

## **Federal E-SIGN Act Disclosure and Consent**

Please read this Federal Electronic Signatures in Global and National Commerce Act (“E-Sign”) Disclosure and Consent carefully and print a copy for your records.

In order to enroll in and use Digital Banking, you agree to the electronic delivery of disclosures, agreements, change notices, terms and conditions, amendments and any other documents. You also agree that we do not need to provide you with additional paper (non-electronic) copies of disclosures, agreements, change notices, terms and conditions and any other documents, unless specifically requested.

### Electronic Delivery of Disclosures and Notices

In order to use Digital Banking and to access, receive and retain the disclosures, agreements, change notices, terms and conditions, amendments and any other documents, you must provide, at your own expense, an Internet connected device that is compatible with Digital Banking.

Your device must meet the minimum requirements outlined below.

You also confirm that your device will meet these specifications and requirements and will permit you to access, print and retain the disclosures, agreements, change notices, terms and conditions, amendments and any other documents electronically each time you access and use Digital Banking.

### System Requirements to Access Information

To receive an electronic copy of the disclosures, agreements, change notices, terms and conditions, amendments and any other documents you must have the following equipment and software:

- A personal computer or other device which is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.
- An Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of Microsoft® Internet Explorer version 6.0 and your system/device must have 128-bit SSL encryption software. Your

access to this page verifies that your browser and encryption software/device meets these requirements.

- You must have software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® version 8.0 and above. Your access to this page verifies that your system/device has the necessary software to permit you to receive and access PDF files.

#### Withdrawal of Electronic Acceptance of Disclosures and Notices

You may withdraw your consent to receive disclosures, agreements, change notices, terms and conditions, amendments and any other documents in electronic form for any of your account(s) by contacting us 610.821.2403 or 888.821.2400 or write to us at First Commonwealth Federal Credit Union, P.O. Box 20450, Lehigh Valley, PA 18002-0450.

We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address or cancellation of participation in Digital Banking as a withdrawal of your consent to receive electronic disclosures, agreements, change notices, terms and conditions, amendments and any other documents.

We will not impose a fee to process the withdrawal of your consent to receive electronic disclosures, agreements, change notices, terms and conditions, amendments and any other documents.

Any withdrawal of your consent to receive electronic disclosures, agreements, change notices, terms and conditions, amendments and any other documents will be effective only after we have a reasonable period of time to process your withdrawal.

#### How to Update Your Records

It is your responsibility to provide us with true, accurate and complete email address, contact, and other information related to this disclosure and your account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by contacting us using the contact information on our website.

## **Digital Banking Disclosure and Agreement (Agreement)**

**Internet access is required, and the latest version of Microsoft Edge, Firefox, Safari or Chrome are recommended to access Digital Banking.**

### **1. Digital Banking Services**

Member hereby applies to First Commonwealth Federal Credit Union (FCFCU) for digital banking services (the "Service" or "Digital Banking"), this includes, but is not limited to online and/or mobile banking access. You will be asked to acknowledge that you have read this Agreement pertaining to digital banking services and agree to its terms.

Other agreements and addendums, as applicable, you have entered into with FCFCU, including the Membership and Account Agreement, as applicable, are incorporated by reference and made a part of this Agreement

First Commonwealth Federal Credit Union (FCFCU) agrees to provide you with Digital Banking (the "Service" or "Mobile Banking"). By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

### **Definitions**

In addition to all the other terms defined herein, the following terms shall have the following meanings: "Device", means a desktop or laptop computer, a supportable mobile device-either a cell phone or other mobile device-that is web-enabled, allows Secure Sockets Layer (SSL) traffic, and supports text messaging.

"You", "Your(s)", and "Member" mean each person with authorized access to your Account(s) who applies for and uses the Digital Banking service(s).

"We", "Our", "Us", and "Credit Union" mean First Commonwealth Federal Credit Union.

"Business Day" means Monday through Friday, excluding Federal Holidays.

### **Other Agreements**

You agree that, when you use Digital Banking, you remain subject to the terms and conditions of your existing agreements 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 Digital banking, and you agree to be solely responsible for all such fees, limitations and restrictions.

**Eligibility** - In order to remain eligible for digital banking, member must remain a member of FCFCU in good standing.

**Transfers** - You may use Digital Banking to: View balance(s) and most recent transactions. Make immediate one-time transfers of funds between your credit union accounts. Make payments from your deposit account(s) to your loan(s) or to a Third Party ("payee"), pursuant to our online bill payment program. Make transfers between your FCFCU account and your account at another financial institution, only if you have already activated your external account in digital banking. You also may transfer funds to different FCFCU member accounts, only if the member has provided you with the necessary information.

You must have sufficient funds available in the selected account at the time a transfer or payment request is received, including any available overdraft protection. You may transfer up to the balance in your accounts at the time of the transfer, except as limited under other agreements.

Electronic transfers from any savings or money market account are limited to six per month. This includes but is not limited to any combination of: transfers to other FCFCU accounts, overdraft transfers, telephone banking transfers, or digital banking transactions.

Transactions performed after our close of business, including holidays or days that are not our business days, may be credited to your account on the next business day.

Transfers or payments submitted through Digital Banking can be modified or cancelled through digital banking prior to being processed.

We may process transfers and payments that exceed your available balance at our sole discretion. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds or lower an account below a required balance. We may also limit the type, frequency and amount of transfers or payments for security purposes and may change or impose the limits without notice, at our option.

**Alerts** - The Digital Banking alerts service enables you to receive notices from time to time concerning available balance information and other issues relating to your Account(s).

By signing up to receive one or more of the notices that are offered by the Digital Banking alerts service, you acknowledge that you are aware of and agree to abide by the following terms and conditions:

- A. The Digital Banking alerts service allows you to request and receive messages about your Account(s) with FCFCU. We send alerts to you based upon the instructions you provide to us. The mobile phone numbers and email you provide are neither reviewed nor verified by FCFCU prior to or following activation of the alerts service. You hereby acknowledge and accept that each alert is sent to you without being encrypted and may

include your name and information pertaining to your Account(s).

- B. You acknowledge and agree that your receipt of any Digital Banking alert may be delayed or prevented by factors affecting your mobile phone service provider and other factors outside FCFCU's control.

We neither guarantee the delivery nor the accuracy of the contents of each alert. You agree to not hold FCFCU, its directors, officers, employees or agents liable for losses or damages, including attorney's fees, that may arise, directly or indirectly, in whole or in part, from: (1) a non-delivery, delayed delivery, or the misdirected delivery of a Digital Banking alert; (2) inaccurate or incomplete content in a Digital Banking alert; or (3) your reliance on or use of the information provided in a Digital Banking alert for any purpose.

- C. FCFCU provides Digital Banking alert service as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or loan Account(s) to which it pertains.

**Access** - Each joint account owner agrees that he or she is jointly and severally liable for all transactions, fees and charges and other responsibilities that may arise under this Agreement, regardless of whether such joint account owner accesses or uses the Services.

**Other Services** - From time to time, FCFCU may announce additional services which are available through digital banking.

Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.

**Inactivity** - Access to digital banking may be discontinued after a period of twelve months with no activity.

You can reenroll at any time.

## **2. Your Responsibilities**

**A. Account Ownership/Accurate Information:** You represent that you are the legal owner of the Accounts and other financial information that may be accessed via Digital Banking. You represent and agree that all information you provide to us in connection with Digital Banking is accurate. You agree to keep your account information up-to-date and accurate.

**B. User Security:** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Digital Banking. You agree not to provide your username, password or other access information to any person. If you permit other persons to use your Device, login information, or other means to access Digital Banking, you are responsible for any transactions they authorize. You agree not to use any personally identifiable information when creating shortcuts to your Account.

**C. User Conduct:** You agree not to use Digital Banking or the content or information delivered through Digital Banking in any way that would: (1)infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (2)be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Digital Banking to impersonate another person or entity; (3)violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising; (4)be false, misleading or inaccurate; (5)create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (6)be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (7)potentially be perceived as illegal, offensive or objectionable; (8)interfere with or disrupt computer networks connected to Digital Banking; (9)interfere with or disrupt the use of Digital Banking by any other user; or (10)use Digital Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

**C. Indemnification:** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless FCFCU, 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 attorney's fees caused by or arising from: (1)a third-party claim, dispute, action or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service;(2)your violation of any law or rights of a third party; or (3)your use, or use by a third party.

### **3. Your Liability for Unauthorized Transfers**

If you believe your password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, contact FCFCU at once and change your password.

Telephoning is the best way of limiting your potential losses. You could lose all the money in your account plus your maximum overdraft line of credit.

Call 610.821.2403 or 1.888.821.2400, or write to:

First Commonwealth Federal Credit Union  
P.O. Box 20450  
Lehigh Valley, PA 18002-0450

You can also send us a secure message from within digital banking.

If you tell us within two business days after you learn of an unauthorized transfer, you can lose no more than \$50.

If you do NOT tell us within two business days after you learn of an unauthorized transfer, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your monthly or quarterly statement shows transfers that you did not make, tell us at once.

If you do not tell us within 60 days after the statement was mailed to you, and if we can prove that we could have stopped someone from taking the money if you had told us in time, you may not get back any money you lost after the 60 days.

Note: If a good reason, as determined by FCFCU, kept you from telling us, we may extend the time periods noted above.

#### **4. Fees**

FCFCU does not charge a fee for the basic digital banking service; however, you understand and agree that fees may be changed from time to time. There may be fees associated with certain types of transactions. The current fees for both personal and business accounts can be found on our fee schedule posted on our website [www.firstcomcu.org](http://www.firstcomcu.org).

You further understand and agree that the fee for the Service, if applicable, is separate and apart from any other charges that may be assessed by your wireless carrier for text messages or other forms of communication sent to or received from us.

You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service (SMS).

#### **5. Our Liability**

If the Service does not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for completing your effective dated transaction(s) and satisfying any resulting late charges.

However, there are some exceptions. We will not be liable:

- if, through no fault of ours, you do not have enough money in your account to make the transfer;
- if the transfer would go over the credit limit on your overdraft credit line;
- if the digital banking equipment or software was not working properly and you knew about the breakdown when you started the transfer;
- if circumstances beyond our control (such as fire or flood) prevent the transfer despite the reasonable precautions we have taken.

We will not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or the digital banking service, nor will we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or digital banking, except where the law requires a different standard.

We do not make any warranties concerning the equipment, the software, or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchantability.

## **6. Errors and Questions**

In case of errors or questions about your electronic transfers, telephone us at 610.821.2403 or 1.888.821.2400, or write us at P.O. Box 20450, Lehigh Valley, PA 18002-0450 as soon as you can.

We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

You will need to tell us:

- Your name and account number
- Why you believe there is an error
- The amount and date of the error

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

We will tell you the results of our investigation within 10 business days and correct any error promptly.

If we need more time, we may take up to 45 days to investigate the complaint, but you will have the use of the funds in question after the 10 business days.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account during the investigation.

If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation.

You may ask for copies of the documents we used in our investigation.

If you need more information about our error resolution procedures, call us at 610.821.2403 or 1.888.821.2400.