic Communications may include information related to any of ACU's Online Services or other deposit and loan products, services or features or our decisions related to your application, terms and conditions and agreements that govern any deposit account, loan or service we make to you and all related disclosures. Electronic Communications may also include important information that you would otherwise receive from us through the mail (such as, but not restricted to, notices regarding privacy, changes in terms, and periodic statements, as are required under applicable law).

This Electronic Communications Disclosure and Consent form informs you of your rights when receiving these Electronic Communications. If you do not wish to receive communications electronically from us, you may make your request or application by telephone, or in person at any ACU office.

**Consent and Acknowledgement.** You (including any joint account holders and co-applicants) acknowledge receipt of this Electronic Communications Disclosure and Consent form, evidence your intent to be bound by all terms contained herein regarding the Electronic Communications above, and consent to the delivery of Electronic Communications via the internet to an e-mail address you designate to receive such Electronic Communications. You also confirm that you meet the Hardware and Software Requirements listed below and are able to access and retain Electronic Communications from us.

Your Consent to Electronic Communications applies to all Electronic Communications that we provide to you in connection with your Online Services activity or requests, loan applications and products and services which you have in the past, now or in the future, may have with ACU. If you consent to Electronic Communications, we will provide the Electronic Communication on our website or we will send you an e-mail that informs you when relevant information is available for your viewing on our website. That communication will include instructions on how to access the information from our website. If you have consented to receive electronic communications, you may occasionally request a paper copy of the communication from us per our fee schedule.

**Withdrawing Consent**. You can elect to withdraw your consent to Electronic Communications at any time by contacting our Call Center at **724-284-2020** or stopping by anyone of our branches during our business hours. The legal validity and enforceability of prior Electronic Communications will not be affected if you withdraw your consent.

Hardware and Software Requirements. To receive Electronic Communications, you must ensure that you are able to receive information electronically and retain it. You must have a computer system with a Supported Internet Browser and a Supported Adobe Acrobat Reader® in order to receive disclosures electronically. Adobe Acrobat Reader® is freely available for your use to read Portable Document Format (PDF) documents on the Internet. You can download a copy at the following URL: http://www.adobe.com/products/acrobat/readstep2.html

Further, you must have a printer capable of printing any disclosure or statement that are made available on our website and/or emailed to you, and/or have the ability to electronically save and visually display on computer screens such documents.

Updating Contact Information. You are responsible for ensuring that we have your current e-mail address for purposes of receiving Electronic Communications. If your e-mail address changes, contact us via ACU Online Banking or by contacting our Call Center at 724-284-2020 to provide us with updated information through which future Electronic Communications will be received by you. If you fail to notify us of any change in your e-mail address, you agree that we may provide Electronic Communications to you at the e-mail address maintained in our records and provided by you. Any Electronic Communications we send to you will be deemed to have been provided on the date we deliver the e-mail to you.

# Armco CU Service Agreement

This Agreement is between you and the ACU governing your use of ACU Online Banking. This service permits you to perform a number of banking functions involving your accounts linked to this service using a personal computer or a mobile Internet-enabled access device. You agree to be bound to the terms and conditions pertaining to ACU Online Banking and the specific terms and conditions applicable to any other associated services, including Bill Pay service.

You should carefully read this Agreement, the Credit Union's instructions on the use of ACU online services, as they exist and may be amended, along with any applicable fee schedules before you use ACU online services. If you use ACU online services or allow another to use this service on your behalf, you agree to the terms and conditions stated in this Agreement and any applicable fee schedules. You must follow all of our instructions and procedures applicable to these services covered by this Agreement.

These terms and conditions are in addition to those that apply to any accounts you may have with us, loan or credit agreements, or any other services you obtain from us. These may include your signature card, the account and depositing disclosures, agreements and fee schedules, the terms and conditions of any loan or credit agreements, the accompanying schedules and disclosures, and any change of terms notices. If you have more than one account or other relationship with us, you may "link" the relationships together as we permit. Linked accounts under Credit Union online services must have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account.

This Agreement does not cover transfers you may make through the branch, telephone banking or through an automated teller machine (ATM). ACU is providing you with this Agreement in accordance with, and it is subject to, applicable law. Please read this document carefully, as it discusses in detail your rights and responsibilities when enrolling in this service and when conducting online transactions through this service. This service is available for consumers only.

By clicking on the "I Accept" button and/or proceeding to use this service, you acknowledge that you have read, understood, and agree to be bound by this Agreement and the terms and conditions associated with your use of this service, including any online transactions you initiate through this service.

We recommend that you print or store a copy of this Agreement and keep it with your records.

#### Armco CU Online Banking Features and Functionality

ACU online services means that information, communication, and transactions provided to you by us through any non-branch remote channel, including the ACU website, **www.armcocu.com**, within our area of service, including, but not limited to Online Banking, bill payment, mobile device banking, remote deposit, and ACH origination services.

This list is not exhaustive and ACU may offer additional services in the future. ACU may also change ACU online services at any time by adding, deleting, or changing any feature. We will send or deliver to you any notice of the change that applicable law requires us to send or deliver to you. The intent of this Agreement is to cover all services offered by ACU online services, including future services not specifically identified in this Agreement. By using any feature of ACU online services, you agree to adhere to this Agreement.

To subscribe to ACU online services, you must have at least one account with ACU. In most cases, you may use ACU online services to gain access to deposit accounts in which you have an unrestricted right to withdraw funds and line of credit accounts in which you have an unrestricted right to borrow money. However, ACU, as it may determine at any time and from time to time in its sole discretion, may deny ACU online services account access, restrict ACU online services account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

Subject to the provisions of this agreement, if you enroll in ACU Online Banking, you may have access to this service's basic features, which allow you to:

- 1. View current balance and transaction information on your account(s);
- 2. View account history:
- 3. Perform internal transfers between certain account(s) you have with us on either a one-time or recurring basis;
- 4. Download and/or export account history information for use with other systems such as Quicken®.
- 5. View check images;
- Perform self-service account maintenance such as stop payments, changing address and phone information, and changing your login ID and password;
- 7. Set-up account alerts and security alerts;
- 8. Send secure messages to us;
- 9. Pay bills;
- 10. Use your mobile device to perform certain ACU Mobile Banking functions.

Some of the above features may not be available for certain accounts or members.

In addition to this service's basic features, additional features or modules related to Online Banking may be offered by us from time to time, in our sole and exclusive discretion, including but not limited to the following:

- 1. Remote Deposit Capture Services. This service allows you to capture an image of your check and deposit it remotely to your account. Personal Financial Management Services. This service allows you to organize and manage your finances by tracking transactions, reviewing expenditures, and creating budgets.
- 2. Manage Cards Services. This service allows you to turn your ACU Debit Card or ACU Credit Card on and off in real time.
- 3. Member to Member Services. This service allows you to transfer funds to other ACU members.

Additional electronic banking services may be added by us from time to time in our sole discretion. By using these additional services when they become available, you agree to be bound by the terms and conditions associated with such services, as such terms and conditions are provided to you by us.

CU reserves the right, without penalty or liability, to withdraw or discontinue any of this service's basic or additional features or modules from a member at any time.

The use of certain features or modules related to this service may incur fees or other charges. See our Fee Schedule for further information.

#### Your Use of Service

# Internet Access Device Requirements

You are responsible for the installation, maintenance, and operation of your device and your software. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate your device or software correctly. ACU is not responsible for any errors or failures from any malfunction on your device or software. ACU is not responsible for any device virus related problems that may be associated with the use of ACU online services system. ACU is not responsible for your internet access or other data service you use to connect to ACU online services. ACU shall have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur because of your use of your device or your software.

ACU MAKES NO WARRANTY TO YOU REGARDING YOUR INTERNET ACCESS DEVICE OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

You are responsible for all internet access fees and/or internet data service fees that you access by your phone, wireless, and/or internet service provider.

## Your Login ID, Password, and Other Security Procedures

You are required to use a login ID, as well as a password selected by you, to log into ACU Online Banking. You agree that we may rely on your login ID, password and other security procedures, as further described in this Agreement and as we may modify in our sole and exclusive discretion from time to time, to identify and authenticate you when you use this service (hereinafter, collectively the "Security Procedures"). You agree to protect the Security Procedures to prevent unauthorized use.

You understand these Security Procedures include "enhanced log-in security" to access ACU Online Banking and perform certain transactions as described in this Agreement. Enhanced login security incorporates a multi-part credential for each user of ACU Online Banking that is in addition to login IDs and password security. It incorporates additional factor(s) of identity authentication that may include, but is not limited to, additional login security features such as PIN Login, and verification of personal information.

Except as is more fully discussed in this Agreement, you understand and agree that you are responsible for all transfers and payments made through this service using the security procedures. You also acknowledge and agree that if you permit another party(ies) to use the security procedures to access this service, or otherwise authorize them to use this service, such permission effectively constitutes a grant of authority to access your accounts pursuant to federal regulations. You further agree that you are responsible for any and all online transactions that party(ies) makes from your Account, even if it exceeds your authorization. Subject to the terms of this Agreement, we may follow and comply with any transfer instructions entered into this service using the Security Procedures.

For joint accounts, each person may have a separate password. Each person on a joint account will be liable for all transactions made on that account. Each person on a joint account authorizes all transactions made by any other person on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

You acknowledge and understand the importance of your role in preventing misuse of your accounts through Online Banking. You agree that it is your sole responsibility to protect the confidentiality of your account and Account number, the Security Procedures, and your personal identification information, such as your driver's license number and social security or tax identification number.

We will never email you to request your login ID and password or your personal account information over the internet. If you suspect that an unsolicited email of this nature is fraudulent, please contact us.

Please observe the following guidelines. Remember that you may be liable for the unauthorized use of your login ID and/or password.

- 1. Do not give or disclose any part of your password to anyone, including any ACU employee, particularly while on the telephone or on-line or while using the Internet.
- 2. Do not leave your account information viewable in an open area accessible by others, including your computer screen.
- 3. Do not send your login ID, password, or privileged account information over any public or general e-mail system.
- 4. Do not leave your computer unattended while you are connected to ACU online services.
- 5. You should not use a public computer to access ACU Online Banking. You agree that if you access this service from a computer other than your own (such as a public computer terminal at a library or internet café), you will not leave the computer unattended while using this service.
- 6. When you finish your Online Banking session, use the sign out button to exit Online Banking. It is good practice to use the sign out feature with all online services instead of simply closing your browser. 'Signing out' ensures that you are completely logged off this service.
- 7. If other people have access to your PC, clear your browser's cache in order to remove copies of web pages that may have been stored temporarily on your system. Refer to your browser's help file for instructions on clearing your cache.

# Mobile Banking

You may enroll in Mobile Banking to access financial services and products and the functions now, or in the future, made available by us, using a mobile device. Not all accounts are available through Mobile Banking, and not all features of Mobile Banking are available for consumers as well as non-consumers. To use Mobile Banking, you must: (a) have an Apple iOS or Android OS mobile device, which may be a mobile phone, tablet or other equipment with the mobile carrier, operating system, data plan, software and hardware supported by us now or in the future, and (b) register while logged in to your subscription to Online Banking.

Minimum hardware and software requirements: Operating System - iOS (Current Supported Version) or Android OS (Current Supported Version).

Once you download the appropriate application associated with your mobile device and register, you can start using Mobile Banking. If you use a handheld mobile device other than your mobile device to access Mobile Banking, all SMS text messages originating from Mobile Banking will be sent to the mobile device you entered when registering for Mobile Banking. It is your responsibility to provide us with accurate, complete and current information about you and your mobile device (including its phone number and your email address), and to notify us immediately if any of this information changes or if service to your mobile device is terminated. We reserve the right to refuse or cancel your registration for Mobile Banking if we cannot verify information about you and/or your mobile device.

# Mobile Banking Formats

Mobile Banking permits you to use a mobile device to perform certain transactions associated with your eligible Accounts with us. Mobile Banking may be provided in one or more formats or mechanisms, including without limitation, via the mobile web or the downloadable application. The "downloadable mobile application" component allows you to download Mobile Banking's application associated with your mobile device. The "mobile web" component of this feature of Mobile Banking may be used to access your Mobile Banking accounts via our Mobile Banking website from any web-enabled mobile device.

We may send to you, by SMS, only those communications directly relating to Mobile Banking, including without limitation, welcome messages, information, alerts, surveys and other requests for information, to the extent permitted by and in accordance with applicable law and to the extent consistent with our privacy policy. We will not send you advertisements or promotions by SMS. We, or our affiliates, may send you by email and/or by other methods communications relating to Mobile Banking including without limitation

advertisements and/or promotions to the extent permitted by and in accordance with applicable law and to the extent consistent with our privacy policy.

## Mobile Banking Transactions

You may use Mobile Banking to initiate the following types of transactions to or from your accounts through your mobile device (each, a "Mobile Banking Transaction"):

- 1. Initiate bill payment transactions: If you enrolled in our Bill Payment Service, you may use Mobile Banking to pay a bill from the account that you have designated as your funding account under the terms of our Bill Payment Service agreement you would have received when you enrolled in bill payment. For security reasons, we may limit the frequency and dollar amount of mobile bill payment transactions from your funding account. You may not initiate a mobile bill payment transaction to any new payees that are not currently on your payee list as established pursuant to our Bill Payment Service agreement. You may not establish (or delete or edit any pending) recurring payments through Mobile Banking.
- 2. Receive and/or view account and security alerts: receive certain account and security alerts via SMS text message, and/or view such alerts via Mobile Banking.
- 3. Send secure messages to us regarding Online Banking or Mobile Banking.

## Standard Messaging Service Charges

Any fees and charges that may apply to Mobile Banking will be set forth in our Fee Schedule and are separate and apart from any other charges that may be assessed by the provider or carrier of your mobile communication services for text messages sent to or from us. You understand that the standard data and text messaging rates charged by the carrier providing service for your mobile device apply when you use your mobile device to enroll in and use Mobile Banking.

## Your Responsibilities

You represent and agree to the following by enrolling in or using ACU Mobile Banking:

- 1. Account ownership/accurate information. You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- 2. User security. You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using Mobile Banking. You agree not to leave your mobile device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your login ID, password or other access information to any unauthorized person. If you permit other persons to use your mobile device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize. We will not be liable for any damages resulting from your failure to follow the above precautions. You agree not to use any personally identifiable information when creating shortcuts to your account. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.
- 3. User conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would:
  - a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in any software associated with Mobile Banking;
  - b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity;
  - c) 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);
  - d)be false, misleading or inaccurate;
  - e)create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) these services of any of our service providers;
  - f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
  - g)potentially be perceived as illegal, offensive or objectionable;
  - h)interfere with or disrupt computer networks connected to Mobile Banking;
  - i) interfere with or disrupt the use of Mobile Banking by any other user; or
  - j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

#### Mobile Remote Deposit

ACU reserves the right to change this Mobile Remote Deposit section or the Mobile Remote Deposit Services as it may deem necessary or appropriate. CU reserves the right, without penalty or liability, to withdraw or discontinue Mobile Remote Deposit Services from a member.

Remote Deposit refers to your deposit of Qualifying Items to your account by endorsing the paper original, then scanning both sides of the paper check and sending their accurate images to the CU as per instructions presented within ACU Mobile Banking during the remote deposit process.

#### Hardware and Software Requirements

You can make Remote Deposits using ACU Mobile Banking if your mobile device meets the following minimum hardware and software

requirements: Operating System - iOS (Current Supported Version) or AndroidOS (Current Supported Version); and minimum mobile device camera requirements with rear-facing camera capabilities and, 1.9 or higher megapixel resolution.

## Image Quality Requirements

Image quality of Qualifying Items you send us will be sufficiently inclusive and high quality to permit us to satisfy all pertinent requirements as established by CU or applicable law and regulatory agencies including: The Check 21 ACT, 12 USC 5001, et seq.; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other clearing houses or associations.

## Remote Deposit Limits and Receipt Deadlines

In addition to regulatory limits, ACU reserves the right to limit the frequency and dollar amount of mobile remote deposits initiated via your mobile device for security reasons. Images of Qualifying Items transmitted by Remote Deposit are not considered received by ACU until you have received an electronic confirmation of the receipt of the deposit from ACU. However, receipt of the confirmation from ACU does not mean the transmission was error free or complete. Images of Qualifying Items transmitted by you and received by ACU by 3:30 pm. Eastern Standard Time (EST) Monday through Friday, shall be credited to your applicable account on the same Banking Day.

Items received by ACU after 3:30 p.m. EST on any Banking Day shall be credited to your applicable account on the next Banking Day. You understand and agree that funds from Qualifying Items deposited under the terms of this Agreement are subject to ACU's Funds Availability Policy and will generally be available after processed and once funds are received.

#### **Notices and Communications**

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have on file for you. Or, we may make such notices available to you through ACU online services or at the last known e-mail address that we have for you in our records.

Any notice, communication, or document concerning this Agreement or ACU online services that you send us, by U.S. Postal to the address specified in the Agreement or through the Online Banking secure messaging service, will not take effect until we receive it, and have reasonable time to act on it.

You should realize that general or public e-mail transmissions outside of the Online Banking service are not secure. Therefore, do not send us or ask us for confidential or sensitive information, such as your login ID, password, account numbers, or financial information over any general or public e-mail system.

## Address Changes

It is your responsibility to ensure that your contact information including addresses, both U.S. Postal and email, and phone numbers are accurate. You may update your contact or profile information within ACU Online Banking. ACU will not be responsible for any bill payment processing errors or fees incurred resulting from incorrect contact information that we have on file for you.