

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 HomeLink, 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 HomeLink 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 HomeLink. 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 HomeLink.

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 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 HomeLink 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 e-mail 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.

HomeLink Mobile Banking Agreement and Disclosure (Agreement)

First Commonwealth Federal Credit Union (FCFCU) agrees to provide you with HomeLink Mobile (the "Service" or "Mobile Banking"). HomeLink Mobile Banking allows you to access your accounts from a mobile Device that you have registered through online banking. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement"). Other agreements and addendums, as applicable, you have entered into with FCFCU, including the HomeLink Banking Agreement, and Membership and Account Agreement, as applicable, are incorporated by reference and made a part of this Agreement.

Definitions

In addition to all the other terms defined herein, the following terms shall have the following meanings:

"Device" (for Web Mobile Banking), means 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 HomeLink Mobile 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 HomeLink Mobile, 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 HomeLink Mobile, and you agree to be solely responsible for all such fees, limitations and restrictions.

Permitted HomeLink Mobile Banking Transactions

You may use HomeLink Mobile 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 (ePayer). Make transfers between your

FCFCU account and your account at another financial institution, only if you have already activated your external account in HomeLink online banking. 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. We may process transfers and payments that exceed your available balance at our sole discretion. Transfers or payments submitted through HomeLink Mobile can be modified or cancelled through online banking prior to being processed. The confirmation text message sent for transfers or payments submitted through HomeLink Mobile will be sent to the registered Device. 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.

Fees

FCFCU does not charge a fee to use the HomeLink Mobile Service; however, you understand and agree that fees may be changed from time to time. The current fees for both personal and business accounts can be found on our fee schedule posted on our website 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).

Your Responsibilities

You represent and agree to the following by enrolling in HomeLink Mobile or by using the Service:

- 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 HomeLink Mobile. You represent and agree that all information you provide to us in connection with HomeLink Mobile 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 HomeLink Mobile. 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 HomeLink Mobile, 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 HomeLink Mobile or the content or information delivered through HomeLink Mobile 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 HomeLink Mobile 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 HomeLink Mobile; (9)interfere with or disrupt the use of HomeLink Mobile by any other user; or (10)use HomeLink Mobile in such a manner as to gain unauthorized entry or access to the computer systems of others.

- D. **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.

Our Liability

If the service does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, FCFCU 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 HomeLink Mobile 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 HomeLink Mobile 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 HomeLink Mobile, 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.

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
PO Box 20450, Lehigh Valley
PA 18002-0450

You can also send us a secure email from within the HomeLink Message Center.

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.

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 PO 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:

1. Your name and account number
2. Why you believe there is an error
3. 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.

Stopping or Modifying HomeLink Mobile Banking Authorized Payments

Unless otherwise provided in this agreement, you may not stop payment of electronic fund transfers. Our ability to process a stop payment on a bill payment initiated through HomeLink Mobile will depend on the payment method (electronic or paper check) and whether or not the payment has cleared your Account. Bill payments may be cancelled or modified by you via your Online Banking service prior to being processed. You understand and agree that once we have begun processing an electronic bill payment it cannot be cancelled or edited. A paper check bill payment that has not yet cleared your account may be stopped by calling us at 610.821.2403 or 1.888.821.2400, or write us at P.O. Box 20450, Lehigh Valley, PA 18002-0450. You must contact us in time to act on your request before the payment is presented for payment. If you call, we will also require you to put your request in writing. See the fee disclosure for the stop payment fee.

Electronic Consent and Acceptance of Terms and Conditions

In order to enroll in and use the Service, you must consent to receive and accept the terms and conditions of this Agreement and any amendments to it electronically. You may withdraw your consent to have this information provided to you electronically by providing FCFCU with a written request to us by mail or e-mail; however, by doing so you understand this will terminate your right to use the Service. Withdrawing your consent in this manner will not prevent you from re-enrolling for the service in the future.

If you would like a paper copy of this agreement, please contact First Commonwealth Federal Credit Union at 610.821.2403 or 888.821.2400, or write us at P.O. Box 20450, Lehigh Valley, PA 18002-0450 and we will forward a copy to you.

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on www.firstcomcu.org or by email. You agree to notify us immediately of any change in your e-mail address and you take responsibility for the accuracy of your email address.

Mobile Alerts

FCFCU's HomeLink Mobile 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 HomeLink Mobile alerts service, you acknowledge that you are aware of and agree to abide by the following terms and conditions:

- A. The HomeLink Mobile alerts service allows you to request and receive wireless messages about your Account(s) with FCFCU. We send alerts to you based upon the instructions you provide to us. The mobile phone numbers 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 HomeLink Mobile 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 HomeLink Mobile alert; (2) inaccurate or incomplete content in a HomeLink Mobile alert; or (3) your reliance on or use of the information provided in a HomeLink Mobile alert for any purpose.
- C. FCFCU provides HomeLink Mobile 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.

CONTINUED USE AFTER RECEIVING THIS NOTICE WILL CONSTITUTE ACCEPTANCE OF THE AMENDED HOMELINK MOBILE BANKING AGREEMENT AND DISCLOSURE

REMOTE DEPOSIT ANYWHERE AGREEMENT AND DISCLOSURE ADDENDUM

If applicable, FCFCU agrees to provide you with Remote Deposit Anywhere (RDA) services. The RDA services are designed to allow you to make deposits to your savings or checking account(s) from home or other remote locations by scanning checks and delivering the images and associated deposit information to FCFCU.

Member Eligibility

You understand that you must be an FCFCU member in good standing and meet other pre-determined qualifying factors to qualify for RDA services. To determine if you are eligible for RDA services, visit any FCFCU branch or contact our call center at 610-821-2403 or 888-821-2400.

Limitation of Service

When using RDA services, you may experience technical or other difficulties. FCFCU cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the RDA 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 RDA services, in whole or in part, or your use of RDA services, in whole or in part, immediately and at any time without prior notice to you.

Fees

FCFCU does not charge a fee to use RDA services, however there may be fees associated with special transactions. All other fees that have been separately disclosed to you in connection with your Account(s) will continue to apply to those Account(s). See the credit union's fee disclosure for details.

Remote Deposit Anywhere is only available within the HomeLink Mobile App (not available with Mobile browser); standard carrier text messaging and data fees may apply. Certain eligibility restrictions may apply.

Eligible Items

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC (Regulation CC). When the image of the check transmitted to FCFCU is converted to an Image Replacement Document (IRD) for subsequent presentment and collection, it shall be deemed an "item" within the meaning of Article 3 and Article 4 of the Uniform Commercial Code (UCC).

Unacceptable Items

You understand and agree that you will not use RDA services to deposit the following items:

- Any third party check, i.e., any item that is made payable to another party and then endorsed to you by such party
- Any item that contains evidence of alteration to the information on the check
- Any item issued to you by a financial institution in a foreign country
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks previously converted to a substitute check, as defined in Regulation CC
- A remotely created check, as defined in Regulation CC
- Checks not payable in US currency
- Stale dated checks – checks dated more than 6 months prior to the date of deposit
- Checks that are post-dated or expired
- Checks payable of sight or payable through Draft, as defined in Regulation CC
- Checks with any endorsement on the back other than that specified in this Agreement
- Checks that have been previously been submitted through RDA services or through a remote deposit capture service offered at another financial institution
- Cash
- Savings Bonds
- Any item that is non-negotiable (whether stamped in print or as a watermark)
- Other checks or items prohibited by FCFCU as described in your Membership and Account Agreement

Deposits of this nature will result in the immediate termination of RDA services and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s)

deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account and you may incur fees.

Endorsements and Check Requirements

Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. Prior to scanning the original check, you will restrictively endorse any item transmitted through RDA services as:

“For Deposit Only” or as otherwise instructed by FCFCU

You agree to follow any and all other procedures and instructions for use of RDA services as FCFCU may establish from time to time. The scanned image of the check transmitted to us using RDA services must accurately and legibly provide, among other things, the following information:

1. Your endorsement
2. The information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures
3. Other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, including the requirements under federal Regulation CC, or any other regulatory agency, clearing house or association. RDA services may reject your deposit if the image is not satisfactory. Receipt of the image does not guarantee we can accept the image.

Receipt of Items

We reserve the right to reject any item transmitted through RDA 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. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. 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 FCFCU is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Rejection of Deposit

You agree that we are not liable for any loss, costs or fees levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account(s) due to an item being returned.

Returned Items

A notice will be provided to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account, including any applicable fees. Please refer to our current Fee Schedule for applicable fees.

Availability of Funds

You agree that items transmitted using RDA services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 p.m. Eastern Standard Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using RDA services will generally be made available as follows:

- Same day: \$400
- Within three business days: Remaining balance

FCFCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as FCFCU, in its sole discretion, deems relevant. You also understand that credit is provisional until settlement is final.

Retention and Disposal of Transmitted Items

Upon your receipt of a confirmation from FCFCU that we have received the image of an item, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree to never re-present the check for deposit. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to FCFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.

Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using RDA services and to modify such limits from time to time. Current deposit limits are:

	<u>Number of Deposits</u>	<u>Dollar Amount</u>
Daily	5	\$ 2,000
Monthly	20	\$10,000

Errors

You agree to immediately notify us of any suspected errors regarding checks deposited through RDA services by calling 610-821-2403 or 888-821-2403 or emailing us through HomeLink secure email service.

Periodic Statement

Any remote deposits made through RDA services will be reflected on your monthly or quarterly periodic statement. You understand and agree that you are required to notify us of any error relating to images transmitted using RDA services by no later than sixty (60) days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

Errors in Transmission

By using RDA services you accept the risk that an item may be intercepted or misdirected during transmission. FCFCU bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

User Warranties and Indemnification

You make the following warranties and representations to FCFCU with respect to your use of RDA services and each image of an original check you transmit to us using RDA services:

- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate
- Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice
- Other than the digital image of an original check that you remotely deposit through RDA services, there are no other duplicate images of the original check
- Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check
- You have not knowingly failed to communicate any material information to us
- You will retain possession of each original check deposited using RDA services for the required retention period and neither you nor any other party will submit the original check for payment
- You will not use the Services and/or your accounts for any illegal activity or transactions
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Termination of Services

You may, by written request, terminate RDA services provided for in this Agreement. We may terminate your use of RDA services at any time. In the event of termination of RDA services, you will remain liable for all transactions performed on your account.

Acceptance

By clicking the "I accept" button you are agreeing to the terms and conditions of First Commonwealth Federal Credit Union's HomeLink Mobile Banking Agreement and Disclosure. You further acknowledge that you have received, read, understood and agree to all of the terms and conditions of said Disclosure and Agreement and any applicable addendums contained therein.