



MEMBERSHIP AGREEMENT AND DISCLOSURES

- Privacy Disclosure
- Membership and Account Agreement
- Funds Availability Policy Disclosure
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- E-sign Disclosure

PRIVACY DISCLOSURE



Revised: 06/2017

Privacy Notice

FACTS	WHAT DOES FORT FINANCIAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> Social Security number and credit history Account balances and credit scores Payment history and checking account information 	
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Fort Financial Credit Union chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Fort Financial Credit Union share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you	No	We don't share
Questions?	Call (260) 432-1561 or go to fortfinancialcu.org	

Who we are

Who is providing this notice?	Fort Financial Credit Union, DFCU Service Organization, LLC d/b/a MMI Mortgage (MMI), and INVEST Financial Corporation
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What we do

How does Fort Financial Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
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How does Fort Financial Credit Union collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an account or deposit or withdraw money • Apply for a loan or apply for a credit union service • Use a debit or credit card
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Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
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Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include companies such as INVEST Financial Corporation and MMI.
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Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Fort Financial does not share with nonaffiliates so they can market to you, except for our joint marketing arrangements.
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Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our joint marketing partners include: insurance, credit card and member rewards.
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Other important information

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MEMBERSHIP AND ACCOUNT AGREEMENT

This agreement covers your rights and responsibilities concerning your accounts and the responsibilities of Fort Financial Credit Union. In this agreement, the words “you” and “your” mean anyone who signs the membership application. The words “we”, “us” and “our” mean the Credit Union. The word “account” means any one or more share or other accounts you have with the Credit Union.

By signing the membership application, each of you, jointly and individually agrees to the terms and conditions of this agreement, the Credit Union bylaws and policies as well as the disclosures included in this document.

ELIGIBILITY – To join the Credit Union, you must meet the membership requirements, including establishing and maintaining the minimum required share as set forth in the Credit Union bylaws. Your signature on the membership application authorizes us to verify your eligibility for any accounts, services or loan products, both now and in the future by obtaining information regarding accounts with other institutions, employment and credit history, including credit reporting agencies. We reserve the right to deny any application based on the results of negative information from the sources noted above. If your application is denied, we will provide you with the name, address and telephone number of the agency that provided us with this information.

USA PATRIOT ACT NEW ACCOUNT VERIFICATION – In order to assist the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions, to obtain, verify, and record information that identifies each person who open an account. When you open an account, we will ask for your name, address, date of birth, tax identification number and other information that will allow us to identify you. We will also ask to see your driver’s license or some other form of identifying document.

ACCOUNT TYPES:

Individual Account – An account in the name of one account holder qualified for Credit Union membership. Only that person may withdraw, transfer funds, or close the account.

Joint Account – An account owned by two (2) or more persons. Each owner, acting alone, may authorize us to pay funds or transact business to the account. All joint accounts have rights of survivorship. This means that when one (1) owner dies, all sums in the account will pass to the surviving owner(s).

Uniform Transfer/Gifts to Minor Accounts/(UTMA) – An individual account opened by a custodian who deposits funds as an irrevocable gift to a minor. The minor is the beneficiary of the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction.

Minor Accounts – For any account established by or for a minor, we reserve the right to require the minor account to be joint account with an owner who has reached the age of majority under state law and who shall be jointly liable for any returned item, overdraft, or unpaid charges or amounts on the account.

Health Savings Accounts (HSA) – A Health Savings Account is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from the use of your HSA for purposes other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement for qualified medical expenses.

Custodial and Other Fiduciary Accounts – The Credit Union may open accounts pursuant to a court order or to facilitate your request for a trust, custodial, probate or other acceptable purposes. We will not make any representations or give advice concerning such accounts. The individual acting as the custodian, guardian, personal representative or trustee must be designated on the signature card as well as any documentation we may require.

Business Accounts – Accounts held in the name of a member, organization or association for business purposes are subject to the same terms set forth in this Agreement and the following disclosures. The account owners agree to inform us of the persons authorized to transact business on behalf of the business or organization. The Credit Union reserves the right to require a Business Account Application and other documentary information.

Powers of Attorney – The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s), pursuant to a Power of Attorney. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-

in-fact, and may restrict or refuse account access, withdrawals and transfers. Further, you agree to reimburse the Credit Union for all costs and expenses, including attorney's fees, we incur and agree to indemnify us for any loss or other expense we incur from our acceptance of your Power of Attorney.

RELATIONSHIP PRICING:

STUDENT	BASIC	CLASSIC	PREMIER
REQUIREMENTS			
Member under the age of 24	Member over the age of 24 <i>and</i> Does not meet the Classic or Premier criteria	Minimum balance of \$500 <i>or</i> Open FFCU loan <i>or</i> Active FFCU credit card	Minimum deposit balances of \$10,000 <i>or</i> Minimum loan balances of \$10,000 <i>and</i> Must have an active FFCU Checking account <i>and</i> Must have a direct deposit of at least \$250 within the last 30 days
LOAN DISCOUNT			
None	None	None	-0.25% APR ⁴
CD BONUS			
None	None	None	0.25% APY ⁵
MORTGAGE CLOSING DISCOUNT			
None	None	\$100.00	\$250.00
PAPER STATEMENT FEE (WAIVED WITH ESTATEMENTS)¹			
\$2.00/statement	\$2.00/statement	\$1.00/statement	FREE
RELATIONSHIP FEE			
FREE	\$2.00/month	FREE	FREE
COIN PROCESSING			
FREE	10%	FREE	FREE
CHECK CASHING FEE²			
FREE	\$3.00/item	FREE	FREE
CASHIER'S CHECKS			
\$5.00	\$5.00	\$3.00	FREE
SAFE DEPOSIT BOX RENTAL DISCOUNT³			
None	None	None	50%

¹ Paper statement waived for members 65 years or older or less than 18 years old.

² Check cashing fee is assessed for directly cashing a check without a compensating balance in an existing account at FFCU.

³ Safe deposit box rental is available only at our Corporate office in Fort Wayne, Indiana.

⁴ Annual Percentage Rate

⁵ Annual Percentage Yield

NOTES:

- HSA and business accounts excluded from relationship fee.
- All deposit accounts and loans within the individual's membership are counted toward their qualifying level, plus any loans where the individual is a co-borrower.
- Loans must be in good standing (no more than 10 days past due) in order to be counted as a valid qualification.
- The relationship level will be assigned to the member on the last day of the month.
- Loan discount excludes mortgages, credit cards and lines of credit.
- Promotional CDs do not qualify for the member bonus.

DEPOSIT RULES – In handling items for deposit or collection, we reserve the right to send any item for collection. We have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to us unpaid, regardless of whether the amount of the items had been available for your use.

OVERDRAFT PRIVILEGE – We may pay checks or drafts, permit withdrawals, and make transfers to your account from insufficient funds if you have established an overdraft protection plan. In addition, the account must be maintained in good standing as defined by: 1) Making regular deposits sufficient to cover transactions, 2) Bringing the account to a positive balance at least once every thirty days or less, and 3) There are no legal orders placed on your account. Your account may be subject to a fee for each overdraft regardless of whether we pay or return the overdraft. In addition, there may be additional fees (courts costs, collection fees, etc) if your account is not brought positive in 30 days.

You may discontinue the overdraft protection plan at anytime. If you do not want us to pay your overdrafts, you must notify us in order to opt-out of this plan.

INACTIVE ACCOUNTS – If you have not made any transactions to your account over a period of time as specified in the Truth-In-Savings Disclosure, we may classify your account as inactive or dormant. We will charge a fee as noted in the Rate and Fee Schedule. Funds may be transferred to the appropriate state in accordance with unclaimed property law if the account becomes abandoned/unclaimed as defined by law.

STOP PAYMENT ORDERS – Any owner may request a stop payment order on a check or draft drawn on the owner's account. To be binding, the order must be in writing, date and signed, and must accurately describe the check or draft, including the exact account number, check or draft number and the dollar amount. We must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. Oral stop payments will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders are effective for six (6) months and may be renewed for an additional six months. We are not required to notify you when a stop payment order expires. Stop payment fees are noted in the Rate and Fee Schedule.

IDENTITY RESTORATION – With the increase in identity theft, recent regulation enacted by the Fair and Accurate Credit Transactions Act (FACTA) require that we implement additional measures to safeguard your account and our financial institution. You will automatically receive the identity recovery benefit (IDSafeChoice) at the time your account is opened. The fee associated with this benefit is ninety-five cents (\$0.95) per family, per month. The coverage includes you and your domestic partner, your children under the age of 25 with the same permanent address and your parents living with you, or in a nursing home, hospice or assisted living.

The \$0.95 per month fee will be deducted from your primary share account. In order to maintain coverage, there must be sufficient funds in your account so that the balance will not fall below the minimum account balance. You may opt-out of this benefit at anytime by notifying us.

ACCOUNT TERMINATION – We reserve the right to close your account without prior notification if: A) A forgery or fraud had been reported or committed involving your account(s), B) Your checks are lost or stolen, C) You have excessive returned unpaid items which are not covered by overdraft protection and D) You have abused or misrepresented your account(s).

TERMINATION OF MEMBERSHIP – You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s) and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law.

CHANGE OF ADDRESS – You will notify us promptly in writing with your signature if you move or otherwise have a change of address. In the event we are unable to locate you, you agree to pay all fees associated with maintaining an invalid address on our records and any costs and locator fees incurred in our locating efforts.

CREDIT UNION LIABILITY – If we do properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We

will not be liable if: A) Your account contains insufficient funds for the transaction, B) Circumstances beyond our control prevent the transaction, C) Your loss is caused by your or another financial institution's negligence, or D) Your account funds are subject to legal process or other claim. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by the Credit Union.

UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES – You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

PLEDGE/STATUTORY LIEN – To the extent that you owe the Credit Union money, the Credit Union has a statutory lien on any and all of the funds in any account in which you may have an ownership interest, regardless of the source of funds, unless otherwise prohibited by law. You agree that the Credit Union may use the funds in any account you have ownership interest to pay any debt or amount now or hereafter owed to the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. The Credit Union may apply those funds, without further notice to you, in any order to pay off your indebtedness. If the Credit Union elects not to enforce its lien on any and all funds in your accounts, the Credit Union does not waive its right to enforce the lien at a later time.

AMENDMENTS – Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. We will notify you of any changes in terms, rates or fees as required by law. We reserve the right to waive any term contained in this Agreement, provided, however, that any such waiver will not affect the Credit Union's right to enforce that term in the future.

GOVERNING LAW – The Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, and the laws of the state of Indiana, including applicable principles of contract law.

FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at Fort Financial Credit Union. It applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy.

GENERAL POLICY – Our policy is to make funds from your deposits available to you on the same business day whenever possible. Certain checks, cash and electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw funds in cash and we will use the funds to pay checks that you have written. For determining availability of your deposits, everyday is a business day, except Saturdays and Sundays and federal holidays.

RESERVATION OF RIGHT TO HOLD – In some cases we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check, funds may not be available to you until the second business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds available to you on the same business day, the date when funds will be available will be documented on your receipt.

In addition, funds you deposit by check(s) may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- Large deposits greater than \$5,000.00 on one (1) day.
- You deposit a check that has been returned unpaid.

- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a failure of communications or computer equipment.

SPECIAL RULES FOR NEW ACCOUNTS – Funds you deposit by check may be delayed for a longer period if your account is considered a new account (30 days or less). An account is not considered a new account if you have another account at the Credit Union, which has been open for at least 30 calendar days.

Funds from electronic direct deposits to your account will be available on the first business day we receive the deposit. Funds from the deposit of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, traveler's and federal, state or local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of your employees, the first \$5,000 will not be available until the second business day after the day of your deposit. The excess over \$5,000 will be available no later than the ninth business day after the day of your deposit.

DEPOSITS AT ATM's – Generally, funds from deposits made at ATMs that we own or operate will be available by the second business day after the date of your deposit. Funds from any deposit made at an ATM that we do not own or operate may not be available until the fifth business day after the day of your deposit.

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

The Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic funds transfers (EFT) services offered to you by Fort Financial Credit Union ("Credit Union"). Electronic fund transfers are electronically initiated transfers of money from your account throughout this agreement. An access device is a card, code, or other means that allows a member to access his or her account. An access device can also be a combination of card, code, or other means used by the member for the purpose of initiating electronic funds transfers.

EFT SERVICES – If approved, you may conduct any one (1) or more of the following EFT services offered by the Credit Union.

ATM/Debit Card – You may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, ATM network, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from this type of transaction. Services and fees for ATM overdrafts are shown in the Rate and Fee Schedule.

You may also use your card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law. Funds to cover your card purchases will be deducted from your checking account. For one-time debit transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement.

At the present time, you may use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.

- Obtain balance information for you savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and PIN to purchase goods or services at merchants that accept Visa.
- Order goods or services by mail or telephone from places that accept Visa.

The following limitations on ATM Card transactions may apply:

- You may transfer up to the balance in your accounts at the time of the transfer.
- Maximum ATM withdrawals of \$300 per day, if there is sufficient funds in your account.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

The issued card and PIN are property of the Credit Union. The card will remain our property and shall be surrendered immediately to us upon our request. You cannot transfer your card to another person and we may cancel and retrieve your card at any time without notice to you. Use of the card is subject to the terms and conditions in this Agreement.

The PIN issued to you is for security purposes. The PIN is confidential and you are responsible for safekeeping this code. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your account(s). If you authorize anyone to use you PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union.

Phone Answer Line (PAL) – You will access your account with a PIN and your account number. You may use PAL to:

- Obtain balance information
- Transfer funds between accounts and joint accounts
- Determine if a particular item has cleared
- 24/7 account access
- Make a loan payment from your share or checking account

Preauthorized EFTs

- **Direct Deposit** – Upon instruction of your employer, the Treasury Department or other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and checking account.
- **Preauthorized Debits** – Upon instruction, we will pay certain recurring transactions from your savings and checking accounts.
- **Stop Payment Rights** – If you have arranged in advance to make electronic funds transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of transfer. We may require written communication of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request for preauthorized Electronic Fund Transfers will apply to all subsequent transfers, unless you withdraw the request.
- **Liability for Failure to Stop Payment of Preauthorized Transfers** – If you request us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

Electronic Check Conversion/Electronic Returned Check Fees – If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

CU Online – virtual branch/mobile – If we approve online access for your account(s), you will establish login credentials of a username, password and multifactor authentication data. At the present time, you may use the virtual branch to:

- View current balances and account summaries.
- Apply for loans and open additional accounts.
- Create account notification alerts.
- Transfer funds and stop payments.
- Initiate electronic bill payments from designated checking account.
- View or request a copy of a check.
- eStatements.
- Issue third-party payable checks under Bill Payment Service.

At present, you may use mobile banking to:

- View account balances and recent activity.
- Transfer funds.
- Search account history.

CU Online will be available for your convenience 24 hours per day. This service may be disrupted for a short time each day for data processing or unexpected interruptions. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit or lower an account below a required balance. We may set other limits on the amount of any transaction, and you will be notified of these limits. We may refuse to honor any transaction for which you do not have sufficient available funds. The service will be disabled after numerous unsuccessful login attempts.

Wire Transfers & Automated Clearing House (ACH) – You may initiate or receive credits or debits to your account via wire transfer or ACH transfer. You agree that any outgoing wire or ACH transfer is processed at the Credit Union's discretion and you agree to any applicable provisions. You agree that the Credit Union will not be responsible for losses by any person or institution where a receiving financial posts or processes a payment order request. You also agree that after the Credit Union has accepted a payment order, no amendment or cancellation will be effective without the agreement of the Credit Union. Receivers of ACH transactions should be aware that the Credit Union might, from time to time need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with the laws and regulation of the Office of Foreign Assets Control. This action may affect the settlement or availability of the transaction. The Credit Union will not be liable to you for any incidental, consequential or special damages resulting from late or improper execution or failure to execute a payment order.

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give you next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Indiana as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

When you initiate a wire, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. You agree to pay any applicable fees related to these services as set forth on the Rate and Fee Schedule.

MEMBER LIABILITY – You are responsible for all transaction you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or access code, you are responsible for any transactions they authorize or conduct on any of your account. However, NOTIFY US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone else has used your card or access code or otherwise accessed your account without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Contacting us by telephone is the best way of keeping your possible losses down. The Credit Union’s contact information is documented on the last page of this Agreement.

We may, in such cases, require payment of a nominal charge for the copies. An “error” includes, but is not limited to an unauthorized, incorrect or omission of an EFT transaction to or from your account(s). Your liability to the Credit Union and your responsibility for card withdrawals made from your account resulting from loss, theft, or other unauthorized use of the Card, account number on the Card, the PIN, or any combination of the three shall be subject to applicable law and be limited as follows:

- \$0 if you notify the Credit union within two (2) business days after learning of the loss or theft.
- Up to \$50 if you fail to notify the Credit union within two (2) business days of an error.
- Up to the entire account balance if you fail to notify the Credit Union within sixty (60) days after a statement showing an unauthorized transfer was mailed to you.
- Up to the entire amount of loss if the PIN is with the card(s) in any way or if the PIN is released or disclosed in any way.

CREDIT UNION LIABILITY – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions to this, which include the following:

- You do not have enough money in your account to make the transaction through no fault of ours.
- If you used your card or access code in an incorrect manner.
- If the ATM where you were making the transaction does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you stated the transaction.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
- The funds in your account are subject to legal process or similar encumbrance.
- Access to your account has been blocked due to lost or stolen access device or delinquent loan.

RIGHT TO RECEIVE DOCUMENTATION

- **Periodic Statements** – Transfers and withdrawal made through any ATM or POS terminal, PAL, preauthorized EFTs, online transactions or bill payments 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.
- **Terminal Transactions** – You can obtain a receipt at the time you make any transaction using an ATM or POS terminal.
- **Direct Deposit** – If you arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you may call or write us at the telephone number or address listed in this Agreement.

BILLING ERRORS – In case of errors or questions about electronic transfers, call us at the following telephone number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem occurs.

Call us at: 260-432-1561

Or write to us at:

Fort Financial Credit Union
3102 Spring Street
Fort Wayne, IN 46808

Please include your name and account number, a description (including the dollar amount of the transfer you are unsure about) and why you believe it is an error.

If you tell us orally, we may require that you send us your complaint in writing within ten (10) business days.

We will determine whether an error has occurred 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 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten business days for the amount you think is in error so that you have the use of the money during the time it takes us to complete our investigation. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of our investigation.

For transactions initiated outside the United States, or resulting from a POS debit card transaction, we will have 90 calendar days instead of 45 business days, unless otherwise required by law, to investigate your complaint or question.

E-SIGN DISCLOSURE

Regarding this E-sign Disclosure, provided by Fort Financial Credit Union, ("Disclosure") applies to all accounts that you are associated with at Fort Financial Credit Union. The words "we", "us" and "our" means Fort Financial Credit Union and the words "you" and "your" means you, the individual(s) who are associated with the accounts.

As used in this disclosure, "Communication" means any authorization, agreement, disclosure, notice or other information related to your Accounts, including but not limited to, information that we are required by law to provide to you in writing.

ELECTRONIC SIGNATURE – You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to authenticate the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

The Scope Of Communications To Be Provided In Electronic Form

When you select "I agree to the terms" with respect to your accounts, you agree that we may provide you with any Communications relating to these Accounts in electronic format, and that we may discontinue sending paper communications to you, unless and until, you withdraw your consent as described below.

Your consent to receive electronic Communications and transactions includes, but is not limited to:

- **Initial Disclosures or agreements for your account(s)**
- **Notice of disclosures about a change in the terms for your account(s)**
- **Appraisals**
- **Contracts**

- **Statements/Notices**
- **Receipts**
- **Modifications/Amendments**
- **All other evidence of our transactions with you on your behalf electronically**
- **Any other forms necessary for the account(s)**

Method of Providing Communications To You in Electronic Form

In order to service your account(s) or collect any amounts you owe, we may contact you by telephone at any telephone number associated with your account(s) and/or listed below, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or e-mails, using any e-mail address you provide to us. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device. By signing the agreement, you also authorize the Credit Union to deliver, to the phone number(s) designated below, telemarketing calls using an automatic telephone dialing system or an artificial or prerecorded voice. You represent that you are the wireless subscriber or customary user with respect to the wireless number(s) provided and that you have the authority to provide consent.

HOW TO WITHDRAW CONSENT – You are not required to sign this agreement as a condition of purchasing or obtaining any property, goods or services from Fort Financial Credit Union, including any account or deposit services or loans. You may withdraw the consent provided herein at any time by providing written notice to us at 3102 Spring Street., Attn: Member Services, Fort Wayne, IN. 46808, by email to fortfinancial@fortfinancialcu.net, via phone at 1-260-432-1561 or by any other reasonable means.

HOW TO UPDATE YOUR RECORDS – It is your responsibility to provide us with a true, accurate and complete e-mail address, contact, and any other information related to this Disclosure. In regard to your Account(s), it is your responsibility to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address) by contacting the the credit union.

HARDWARE AND SOFTWARE REQUIREMENTS – In order to access, view and retain electronic Communications that we make available to you, you must have:

- E-mail address;
- Internet browser;
- Adobe Acrobat Reader 8.0 or higher;
- Program to open and view document in word format;
- An e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;
- A personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing, communications received in electronic form from us via a plain text-formatted e-mail.

REQUESTING PAPER COPIES – We will not send you a paper copy of any Communication from us, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy, contact us by telephone at 1-260-432-1561. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

COMMUNICATIONS IN WRITING – All Communications in either electronic or paper format from us to you will be considered “In writing”. You should print or download for your records a copy of your Early Disclosures, this Disclosure, your initial authorization to receive e-mail disclosures, any changes to that authorization, and any other Communication that is important to you.

FEDERAL LAW – You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures in

Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

TERMINATION/CHANGES – We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.

By acknowledging and signing this consent form, you are granting Fort Financial Credit Union and any related third parties to contact you via mobile phone, text or email through the information listed.

Yes, I agree to receiving disclosures via mobile phone, text and/or e-mail

No, I disagree to receiving disclosures via mobile phone, text and/or e-mail

Borrower Name: _____

Account Number: _____

E-mail Address: _____

Home Phone: _____

Mobile Phone: _____

Borrower Signature: _____ Date: _____

Credit Union Employee: _____

Credit Union Signature: _____ Date: _____