

## FOUNDERS FEDERAL CREDIT UNION ONLINE SERVICES AGREEMENT

### I. FOUNDERS ONLINE AND BILL PAYMENT SERVICES

This Founders Online and Mobile Services Agreement and the Electronic Signature Agreement jointly referred to as "Agreement" is between Founders Federal Credit Union (hereinafter "we", "us", "our", "Founders", "Founders Online", "Founders Bill Pay" or "Credit Union") and each member who has enrolled in our Founders Online service, together with any person who is authorized by a member to use or access their Founders Online service (hereinafter referred together as "you, your, or yours"). "Services" means that information, communications, and transactions provided to you by us through any non-branch remote channel, including Call 24 and the Founders Federal Credit Union Website, [www.foundersfcu.com](http://www.foundersfcu.com) (site) within our Federally Chartered Field of Membership including, but not limited, to the following: Account Information, Funds Transfers, Bill Payments, Stop Payments, Check Inquiry and Check Reorder for account(s) established at a branch or any products or services offered by or through Founders Federal Credit Union. When you use our services or you permit any other person to use our services, you agree to the terms and conditions we have set forth in this Agreement and any instructional material which we provide you regarding the services. Your use of the services may be made by use of certain numbers, codes, marks, signs, public keys or other means of establishing your identity and acceptance of the electronic communications which are acceptable to us. All electronic communications that meet these requirements will be deemed to be valid and authentic, and you intend and agree that those electronic communications will be given the same legal affect as written and signed paper communications. You agree that electronic copies of communications are valid, and you will not contest the validity of the original or copies, absent proof of altered data, or tampering. If you contract with us electronically or otherwise request documentation or disclosures electronically, you specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records call, write, or visit a local branch listed in the link in Addendum A. Withdrawal of your consent may take two forms. First, you may request withdrawal from all electronic services. This request will terminate your enrollment in all Founders electronic services including Founders Online, Founders Mobile Banking, eLending, eMortgage, secure forms, Founders Bill Pay, Founders Credit Cards Online Services, eStatements and Call 24. Second, you may request withdrawal from the electronic statements portion of Founders Online services only. This request will allow you to access all Founders Online services except the electronic statements portion and you will receive a paper statement mailed to you periodically. Founders Online and Founders Bill Pay are additional "electronic" services provided to increase the convenience of our members. This Agreement supplements the other terms and conditions set forth in the "Accounts and Services of Your Credit Union" (Disclosure Booklet). To the extent that there is any conflict between the other terms of the Disclosure Booklet, this Section will govern our relationship with you.

#### A. Founders Online Definitions.

1. "Founders Online" means our total services accessed via Internet connection for the convenience of our membership.
2. "Founders Bill Pay" means our service that allows you to pay (either by electronic transfer or postal delivered check) designated Payee(s) through a Founders service partner.
3. "Payee" means any individual, financial institution, educational institution, company, merchant or other person or entity that you wish to pay using Founders Online Bill Pay services.

#### B. Eligibility

In order to enroll and activate services through Founders Online, you must be eligible to maintain an account with Founders Federal Credit Union. To determine your eligibility for Founders Online services, now and in the future, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. To use Founders Online services, you must use a personal computer or other device with the capacity to interface by modem or other device to an Internet Service Provider using the highest available SSL encryption. Once a live connection to the Internet is established you may access Founders Online services from our web site at [foundersfcu.com](http://foundersfcu.com). You are responsible for the set-up, maintenance, and security of your personal computer and communications equipment. The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with the Founders Online web site, and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions.

### II. FOUNDERS BILL PAY FEES

Access to Founders Online and Founders Bill Pay is free. However, if you elect to enroll in the Account to Account Service, there may be a fee for each transfer you make to another Financial Institution which will be disclosed to you at the time of service. If applicable, this fee will be charged to your primary share account at the end of each month. Other applicable service fees (insufficient funds, stop payment, check copy, etc.) will be debited from the account used to make the bill payment. In addition to the insufficient funds fee charged by Founders, the bill pay service provider will also charge a fee for insufficient funds. You may also contact a Founders Representative for more information. Please refer to the link in Addendum A "Founders Online and Founders Bill Pay Fee Schedule" for a complete listing of all fees related to Founders Online and Founders Bill Pay services.

### III. PARTIES' RESPONSIBILITIES

#### A. Member's Responsibilities

##### 1. Personal Identification Information

You are responsible for keeping your Founders Online username, password, secure access code (hereafter referred to as personal identification information) and account data confidential. We are entitled to act on transaction instructions received using your personal identification information, and you agree that the use of your personal identification information will authenticate your identity and verify the instructions you entered for the transaction. You agree, therefore, that by entering your personal identification information, you are authorizing Founders Federal Credit Union to accept your Founders Online login as your personal signature. If you authorize other persons to use your personal identification information in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed your personal identification information. You are responsible for any transactions made by such persons until you notify us in writing that transactions made by that person or instructions regarding your account(s) are no longer authorized. It is also important for you to know that a Founders representative can assist you in changing your personal identification information if you have forgotten it.

##### 2. Online Banking Entitlements/Manage Users

Within Founders Online, you can grant access for others to be added as a User within your online banking profile. This access will not add the User as a joint owner on your account; however, the User could transact on your account (deposit, transfer or withdraw) as a joint

owner would depending on the permissions and access you grant. The entitlements or access you give to others will remain in effect until their permissions are changed or deleted by you.

### **3. Personal Computer Security**

You are responsible for the set-up, maintenance, and security of your personal computer and modem or other connection device. You understand that frequent regular software updates for Internet Browsers, Antivirus, Operating Systems, Media Players, and other communication software are essential to the security of your connection to Founders Online and that in the event of a disruption, interruption, or delay in your ability to connect to Founders Online services, you have multiple alternative means provided to you by the credit union to manage your personal accounts and bill pay requests (Founders office visits, Call 24, Contact Center Representatives). In no event will your inability to connect to Founders Online services be construed to relieve you of any payment obligation or membership responsibilities. You also understand that access to your personal computer while logged on to Founders Online services may allow anyone in close proximity to your PC display to view your personal account information and, in your absence, to make or modify transaction instructions. You recognize your responsibility; therefore, to safeguard your personal identification information and the physical access to your personal computer and Founders inability, in such circumstances, to distinguish between you as the authorized account owner, or joint owner, and an intruder.

### **4. Reporting Unauthorized Transactions**

If you believe that an unauthorized transaction has been or may be conducted from one of your Credit Union accounts without your permission contact us immediately:

- Contact your local Founders office or call a Founders Representative at 1-800-845-1614.
- You may fax us at 803-289-5054.
- You may also write to us at 737 Plantation Road, Lancaster, SC 29720.

Contacting us right away will help you reduce possible losses. To the extent a transaction is an electronic fund transfer, you may lose no more than \$50.00 if you notify us within two business days of discovering an unauthorized use of Founders Online or Founders Bill Pay services or your Call 24 PIN. You may, however, lose as much as \$500.00 if you do not notify us within two business days of discovering the unauthorized use and we can prove that we could have stopped the unauthorized use had we been notified. If you do not report unauthorized transactions that appear on any of your periodic statements within 60 days after such statements are mailed or electronically made available to you, you risk unlimited losses on such transactions if we can prove that we could have prevented the unauthorized use had we been notified within this 60 day period. If you are delayed in notifying us for good reason (e.g. extended trip or hospital stay) we have the option to extend these time periods.

### **5. Payment of Fees for Service**

Founders Online is provided as a service to members of the credit union in good standing. Enrollment is elective and may be cancelled by the member or by Founders at any time. Founders Bill Pay is an elective service and requires participating members to pay all fees associated with the service according to the attached fee schedule Addendum A and as defined in this agreement and our service provider's Terms and Conditions. Members may elect to cancel enrollment, or Founders or Founders Service Provider may cancel enrollment, in Founders Bill Pay at any time. Members who elect to discontinue Founders Bill Pay service and/or choose to close their primary share account are responsible for all unpaid fees related to Founders Bill Pay services provided. Founders and Founders Service Provider will collect all fees.

#### **B. The Credit Union's Responsibilities**

##### **1. Our Responsibility for Processing Transactions**

If we do not complete a transfer to or from your Account or cancel a transfer as properly requested on time or in the correct amount according to our agreement with you, we are liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

##### **2. Limitations of Our Responsibility for Processing Transactions**

There are some exceptions to our liability for processing transactions on your Accounts. We will not be liable, for instance:

- (a) if, through no fault of ours, you do not have enough money in your Account to make the transfer/payment; or
- (b) if the transfer/payment would go over the credit limit on your overdraft line; or
- (c) if the funds in your Account were attached or because of legal restrictions affecting your Account; or
- (d) if circumstances beyond our control such as interruption of telephone service or telecommunication facilities, or natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or
- (e) if local, regional, national, or international Postal Delays or disruptions delay or prevent delivery of your payment to your Payee; or
- (f) if you do not set up the payment soon enough for payment to be received and credited by the payee in advance of the due date; or
- (g) if your Payee does not credit your payment promptly or properly after receipt; or
- (h) if Internet Service outages or Denial of Service attacks on servers or systems supporting Founders Online communications with the Internet; or
- (i) if you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the Payee on a bill payment; or
- (j) if you have not properly followed the instructions for using our Founders Online services; or
- (k) if you receive notice from a merchant or institution that any payment you have made through our Founders Online services remains unpaid, and you fail to notify us of this fact within five (5) calendar days from the date you receive any such notice; or
- (l) if the payee was a merchant or institution, you are not permitted to designate; or
- (m) for any failure to provide access or for interruptions in access to our Founders Online services due to a system failure or due to other unforeseen acts or circumstances; or
- (n) for any errors or failures from any malfunction of your personal computer or any computer virus or other problems related to your personal computer equipment used to access our Founders Online services; or
- (o) for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Netscape Navigator®, Microsoft Internet Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Founders Online services.

##### **3. Performance of Software and Electronic Service and Warranty Disclaimer**

Neither we, nor any of our agents, affiliates or any other person(s), nor any software supplier nor information provider represents and warrants to you that the software we may supply to you for the Founders Online service is free from any defects, computer virus or other software-related problems. In the event of such defects or computer virus caused by the Founders Online software, our sole responsibility

shall be limited to the replacement or the reasonable cost of replacement of the software we provided in connection with the Founders Online services. In no event will we be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use the Founders Online services, or for any loss of any data, even if we have been informed of the possibility of such damages. In states which do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

FURTHER, NEITHER WE, NOR ANY AGENT, AFFILIATE OR OTHER PERSONS, ANY SOFTWARE SUPPLIER NOR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

#### **4. Bill Payments**

We are not responsible for postal delays or processing delays by the Payee for any Bill Payment made through the services of Founders Online.

### **IV. SETUP AND USE OF FOUNDERS ONLINE SERVICES**

#### **A. Access to Founders Online Services.**

Founders Online services are generally accessible through the Internet 24 hours a day, seven days a week, except that Founders Online services may be periodically inaccessible for a reasonable period of time for system maintenance. Founders Federal Credit Union makes no guarantees nor warranty of Founders Online services availability through the Internet. We may modify, suspend, or terminate access to the Founders Online services at any time and for any reason without notice or refund of fees you've paid. Furthermore, your Founders Online services will be suspended after six (6) months of inactivity; however, you may reenroll at any time to access eStatements if you were previously enrolled in this service.

#### **B. Account Access**

Members who are enrolled in Founders Online service can access their Personal and Joint Ownership Accounts at the Credit Union through an Internet connection to [foundersfcu.com](http://foundersfcu.com).

- One login will access your personal account and joint ownership accounts.
- You can also transfer funds to an account you do not own through the use of Founders Pay or Entitlements, if applicable, within Founders Online.
- You understand that any and all joint owners will have access to all such accounts through Founders Online and Founders Bill Pay, and are authorized to conduct transactions through Founders Online and Founders Bill Pay. You also understand that Founders Federal Credit Union has no means to verify your personal identity during electronic sessions except through your personal identification information (personal account number, username, password, and secure access code).
- You understand that you have the right to stop your Founders Online and/or Founders Bill Pay services at any time.
- You also understand that you may elect to enroll in Founders eStatements and specifically elect to receive your periodic statement electronically. (Upon signing up for Founders Online, you are automatically enrolled to receive all communications electronically.)

Special Note: Please carefully review the sections of this document covering "Personal Identification Information " and "Personal Computer Security" for important information about the security of your Founders Online account information.

### **V. FOUNDERS ONLINE SERVICES**

#### **A. Available Services**

##### **1. Account Access**

All Members in good standing of Founders Federal Credit Union are eligible to access their accounts through Founders Online and receive account information by electronic transmission of a visual display of the text. You must be an authorized user of the Internet Browser or other software you select. You must enter your personal account number to enroll in Founders Online services. If you need help, just contact a Founders Representative during normal business hours (EST) Monday through Friday at 1-800-845-1614. We will be happy to help you. You understand that we may require that you document any oral request in writing before taking some actions. During a successful enrollment, you will be asked to create unique personal identification information. This personal identification information identifies you in the same manner as your account number.

Once logged onto Founders Online, Members in good standing can perform a variety of activities, including the following:

- View a summary of accounts.
- Get account information for Checking, Savings, Money Market *Plus*, Loans and Credit Cards.
- Review recent transactions.
- View, print and save recent eStatements for this account.
- Make transfer payments to Line of Credit, Personal loan, Auto Loan, Credit Cards and Mortgage Loans with the Credit Union using funds transferred from Checking, Savings or Money Market *Plus*.
- Transfer funds between Checking, Savings or Money Market *Plus*.
- Transfer funds to another account you do not own through the use of Founders Pay or Entitlements, if applicable.
- Borrow from your Line of Credit, if available, with funds transferred to Checking, Savings or Money Market *Plus*.

##### **2. Bill Payment**

If you choose to enroll in Founders Bill Pay service, you may pay bills either on an automatic basis, a recurring basis, or periodically as you request. Follow the specific instructions you receive online, as modified from time to time. Read carefully all notices and confirmations. You may choose to save or print these notices for your personal records. Once enrolled in Founders Bill Pay, Members in good standing can:

- Add/change/delete payees.
- Set up payments.
- Review past payments.
- Review, change or cancel future payments.

#### **B. Additional Information about the Founders Online Services**

##### **1. Account Transfers**

You may transfer funds through the Founders Online services in any amount as predetermined by your overall relationship with Founders. The use of a secure access code may be required to further authenticate your transaction. All transfers are subject to the limits, conditions,

rules, and regulations of the National Credit Union Administration. Transfers are only allowed on your personal accounts, on accounts where your name appears on the signature card as a Joint Owner or on member accounts that you do not own through the use of Entitlements or Founders Pay.

## **2. Bill Payment Service**

All Bill Payment transactions are subject to the limits, conditions, rules, and regulations of the National Credit Union Administration. When you sign up for Founders Bill Pay service, you must agree to pay the transaction fees for this Service, if applicable, including fees charged by Founders' service provider. You agree to pay these fees and direct Founders Federal Credit Union to debit your bill payment account for all fees and service charges according to the Fee Schedule or as requested by Founders service provider and as agreed to in the service providers terms and conditions. All obligations you wish to pay using Founders Bill Pay service must be payable in U.S. dollars to a payee located in the United States of America. We reserve the right to restrict categories of payees to whom payments may be made using the Founders Bill Pay service. You agree to pay all fees, if applicable, for Founders Bill Pay service.

- a) Processing Bill Payments. Founders contracts with an Internet Bill Payment Vendor (service provider) to provide this service. Bill payments will be processed according to the terms and conditions of this service provider. You should allow sufficient time for bill payments to reach your Payee. Founders Bill Payment Vendor will attempt to transmit your payment to your designated payee using electronic funds transfers through an automated clearinghouse (ACH). These electronic transactions are made in compliance with NACHA rules and standards. Not all Payees can or will accept electronic bill payment transfers. For these Payees a paper check will be mailed on your behalf to the Payee. For this reason, you should allow time for postal delivery of your payment in advance of any Payee due date. Founders Federal Credit Union and its contracted Internet Bill Payment Vendor cannot be held responsible for payments made through Founders Bill Pay service that do not arrive on a specific Payee due date. Founders Federal Credit Union agrees to exercise reasonable care and caution to expedite all payment requests.
- b) Funds Verification. You agree that you will instruct Founders' service provider to make a withdrawal only when sufficient funds are or will be present in your designated account(s) at the time of the withdrawal. If sufficient funds are not available you agree to pay all fees for insufficient funds.
- c) Entering Bill Payment Information. When you add Payees to the Founders Online service, you must accurately enter your payee account number and remittance address exactly as they appear on your payment stub or invoice. You agree and accept your responsibility to accurately enter all requested information.
- d) Canceling Bill Pay Transactions. You may cancel a Bill Pay transaction subject to the Terms and Conditions of the Bill Pay service provider. You must notify us at least four (4) days in advance of the scheduled processing date. Thereafter, a stop payment fee will be assessed to cancel the Bill Pay transaction.

## **3. Canceling Scheduled Transfers and Cross Account Transfers**

You may cancel a pending transaction scheduled on Founders Online anytime before the scheduled process date you selected. You may cancel the scheduled transaction electronically through Founders Online or request a cancellation by contacting a Founders Representative at least 24 hours in advance of your selected processing date for the transaction. If your computer connection is not available, or you need assistance to cancel a scheduled transaction call a Founders Representative at 1-800-845-1614 during normal business hours Eastern Standard Time (EST). To execute your request we must receive your instruction to cancel at least one (1) business day or more before the date you designated as the process date. If you request a cancellation orally, we may require you to confirm your request in writing and deliver it to us within 14 days after your call. Requests to cancel a scheduled transaction after 4:00 p.m. (EST) are processed the following business day. If we do not receive your instruction to cancel a transaction at least 24 hours before the processing date, you agree that we may process the transaction. If you order us to cancel a scheduled electronic transaction three (3) business days or more before the process date you selected when setting up the transaction, and we do not do so, we will be liable for your losses or damages if you gave us the correct information. If you close your membership Share Savings account (Suffix "00"), your Founders Online and Founders Bill Pay services will end, and any unprocessed transactions will be cancelled. You agree to pay all fees for Credit Union services including fees for stopping and refunding scheduled electronic transactions.

## **4. Stop Payment Order ("SPO") For "Preauthorized" and Other Transactions (Founders Online)**

You may request a stop payment for a processed preauthorized transaction from your account any time before the payment is received and deposited by your selected Payee. You must notify the Credit Union orally or in writing as soon as possible after your transaction has processed. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment orders shall cease to be binding fourteen (14) days after it has been made. This means that if the Credit Union does not receive your written confirmation the preauthorized payment and all future preauthorized payments to the payee may be paid by us from your account(s) after the 14th day. If you order us to cancel a scheduled electronic transaction three (3) business days or more before the process date you selected when setting up the transaction, and we do not do so, we will be liable for your losses or damages if you gave us the correct information. We will charge you a fee for each stop payment order you give as set forth in the link in Addendum A. The Credit Union reserves the right to establish and maintain service charges and/or transaction fees and may change or amend such fees and charges from time to time.

## **5. Right to Documentation/Periodic Statements**

Periodic Statements. Transfers and withdrawals transacted through Founders Online and Founders Bill Payment services will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. The following comments will appear on the periodic statement of both the sender AND the receiver of funds: (1) The dollar amount of transferred funds; (2) The account number that funds were transferred from and into; (3) The names of the sender and receiver of the funds. No other account information will be exchanged.

## **6. Third-Party Services**

We utilize the services of a third-party vendor to provide Founders Bill Pay service to you. You authorize and agree to our use of the services of third party vendors, and our disclosure of any and all information, including non-public personal information and personally identifiable financial information, when we deem such disclosure to be necessary or appropriate to initiate, complete, or facilitate any transaction you order us to make. You further acknowledge and agree that the terms of this Agreement also apply to your relationship with any vendors we use in providing these services, as may be changed from time to time in our sole discretion.

## **7. Information Disclosure**

We will disclose information to third parties about your account of the transactions you make: (1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.

## **C. Bill Payments from Savings/Money Market Deposit Accounts**

We do not allow use of a share savings account type for bill payments on Founders Bill Pay service. In addition, Founders does not recommend the use of money management (share or checking) account types as the source of your bill payments. Federal regulations (Regulation D) require us to limit either by contract or in practice the number of certain types of transfers from share savings and money market deposit accounts. Under these regulations you are limited to six (6) pre-authorized electronic fund transfers, telephone transfers, Founders Online transactions, Founders Bill Pay, Money Management, and point-of-sale transactions per month. Of these six transactions, you are limited to no more than three transactions per month by money management check or point-of-sale. Each fund transfer or payment through Founders Online services from your money management account is counted as one of these limited transfers you are permitted each statement period. However, payments to your Founders loan accounts are not counted toward this limit. For example, you wish to make two payments this month from your Money Management account (One to a Department Store Credit Card and the other to a Student Loan). After making these payments using Founders Bill Pay, you would only be allowed one additional transaction on your Money Management account for the remaining days of the month. To avoid exceeding these limitations, we suggest that you transfer one amount from your share savings or money management account each month into your checking account for all your Founders Bill Payment needs.

#### **D. No Signature Required**

When any bill payment or other services generates items to be charged to your account, you agree that we will debit your designated eligible account or the account on which the item is drawn without requiring your signature on the item, and without prior notice to you.

#### **E. Contact by Founders Federal Credit Union or Other Parties**

Founders' employees, vendors, and member service providers will never contact you via email, telephone, or in person requesting your Founders Online Account # or Call 24 PIN. If you are contacted by anyone requesting this information, please notify us immediately by calling 1-800-845-1614 during normal business hours Eastern Standard Time (EST).

#### **F. Ownership of Materials**

The content and information on our site is copyrighted by Founders Federal Credit Union, and the unauthorized reproduction or distribution of any portion is prohibited.

#### **G. Performance of Software and Electronic Service**

In no event will we or our officers, directors, employees or agents be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse, or inability to use the services, or for any loss of any data, even if we have been informed of the possibility of such damages. We make no warranty to you regarding your equipment or the software, including any warranty of merchantability or fitness for a particular purpose.

#### **H. Area of Service**

The services covered by this Agreement and any application for membership or loan services available at our site are solely offered to eligible residents of the United States of America living within the boundary of our charter counties, cities, townships or communities or employees of Select Employer Groups (SEG's) that sponsor Founders Federal Credit Union membership. Members or eligible prospective members residing or traveling outside of the U.S. may have limited access to their Founders Online information and services. Founders reserves the right to limit access in any way to Founders Online services.

#### **I. Electronic Transaction Errors and Resolution**

In case of errors or questions about any Bill Payment service transaction or other electronic transfer initiated from your account(s) under the services, contact us immediately. Contact your local Founders office or call a Founders Representative at 1-800-845-1614. You may fax us at 1-803-289-5054.

You may also write to us at 737 Plantation Road, Lancaster, SC 29720. If you think your statement is wrong, or if you need more information about a transaction listed on the statement contact us immediately. We must hear from you no later than 60 days after we send, deliver, or make available to you the FIRST statement on which the problem or error appeared; and you must provide us with the following information:

- Tell us your name and account number(s).
- Describe the suspected error or the transaction you are concerned about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.
- If you tell us orally or by electronic communication, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within ten (10) business days\* after we hear from you, and will correct any error promptly. However, if we need more time, we may take up to forty-five (45) days\*\* to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days\* for the amount you think is in error so 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 ten (10) business days, we may not provisionally credit your account or investigate your claim further.
- If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. Expenses incurred by the Credit Union to research disputed transaction(s) shall be paid by you when such transaction(s) are proven to have been authorized by you or made by an unauthorized user. Further, when we determine that there was no error or that the disputed transaction(s) was/were authorized, you will repay any amount we provisionally credit to your account.

\*If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days as indicated above.

\*\*If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a POS transaction, or notice of an error involving a transaction initiated outside the United States, its possessions or territories, we will have ninety (90) days instead of forty-five (45) days.

Further, when we determine that there was no error or that the disputed transaction(s) was/were authorized, you agree to repay any amount we provisionally recredited to your account(s).

#### **J. Amendment of this Agreement**

We may amend this agreement (including changes in its fees and charges hereunder) at any time unless such change or amendment requires notice required by law or applicable regulation. Your continued use of the services is your agreement to the amendment(s).

#### **K. Choice of Law**

This Agreement shall be governed by and interpreted under South Carolina and Federal Law.

#### **L. Waiver**

We may waive any term or provision of this agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term of provision in the future.

#### **M. Assignment**

We may assign the rights and delegate the duties under this Agreement to a company or service provider of our choice or to any other party.

#### **N. Entire Agreement**

This Agreement, the Electronic Signature Agreement, Bill Pay Terms and Conditions, and eStatement Disclosure Agreement are the entire agreement between you and us for Internet electronic transactions and services and they supersede all agreements, any marketing or other similar material pertaining to the services delivered to you in writing, verbally, or obtained at our site or at the site of any referenced or linked web site or Internet Service Provider.

#### **O. Termination**

Your Founders Online agreement remains in effect until terminated by you or us. You may cancel your Founders Online services at any time by notifying us of your intent to cancel by writing or calling us at the phone number or address in the Schedule. This cancellation applies only to your Founders Online or Founders Bill Pay services accessed via the Internet and does not terminate your membership, obligations, services, or other relationships with us. You must cancel all future bill payments, transfers, or other scheduled transactions whether recurring or individual payments, when you terminate your Founders Online Agreement including Founders Bill Pay. Because Founders Bill Pay begins processing on the date you specify when setting up a payment, you agree that Founders may continue to process authorized transactions initiated prior to your decision to discontinue Founders Bill Pay service. You are responsible for complying with all the terms of this Agreement and with the terms of the Agreement governing the Accounts which you access using Founders Online. We may terminate your participation in Founders Online services for any reason, at any time, without notification. Founders will terminate your Founders Online services if you do not pay any required fee when due, if you do not comply with this Agreement, or the agreements governing your deposit accounts, or if your share or loan accounts are not maintained in good standing. We may try to notify you in advance, but we are not obliged to do so.

#### **Addendum A**

Please see Founders FCU Fee Schedule for all applicable fees for these and other services.

<https://www.foundersfcu.com/sites/www.foundersfcu.com/files/fee-schedule.pdf>

Founders Federal Business Day Disclosure

<https://www.foundersfcu.com/locations-and-hours>

### **FOUNDERS MOBILE BANKING AGREEMENT**

#### **Terms and Conditions: Founders Federal Credit Union**

This agreement is for services offered by Founders Federal Credit Union for Mobile Banking (the Service) combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 226563. To cancel, text "STOP" to 226563 at any time. In case of questions please contact member service at 1-800-845-1614 or visit <https://www.foundersfcu.com/Contact-Us>

- 1. Program.** Founders Federal Credit Union offers members mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). It 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. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, members may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the member. This program will be on-going. Message & Data rates may apply. Members will be allowed to opt out of this program at any time. For purposes of this Agreement, Mobile Banking Services means collectively all of the financial services that Credit Union makes available, and to which you have access, using a wireless handheld device such as a cell phone, personal digital assistant or tablet computer (each a "handheld") and includes, by way of example and not limitation, SMS text banking, mobile remote deposit capture, mobile web banking, and banking initiated by means of a downloadable application. 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 Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.
- 2. Enrollment.** By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure. Your use of the Mobile Banking Services is subject to this Agreement and to the following, all of which are considered part of this Agreement:
  - Terms and Conditions of Use for the Credit Union internet website, [www.foundersfcu.com](http://www.foundersfcu.com) (the "Website");
  - Terms or instructions appearing on the Website and elsewhere when enrolling for, activating, accessing, or using the Mobile Banking Services;
  - Credit Union's rules, procedures and policies, as amended from time to time, that apply to the Mobile Banking Services or any account you maintain with Credit Union (each an "Account");
  - The provisions of the Credit Union Online Banking Agreement;
  - Current rules and regulations, if any, of any funds transfer system or payment system used in connection with any Account; and
  - State and Federal laws and regulations, as specifically applicable.

In addition, any deposit account, loan, or other banking product accessed through this Service is also subject to the Membership and Account Agreement applicable to such Account provided at the time of Account opening. You should review the Account disclosures carefully, as they may include limitations and fees which might apply to your use of Mobile Banking. If this Agreement conflicts with the separate agreement to which an Account is subject, then this Agreement will control and take precedence, unless this Agreement expressly states otherwise.

- 3. Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, Founders Federal Credit Union and its affiliates and service providers, including Q2ebanking and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Founders Federal Credit Union and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Founders Federal

Credit Union and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

4. **Use of Service and Restrictions.** In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service 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 Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Founders Federal Credit Union (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Founders Federal Credit Union or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Founders Federal Credit Union, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Q2eBanking or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.
5. **Permitted Mobile Banking Transfers.** You may use the Service to transfer funds between your eligible Founders Federal Credit Union accounts. If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate internal transfer via Mobile Banking. Transfer transaction requests received after 2:00 pm EST 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 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 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. 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 Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosure. You may be subject to fees or account conversion if you exceed the transactions limits of your account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures. We may also limit the type, frequency, and amount of transfers for security purposes and may change or impose the limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.
6. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which 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. You represent that you are an authorized user of the Device you will use to access Mobile Banking.
7. **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 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 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 Mobile Banking, 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 personally identifiable information when creating shortcuts to your Account. We make no representations 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.
8. **No Commercial Use or Resale.** You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.
9. **Use of Google Maps.** You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.
10. **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend, and hold harmless Founders Federal Credit Union, its affiliates, officers, directors, employees, consultants, agents, 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 arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, misappropriation based on information,

date, files, or otherwise in connection with the Service; (b) your violations of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

11. **Other Agreements.** You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with the Credit Union except as expressly otherwise stated herein; and 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 interactions with Mobile Banking), and you agree to be solely responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

#### **TERMS AND CONDITIONS – SMS TEXT BANKING**

The terms and conditions in the Agreement are in addition to, and do not supersede or replace, any other agreements applicable to any of your accounts with us. This service is offered in conjunction with Credit Union's Mobile Banking Services combined with your handheld's text messaging capabilities. For help, text "HELP" to 226563. To cancel your plan, text "STOP" to 226563 at any time. In case of questions please call 1-800-845-1614. You will never receive a Credit Union Text Banking message that asks you to send us any sensitive personal or financial information such as your social security number.

Your use of the Credit Union's text banking service acknowledges your agreement to the following terms and conditions:

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Credit Union. You are responsible for any fees or other charges that your communication service provider may charge for any related data or message services, including, but not limited to, fees otherwise applicable to your account and fees associated with text messaging. **Messaging and data rates may apply.** Such charges may include those from your communication services provider. Message frequency depends on user preference.
2. The services are provided by Credit Union and not by any other third party. You and Credit Union are solely responsible for the content transmitted through the text messages sent to and from Credit Union. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.).
3. We may send any Credit Union Text Banking message through your communication service provider in order to deliver them to you. You agree that your communication services provider is acting as your agent in this capacity.
4. You agree to provide a valid telephone number for this service so we may send you certain information about your applicable account. We will determine in our sole discretion what information we make available through this service.
5. You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, costs and expenses (including reasonable attorneys' fees) arising from your provision of a telephone number that is not your own or your violation of applicable federal, state, or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.
6. Credit Union Text Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your accounts.
7. This service may not be encrypted and may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through this service and not to allow any unauthorized person to have access to the information we provide to you through this service.
8. We will not send you marketing messages through the Credit Union Text Banking service.
9. Receipt of account information through Credit Union Text Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties.
10. We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about the Credit Union Text Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.

#### **TERMS AND CONDITIONS – LICENSE AND USE OF THE DOWNLOADABLE APPLICATION**

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to Credit Union ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to the Mobile Banking Services from Credit Union and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. **Proprietary Rights.** The Application is licensed, not sold to you. You acknowledge and understand that the Licensor owns all right, title and interest in and to the Application, including without limitation all intellectual property rights therein.
5. **Updates.** The terms of this Agreement will govern any updates that replace and/or supplement the original Application, unless such update is accompanied by a separate license in which case the terms of that license will govern.
6. **Consent to Use of Data.** You agree that the Credit Union may collect and use technical and non-technical data and related information, including but not limited to technical information about your device, system and peripherals, that is gathered periodically to facilitate the provision of Application updates and other services (if any) to you, as well as for marketing purposes and market research.
7. **Disclaimer of Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A



PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

8. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
9. **U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
10. **Indemnification.** To the maximum extent permitted by law, you agree to defend, indemnify and hold the Credit Union harmless from and against any and all claims, suits, damages, losses, liability, costs or expenses (including but not limited to reasonable attorney's fees) arising from or incurred as a result of your use of the Application, including downloading, installation, or use of the Application, or your violation of this Agreement.
11. **Availability/Interruption.** The Application is available through your Equipment (defined below), when it is within operating range of a wireless carrier. The Application is subject to transmission limitation or interruption. The Credit Union does not guarantee that the Application will be available at all times and/or in all areas. You acknowledge and agree that the Credit Union is not responsible for performance degradation, interruption, or delays due to conditions relating to the Equipment. You acknowledge that the Credit Union shall not be liable to you if the Application in a given location is not available. If the Application is not available within your intended location, you agree that your sole remedy shall be to terminate this Agreement. "Equipment" shall mean any hardware, software, or networks associated with bringing you the Application, including but not limited to, your mobile device.
12. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of South Carolina, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of South Carolina and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
13. **Content and Services.** Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

#### TERMS AND CONDITIONS – MOBILE REMOTE DEPOSIT CAPTURE

1. The Mobile Remote Deposit Capture service (Mobile Deposit) provides you the ability to access and make deposits to your designated eligible Accounts using the Software. The Mobile Deposit service is designed to take advantage of The Check Clearing for the 21st Century Act and its regulations (collectively "Check 21"). The Mobile Deposit service enables you to use a compatible handheld device to scan an image of original paper checks ("Original Checks") that are drawn on or payable through United States financial institutions (each a "Check Image") and to electronically submit the Check Image and associated deposit information to Credit Union from your home or other remote locations using the Software for deposit into a designated eligible Account for collection thereafter by Credit Union. A Check Image submitted to Credit Union electronically for deposit is not deemed received until Credit Union accepts and confirms receipt of your Check Image deposit.
2. Your use of the Mobile Deposit service is subject to the requirements:
  - Your use of the Services constitutes your acceptance of this Agreement. This agreement is subject to change from time to time. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after the Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, the Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Service will indicate your acceptance of any such changes to the Service.
  - To access the Mobile Deposit service you must have or acquire, at your own expense, and maintain a compatible handheld device and a wireless plan from a compatible wireless carrier. Credit Union 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 the time of download and installation.
  - Credit Union will determine user eligibility for the Mobile Deposit service.
  - You may scan and submit Check Images for deposit to Credit Union within the dollar limits ("Deposit Limits") established for you by Credit Union. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC. When the image of the check transmitted to Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you must endorse an item transmitted to Credit Union as follows: "For mobile deposit only" unless otherwise instructed by Credit Union. Credit Union reserves the right to limit the frequency and dollar amount of deposits submitted through the Mobile Deposit Service. If you exceed the Deposit Limits established for you, Credit Union may in its sole discretion accept or refuse the Check Image deposit. If at any time Credit Union accepts a Check Image deposit that exceeds your Deposit Limits, Credit Union will have no obligation to do so in the future. Credit Union may at any time at its sole discretion raise or lower your Deposit Limits.

- By accepting the terms and conditions of the Mobile Banking service, you authorize Credit Union to provide you with access to all of the eligible accounts designated to participate in the Mobile Deposit service. The following account types are currently eligible for the Mobile Deposit Service: checking, savings, and money market accounts.
3. When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend, or discontinue the Service, in whole or in part, or your use of the Service in whole or in part, immediately and at any time without prior notice to you.
  4. Scanning and submitting Check Image deposits does not constitute receipt of the deposit by Credit Union. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Generally, Check Image deposits received prior to 2:30 p.m., Eastern Time are processed on the Business Day of receipt. Any Check Image deposit received after this time or on Saturdays, Sundays, and holidays when Credit Union is closed will be processed on Credit Union's next Business Day. Longer delays may apply. Depending on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as the Credit Union, in its sole discretion, deems relevant, funds deposited using the Services may not be available immediately. Acknowledgment that your Check Image deposit has been received by Credit Union does not mean that the Check Image deposit was received error free. 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. We further reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
  5. Credit Union may, but is not obligated, send you an e-mail or text to confirm receipt of your Check Image deposit. Credit Union may send a notice to you if your Check Image deposit is rejected in whole or in part. You may verify receipt and the amount of your Check Image deposit credited to your account by reviewing your mobile deposit history or statement online or by calling the Credit Union telephone banking number.
  6. You agree that you will use the Mobile Deposit service to scan only Original Checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated Account with Credit Union. All other items may be deposited by alternate methods such as in person or by mail.
  7. You understand that Credit Union is not obligated to accept for deposit any Check Image that Credit Union in its sole discretion determines to be ineligible for the Mobile Deposit service. Ineligible items include: Check Images of items drawn on banks located outside the United States, checks made payable to others or made payable to a business, remotely created checks, traveler's cheques, money orders, returned checks, checks that you know or suspect are fraudulent or otherwise not authorized by the account owner on which the check is drawn, checks dated more than 6 months prior to the date of deposit or postdated in the future, Check Images that are illegible, images of checks previously converted to Substitute Checks (as defined by Check 21), Check Images with unreadable magnetic ink character recognition ("MICR") information, checks prohibited by Credit Union's current procedures related to Mobile Deposit, and check images that are in violation of any federal or state law, rule or regulation. The quality of any Check Image 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. You acknowledge and agree that even if Credit Union does not identify a Check Image as ineligible, the Check Image may be returned to Credit Union because, among other reasons, the Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. Credit Union's failure to identify a Check Image you transmit to Credit Union as ineligible shall not preclude or limit your obligations.
  8. You shall fully destroy each Original Check in your Check Image deposit thirty (30) days following receipt and crediting of your Check Image deposit or as Credit Union may otherwise instruct. Prior to destruction you shall maintain each Original Check in a secure location, agreeing to safeguard the Original Check and any copies of it from access to others. You understand each Original Check must be fully destroyed following any retention period and that a paper shredder is one such method to assure destruction. You are responsible if an Original Check is misused following submission by Check Image deposit and its full destruction.
  9. You make the following representations and warranties:
    - You shall not alter any Original Check or Check Image and shall review the Check Image to ensure that it accurately represents all of the information on the front and the back of the Original Check at the time you scanned the Check Image.
    - You shall submit to Credit Union only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data.
    - You shall destroy the Original Checks as stated above.
    - You shall not submit to Credit Union or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into your Account with Credit Union or which you previously submitted to and was accepted by any other person or entity for deposit.
    - You shall not deposit into your Account with Credit Union or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Check Image deposit to Credit Union, unless following receipt of your submission, Credit Union notifies you that the Check Image is ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.
    - You shall indemnify, defend, and hold Credit Union and its agents from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Image, Substitute Check, or Original Check processed through the Mobile Deposit service as described above.
    - You shall use the Mobile Remote Deposit Capture service only for your own personal use in accordance with the terms of this Agreement. You shall not make the Mobile Deposit service available or transfer your rights to use the Mobile Deposit service for the benefit of any third party.
    - You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware.
    - You will comply with this agreement and all applicable rules, laws, and regulations.
  10. Credit Union will acknowledge receipt of your Check Image deposit submitted through the Mobile Deposit service and notify you if a Check Image is not eligible for deposit. Credit Union's ability to provide the Mobile Deposit service is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and Credit Union's response. Credit Union shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of the Mobile Deposit service, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within Credit Union's control.

11. Some accounts may not be eligible for Mobile Deposit. Credit Union determines which accounts are eligible for Remote Deposit Service.
12. All fees and charges related to any Account you access with the Mobile Deposit service as stated in the applicable Fee Schedule for the Account will remain in effect when using the Mobile Deposit service. The monthly fees and charges, if any, for the use of the Mobile Deposit Service are found in the applicable Fee Schedule.
13. You agree to notify Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Credit Union account statement is sent. Unless you notify the Credit Union within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the Credit Union for such alleged error.
14. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE MOBILE DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE MOBILE DEPOSIT SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THAT THE RESULTS OBTAINED FROM THE MOBILE DEPOSIT SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. 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 Credit Union HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
15. You agree that Credit Union may provide you with all disclosures, notices, and other communications about the Mobile Deposit service, and any future amendments or changes or additions to this Agreement, in electronic form. Credit Union will provide all future updates to the Agreement by posting the updated Agreement on Founders Online. At your request, Credit Union agrees to provide you with a paper copy of this Agreement. The parties confirm that this Agreement and all related documentation is and will be in the English language. You may request paper copies of this Agreement by calling us at 1-800-845-1614. Your consent to receive notices and updates in electronic form only will apply for as long as you use the Mobile Deposit service. You may withdraw your consent at any time by choosing to cancel the Mobile Deposit service. Credit Union may amend or change the terms and conditions stated in this Agreement (including changes in the fees and charges hereunder) by giving you at least the minimum notice required by law or regulation before the effective date of the amendment or change. Amendments may include adding new terms or conditions and deleting existing terms and conditions. Prior notice need not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of the Mobile Deposit service or the safety of Credit Union's relationship with you or is otherwise required immediately by law or applicable regulation. Credit Union shall thereafter promptly advise you of any such change in writing.

**Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purpose, or you use the Services in a manner inconsistent with the terms of the Credit Union Membership Agreement, or any other agreement with us.

**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 our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Ownership and License.** You agree that Credit Union 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 Credit Union's business interest, or (iii) to Credit Union'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.

**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 our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Revised 8/2018