

FAIRMONT FEDERAL CREDIT UNION

Mobile Banking Agreement and Disclosure

Fees

Fairmont FCU does not assess a usage fee for Mobile Banking. However, the user is responsible for all charges and fees associated with text messaging and/or data transfer imposed by their wireless service provider.

Overview

This Mobile Banking Agreement is between Fairmont Federal Credit Union (hereinafter "FFCU, we, us, our or Credit Union"), and each individual who enrolls in our Mobile Banking service, together with any person who is authorized by a member to use this service (hereinafter referred to as "you, your or yours).

The Credit Union's Mobile Banking Service provides additional "electronic" services for the convenience of our members. This agreement covers your and our rights and responsibilities concerning Mobile Banking and supplements the other terms and conditions set forth in the Credit Union's Membership, Account and Account Services Agreement and Disclosures (the "Membership Agreement"), which you have previously received and agreed to. To the extent that there is any conflict between the terms of the Membership Agreement and this Agreement, this Mobile Banking Agreement will govern our relationship concerning this service.

You understand that by using the Mobile Banking Service, you agree to the terms and conditions and acknowledge receipt of your and our rights and responsibilities governing this electronic funds transfer service. Electronic funds transfers are electronically initiated transactions involving your deposit and loan accounts at the credit union.

You warrant and agree that you will not use credit union accounts or services, including but not limited to loans, to make or facilitate any illegal transactions as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this agreement. You agree that the credit union will not have any liability, responsibility, or culpability whatsoever for any such use by you or an authorized user. You further agree to indemnify and hold the credit union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

Mobile Banking Requirements

You must be a member in good standing and agree to the terms and conditions of Fairmont Federal Credit Union's Mobile Banking Agreement and Disclosure. FFCU is committed to providing the most secure mobile access service. For your security this product only allows encrypted connections to the secure member area using SSL v3.0 or TLSv1.0 with a minimum key length of 128 bits. Requests to encrypt using any encryption method lower than the required encryption method will be denied. Check with the manufacturer of your mobile device or your mobile service provider. You are responsible for the set-up and maintenance of your mobile phone. We are not responsible for any errors or failures from any malfunction of your mobile phone or any virus or other problems related to the use of this Mobile Banking access service.

Mobile Banking Registration

All mobile banking users must provide a mobile phone number and accept the terms and conditions.

Users may enroll in mobile banking:

- In Person: Visit one of our full service locations
- By Phone: Contact a member service representative at 304-363-5320, Option 1

Mobile Banking Access

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

You may access every credit union account where you are an owner or joint owner and which have been linked by your social security number. If you are unable to access an account where you are an owner/joint owner, please contact Member Services at 304-363-5320, Option 1.

We may modify, suspend, or terminate access to Mobile Banking at any time and for any reason without notice, including 6 months of inactivity.

Mobile Banking Services

Your user name and password will be your Mobile Banking signature and you can use it to access all accounts that are linked to your social security number. Through each of the following channels, you may review balances and transaction histories and transfer funds on all accounts and sub-accounts listed under your social security number and user name. Your account balances are online and include all transactions that have been posted to your account up to that point in time. However, the account balances may differ from available balances depending upon pending but non-posted debit card transactions, check holds, or other miscellaneous holds. Transaction histories will vary from account to account depending upon the volume of transactions of each.

- **Mobile Web** - You can access your Mobile Banking account via the web at <http://fairmontfcu.cue-mobile.com/>. In addition to the services provided above, this service will allow you to set up alerts, aliases and adjust your account settings.

Transfer Limits - Minimum: 1.00 Maximum: \$5000.00

- **Mobile Phone** - You can access your Mobile Banking account via your phone at <http://fairmontfcu.cue-mobile.com/>. In addition to the services provided above, this service will allow you to set up alerts and adjust your account settings.

Transfer Limits - Minimum: 1.00 Maximum: \$5000.00

- **Mobile Text** - You may use the SMS text channel at 681-285-9643 to perform the services listed above. It is recommended that you add our mobile number 681-285-9643 into your contacts with the company heading of Fairmont Federal Credit Union. This way you can easily associate Fairmont Federal Credit Union for sending texts as well as receiving text alerts.

Transfer Limits - Minimum: 1.00 Maximum: \$500.00

Transactions involving your accounts will be subject to the terms and conditions of your Membership and Account Agreement; transactions involving loan accounts or lines of credit will be subject to your Credit or Home Equity Agreement and Disclosures, as applicable.

Security of Your Password

You are responsible for safekeeping of your password. We are entitled to act on transaction instructions received using your user name and password, and you agree that the use of your password constitutes your signature, acceptance, and agreement as if actually signed by you in writing. You agree therefore not to disclose or otherwise make available your user name and password to any other person. If you do authorize other persons to use your password in any manner, your authorization will be considered unlimited in amount and manner and those persons will have access to your accounts including but not limited to transfers, balances, account history, and payment information. If you fail to maintain the security of your user name and password, Fairmont Federal Credit Union may terminate your Mobile Banking account services immediately.

To ensure the security of your Mobile Banking account, we will return you to the log-on screen if no activity has occurred within ten (10) minutes on the mobile web site and two (2) minutes on your mobile phone.

Reporting Unauthorized Transactions

You should notify us immediately if you believe your user identification and password have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us, call during business hours at Member Services at 304-363-5320 or 877-360-3328, Option 1; write: Fairmont FCU, PO Box 2139, Fairmont WV 26555-2139

Member's Liability

You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use your user name and password, you are responsible for any transactions or requests they conduct on your accounts.

Please tell us AT ONCE if you believe your user name and/or password have been lost, stolen or compromised. Under Federal law, if you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your password without your permission. Telephoning is the best way of keeping your possible losses down.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your user name or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Mobile Banking transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the FIRST statement was sent to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making unauthorized transfers if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend these time periods.

Your role is extremely important in the prevention of any wrongful use of your account. You should immediately change your password if you think it has been compromised. You must promptly examine your account statements upon receipt. If you find that your records disagree with ours, you must call Member Services immediately at 304-363-5320 or 877-360-3328, Option 1 during business hours.

Resolving Errors or Problems

If you think your statement or confirmation is wrong or if you need more information about a transfer listed on the statement or confirmation, contact us during business hours by telephone at 304-363-5320 or 877-360-3328, Option 1 or write us at Member Services, Fairmont FCU, PO Box 2139, Fairmont WV 26555-2139 as soon as you can.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When you contact us we will need the following information:

1. Your name and account number;
2. A description of the error or the transfer you are unsure about, and an explanation as to why you believe it is an error or why you need more information; and
3. The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (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. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have 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 credit your account. 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.

To protect your rights, you should verbally notify us in a timely manner, and follow up with a written explanation within ten (10) business days.

The Credit Union's Responsibilities

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 will be liable for your losses or damages. However, there are some exceptions to our liability for processing transactions on your account. We will not be liable in the following instances:

1. If through no fault of ours, you do not have enough money in your account to make the transfer, your account is blocked or inactive, or the transfer would go over the credit limit on your line of credit;
2. If you used the wrong PASSWORD or you have not properly followed any applicable computer or Credit Union user instructions for making a transfer;
3. If your mobile phone fails or malfunctions or the Mobile Banking service was not properly working and such problem should have been apparent when you attempted such transaction;
4. If circumstances beyond our control (such as fire, flood, telecommunication outages, strikes, equipment or power failure) prevent making the transaction;
5. If funds in your account are subject to an administrative hold, legal process, or other claim;
6. If you have not given the credit union complete, correct, and current instructions so the credit union can process a transfer or in event we receive conflicting information;
7. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, web browser, your personal financial management software, or mobile phone provider or Internet Service Provider; or
8. If there are other exceptions as established by the Credit Union.

Notices

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you by mail at least thirty (30) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

Business Days

Our business days are Monday - Friday, excluding holidays.

Governing Law

This agreement shall be governed by and construed in accordance with all applicable federal laws, all applicable substantive laws of the state of West Virginia, and the by-laws of Fairmont Federal Credit Union as they now exist or may hereafter be amended. You understand that we must comply with these laws, regulations and rules. You agree that if there is any inconsistency between the terms of this agreement and applicable law, regulation, or rule, the terms of this agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

Enforcement

You are to be liable to the Credit Union for any liability, loss, or expense as provided in the agreement that the credit union incurs as a result of any dispute involving your accounts or services. You authorize the credit union to deduct such liability, loss, or expense from your account without prior notice to you.

Fees and Charges

Currently there are no fees to use Mobile Banking. All standard fees (NSF, Stop Payment, etc.) set forth in our fees and charges schedule apply. FFCU reserves the right to charge for Mobile Banking or transactions in the future. You will be given at least thirty (30) days notice prior to FFCU implementing any changes to fees or the addition of any fees or charges for Mobile Banking services.

Right to Receive Statements

All of your Mobile Banking transactions will appear on your regular account statement. The credit union will not provide separate documentation of this activity.

Consumer Privacy and Confidentiality

The importance of maintaining the confidentiality and privacy of the information provided by our members is one of our highest priorities. A detailed explanation of our privacy policy has been provided to you separately and it also appears on our website at www.fairmontfcu.com.

We will disclose information to third parties about your account or transfers you make:

1. where it is necessary for completing transfers; 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 permission.

Termination of this Agreement

Your Mobile Banking services remain in effect until terminated by you or us. You agree that we may terminate this agreement and your electronic funds transfer services if you, or any authorized user of your Mobile Banking services or password, breach this or any other agreement with us; or if we have reason to believe that there has been unauthorized use of your accounts or password; or due to inactivity.

You or any other party to your account can terminate this agreement at any time by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of the agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

Mobile Banking services may be terminated for those members that cause a loss to the credit union or fail to maintain their account in good standing.

The acceptance of this user agreement will become part of your account record.