FOUR POINTS FCU Online Banking Services Agreement

A. Introduction

FOUR POINTS FCU Online Banking and all related services including but not limited to bill pay, pay a person, external account transfers, mobile deposit, and debit card controls are additional "electronic" services provided to increase banking convenience for FOUR POINTS FCU members.

To use FOUR POINTS FCU Online Banking services, you must use a computer or other compatible device with internet access. The Credit Union is not responsible for providing any equipment, services, advice, or technical support related to the equipment necessary to interface with the online banking system(s) and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions.

When using FOUR POINTS FCU Online Banking Services, you must, when prompted, enter the requested authentication and login credentials. By entering the correct information you will have direct access to your Credit Union accounts. Review paragraph L of this Agreement regarding security and your password.

The Parties to this Document. In this Agreement, the words “you” and “your” refer to the person(s) named in the enrollment used to obtain access to these Services. This includes but is not limited to using the Website or the Apps. This includes any other person that you permit to access these Services using your user ID and password. The words “we” “us” and “our” refer to Four Points Federal Credit Union (FPFCU) (Credit Union).

This document is a contract. Please keep a copy of this document in your records.

B. What this Agreement Covers

This Agreement between you and the Credit Union governs the use of our FOUR POINTS FCU Online Banking, and other applicable "online services" as described in the introduction section above. Accounts and services provided by the Credit Union that you access through the "Online Banking Services," are also governed by other provisions of the Membership Agreement, as applicable. To the extent that there is any variance between the terms or conditions of this Agreement and your applicable Membership Agreement, this Agreement shall govern with regard to the services specifically addressed herein. Otherwise, the Membership Agreement shall govern. To provide these services, the Credit Union may contract with one or more third parties. The Credit Union reserves the right to change these third-party vendors from time to time, without notice to you. By applying for any of these services, use of any services, or continued use of these services, you consent to our use of these vendors and our sharing of information about you and your accounts with these vendors. You may be required to make transactions directly with or through these vendors in order to use these services.

C. Acceptance of the Agreement

You understand that by accessing or using these services, you agree to the terms and conditions of this Agreement. You should exit now if you disagree with any of the terms and conditions contained in this Agreement.

You may receive your documents electronically by agreeing to the terms of paperless statements and by enrolling in paperless statements.

D. Services

The following are examples of what you may be able to do within the Credit Union’s Online Banking Services. Some of these services may require acceptance of a separate agreement and / or an account linked to a valid Credit Union access device (such as a personal debit card).

- View a summary and history of shares and loans belonging to an account including statements
- Transfer funds between checking, savings, and loans belonging to the same account, or to another account on which you have access rights. This includes making loan payments. We may limit the type, frequency, and amount of transfers for security purposes and may change or impose the limits without notice, at our option.
- Pay bills and send or receive money outside of the Credit Union (pursuant to and detailed within separate agreements). We may limit the type, frequency, and amount of payments for security purposes and may change or impose the limits without notice, at our option.
- Deposit a check (pursuant to and detailed within separate agreements). We may limit the type, frequency, and amount of deposits for security purposes and may change or impose the limits without notice, at our option.
- Limit the functionality of your debit card(s)

- Access information about the Credit Union, our products and services, and other items of general interest.
- Receive and send electronic messages to the Credit Union. You understand that we may not immediately receive email communications that you send and will not take action based upon email requests until we actually receive your message and have reasonable opportunity to act. If you need to contact the Credit Union immediately, you may call or come into the Credit Union during business hours. You understand that we may require additional documentation and / or authorization before taking some actions.

E. Applying for Additional Accounts and Services

All orders, transfers, transactions, applications, and communications received by us through this service shall be treated as if made in writing and signed by you. We will send a written confirmation to you when dictated by applicable law. Otherwise, your account statement acts as your receipt for these transactions.

F. Transfers, Scheduled Transfers, and Bill Payments

When you order a transfer of funds between your Credit Union accounts, a transfer of funds to another person, or payment of a bill or other item (together referred to as "payment"), you authorize a withdrawal of the necessary funds from the account you designate. You agree that you will make a transfer or payment only when a sufficient balance is or will be available in your designated account at the time of your order. There is no obligation to act on any withdrawal instruction from you if sufficient funds are not available in the account you designated. In addition, any instruction involving a situation where you do not have sufficient funds will be deemed an "insufficient funds transaction" pursuant to your other agreements with us. The Credit Union, at its option or the options available by applicable third-party vendors, will make payments either by electronic funds transfer or by mailing a check. The Credit Union is not responsible for postal delays or processing delays by the payee.

G. Fees and Charges

Fees and charges related to FOUR POINTS FCU Online Banking are presented in different ways. Please refer to our Rate and Fee Schedule, separate agreements (such as the Bill Pay Agreement), or the fee disclosure provided at the time those services are offered electronically for specific fee details and information. Declining the fee will decline those services. If you have a question about a fee, you may contact the Credit Union.

H. Changes in Terms / Fees and Charges

The Credit Union may change its Online Banking Services and the terms, including fees, set forth in this Agreement at any time. You will be notified of any such change if required by applicable law. Unless delivery method for the change is dictated by law, the notification may be provided by mail, or electronic message, notification, or disclosure. Your use of these services after any such change will evidence your agreement to those changes.

I. Cancellation

This agreement will remain in effect until you or the credit union terminates it. You understand that you may cancel this Agreement at any time by notifying us electronically, by mail, by phone, or at a branch. The Credit Union may cancel this Agreement and terminate your use of any services for any reason, at any time. If you terminate your Accounts, you will not be able to use the Services.

J. Limit of Credit Union's and Other Providers' Responsibility

The Credit Union agrees to make reasonable efforts to ensure full performance of our Online Banking Services. We will be responsible for acting only on those instructions sent through our Online Banking Services which are actually received and cannot assume responsibility for malfunctions in public communication facilities not under our control that may affect the accuracy or timeliness of messages you send. In the absence of negligence on the part of the Credit Union, neither the Credit Union nor any software supplier is responsible for any direct, indirect, special, incidental, or consequential damages arising in any way out of the use of these services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states the liability of the Credit Union or software suppliers is limited to the extent permitted by law.

NEITHER THE CREDIT UNION NOR ANY SOFTWARE SUPPLIER MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING ONLINE BANKING OR SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW.

Further, in addition to the exceptions set forth below, we will not be liable for losses:

1. If your telephone, computer, or Online Banking Services were not working properly and the equipment failure should have been apparent to you when you attempted to authorize a transaction.
2. If you have not given us complete, accurate, or current account numbers, or other Insufficient Funds identifying information so that a merchant institution or the credit union can properly complete a transaction.
3. If you have not properly followed the Online Banking Services instructions or have provided us with wrong or inaccurate information.
4. If you fail to notify us of any inaccuracy in any merchant list that has been set up for your account(s).
5. If you receive notice from a merchant or institution that any payment you have made through our Online Banking Services remains unpaid, and you fail to notify us of this fact within five (5) calendar days from the date you receive any such notice.
6. If the payee was a merchant or institution, you are not permitted to designate.
7. If you do not set up the payment soon enough for payment to be received and credited by the payee by the due date.
8. If the payee does not credit your payment promptly or properly after receipt.

K. Assistance with Online Banking Services

If you need assistance with Online Banking Services or if you need to communicate with us, you can contact us at the phone number, e-mail, or address below.

L. Personal Identification Numbers and Security

Online Banking Services: To log onto our Online Banking Services, you must use a User ID and Password. During Online Banking Enrollment, you will create your User ID and you may be assigned a default Password or you may be asked to verify personal information or account information in order to verify your identity and establish a User ID and Password. If a default Password is assigned, you will be prompted to change your default Password during your initial login. You may continue to use these login credentials to access the Online Banking Services, or you may change them at any time within Online Banking. You will also be prompted to set up a series of Security / Challenge Questions and Answers. Your Password and / or Security / Challenge Questions may expire and need to be reset at intervals set by the Credit Union.

You agree not to give or make available your Password or other means to access your account to any unauthorized individuals. You are responsible for all transactions you authorize using Online Banking. If you permit other persons to use your Online Banking Service, or your Bill Payment service, or other means to access your account, you are responsible for any transactions they authorize. If you believe that your Password has been lost or stolen or that someone may attempt to use the Online Banking Services without your consent or permission, you must contact us immediately.

M. Contact Information.

Call or write to us regarding your **Online Banking Services** at the following:

- Local : 402-431-5180
- Toll Free: 1-800-323-2786
- Email: contact@fourpointsfcu.org
- FOUR POINTS FCU
  Attn: Online Banking
  P.O. Box 541030
  Omaha, NE 68154

N. General Terms for Web and App Services

Account Information. Balance information available on our Website or App may not reflect outstanding checks or charges, unposted transactions (such as deposits, payments or credits), or recent transfers or payments. Balances in Accounts may also be subject to a hold (which will not necessarily be evident from your online statement, but you will receive written notice when the hold is placed). Balance information is generally provided as of the end of the prior business day and may not reflect pending transactions. Online transaction history for Accounts is limited. You may need to check the statements that we have previously sent you for information

prior to the first day covered by the online transaction history. You also agree to monitor the activity in your Accounts and to keep informed of any changes.

Business Days. For purposes of this Agreement, our business days are Monday through Friday, excluding Saturdays, Sundays and federal holidays.

Providing your contact information to us on our website or App.
CONSENT: By enrolling and providing your mobile phone number or email address, you consent to being contacted at those provided points of contact. This may include, but is not limited to, communications via live operators, email, text messages, automated dialing systems, and prerecorded or artificial voice messages. The frequency of messages may vary based on your account settings and preferences. Providing this consent is not a condition for making a purchase.

By supplying your mobile number, you agree to receive calls and text messages—even if your number is listed on any federal or state “Do Not Call” registry, or if you have previously asked us not to contact you at that number.

You are responsible for promptly notifying us if your phone number changes. If you deactivate or change your mobile number, it is your responsibility to update your account and remove the old number from your mobile delivery preferences. While we do not charge for calls or texts, your wireless provider's standard message and data rates may apply.

O. General Terms for App Services

Eligibility. You acknowledge that the App may be updated or modified over time. To continue using the App, you may need to download updates or new versions periodically. Some features or services within the App may require separate enrollment.

You must be the authorized user of the device you wish to enroll, and your device must support the necessary functions to use the App (e.g., internet access). The App may not be available in all geographic areas and may not be compatible with all devices, service providers, or mobile plans.

You are solely responsible for any charges from your mobile service provider, or third parties related to your use of the App or your device. Not all customers will be eligible to use the App. Enrollment may be denied if you are not eligible or if you do not complete the enrollment process as instructed.

You also consent to receiving electronic communications from us through the App and your enrolled device.