

FLORIDA WEST COAST CREDIT UNION MOBILE BANKING AGREEMENT AND DISCLOSURE

Introduction

Your use of the Florida West Coast Credit Union Mobile APP constitutes your agreement to be bound by the terms and conditions of this Agreement and Disclosure. As part of this Agreement, we may amend these terms and conditions and modify or cancel the Mobile APP that we provide without notice, except as required by law. If the Credit Union should elect to modify the service, you would be notified of any modifications prior to implementation.

Governing Law

All questions relating to the validity, interpretation, performance and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida and all applicable Federal Laws and Regulations.

Definitions

As used in this Agreement and Disclosure, the following words will have the definitions given below:

Account means all your eligible Florida West Coast Credit Union member numbers to include checking and savings and all other account suffixes that can be accessed through our Mobile APP and that you are an owner.

Device means a cellular telephone or similar wireless communication device unto which you have downloaded software permitted by us for the purpose of permitting access to our Mobile APP.

Remote Deposit Capture (RDC) means the ability of a member to take a picture or image of a check (front and back) using the camera on their smart phone and electronically transmit this item to the Credit Union for Deposit without physically coming to a branch office of the Credit Union.

Mobile Banking means the banking services accessible from the mobile device that you have registered with the Credit Union to access our Mobile APP and Remote Deposit Capture.

“You” and “Yours” means each owner of an account with authorized access to your account(s) that applied for and uses the Remote Deposit Capture Service.

“We, “Us”, “Our” and “Credit Union” mean Florida West Coast Credit Union.

Mobile Banking APP

The Florida West Coast Credit Union Mobile APP is offered to members as an enhancement to our Online Banking Services. It is not intended to replace member's access to Internet Banking from their personal computer or any other method members use to access their accounts at Florida West Coast Credit Union. Use of the Mobile APP allows members to view current account information, transaction history, transfer funds between accounts, make loan payments and deposit items remotely through the use of Remote Deposit Capture process. To use the Mobile Banking APP, you must be enrolled in our Online (Internet) Banking program through your PC and you must be an active user. You must also register your Mobile Device by answering one of your challenge questions that you set up when you registered for Online Banking.

Only one application for the Credit Union can be installed on your device. The user name cannot be changed if using two different accounts.

Florida West Coast Credit Union reserves the right to limit your access to the Mobile APP. We also reserve the right to refuse to make any transaction you request through Mobile Banking.

Access to the Florida West Coast Credit Union Mobile APP may not be accessible through all network carriers. In addition the Mobile Banking APP may not be supportable on all devices. By agreeing to this disclosure you understand that the Credit Union is not responsible for the availability of data services provided by your carrier or your availability of service.

You are responsible for making sure that you know how to properly use your mobile device and understand that the Credit Union is not liable in any way for any losses caused by your failure to properly use the Mobile Banking APP or your device.

You also agree when you use the Mobile Banking APP you remain subject to the terms and conditions of your existing agreements and contracts with your service providers. You understand that this Agreement does not supersede those agreements.

Your wireless carrier may assess you fees for data or text messaging services that you utilize during this process. We recommend that you consult with your plan provider for details. The Credit Union is not responsible for any of these fees, charges or limitations which may impact your use of the Mobile Banking APP. Your acceptance of this Agreement means that you agree to be solely responsible for all such fees, limitations or restrictions. You also agree that only your service provider is responsible for its products and services and that the Credit Union has no authority over these products and services. You agree to resolve any problems directly with your service provider without involving the Credit Union in the process.

Any deposit, loan or other Credit Union product accessed through the Florida West Coast Credit Union Mobile APP is also subject to the terms and conditions that were provided to you at the time your account was opened at the Credit Union. You should review these disclosures accordingly as they may include any transaction limitations and fees which might apply to your use of the Mobile APP.

Operating System Requirements

The Florida West Coast Credit Union Mobile App is available for both the Android and Apple iPhone operating systems. Both of these systems have a different look and feel. The Smart phone requirements are as follows:

- Android operating system : 2.2 and higher
- iPhone operating system: 4.3 and higher

If you have an Android Smart Phone the application can be downloaded from the Google Play Store and if you have an iPhone the application can be downloaded from the Apple Store. You can refer to the help screen for registration instructions.

Permitted Mobile Transfers

You may transfer funds from and to all eligible Florida West Coast Credit Union. Currently you may not transfer funds to an account located outside the Credit Union.

A Federal Regulation (REG D) requires financial institutions to limit the way withdrawals be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transfers permitted during each monthly statement cycle. Additional information is provided in the Florida West Coast Credit Union Truth in Savings Disclosures.

Florida West Coast Credit Union also reserves the right to limit the type, frequency and amount of transfers for security purposes and may change or impose these limits without notice at our discretion.

Electronic Signature

By accessing this Mobile Banking APP, utilizing the user Name, authorized PIN, and multi-factor authentication questions provided to you for access to your Florida West Coast Credit Union's Internet Banking constitutes your signature acceptance and agreement to the terms and conditions of this Agreement as if you physically signed the document in writing. Further, you agree that no certification authority or other third party verification is needed to verify the validity of your electronic signature. You also agree that this electronic signature creates a contract between you and the Credit Union.

Fees

There are currently no fees to use the Florida West Coast Credit Union Mobile APP, however the Credit Union does reserve the right to impose fees in the future and with appropriate notice to you.

Security

In using the Mobile APP program you understand you are responsible for exercising due care in preserving the confidentiality of your User ID, password, site key, or other authentication methods provided by the Credit Union. It is your responsibility to prevent the use of your Mobile APP by unauthorized persons; in addition you assume full responsibility for the consequences of any missing or unauthorized use of or access to the Mobile APP or disclosure of any confidential information. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and you agree to log off immediately at the completion of each access.

You agree if you permit other persons to use your Mobile Device, login information or provide any other form of access you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

Access to the Florida West Coast Credit Union Mobile APP is available for domestic use only and not for locations outside the United States.

Contact Information

You agree to keep correct contact information on file at Florida West Coast Credit Union. If your contact phone number, cell phone or email change you agree to notify the Credit Union within 10 days of the change.

Availability of Services

You understand and agree that the services provided through the use of the Mobile APP may at times be temporarily unavailable due to system maintenance or technical difficulties. You agree that in the event that any of the services included in our Mobile Banking services are unavailable, deposits and or transactions can still be made at any of our Branch Locations or through one of our ATM's that accept deposits, through night drop boxes at all branch locations or through the mail or through our 24 hour telephone service.

Lost or Stolen Devices, Passwords, Unauthorized Transactions

You agree that if you think your Mobile Device, user name, (Login ID), password, PIN, or any other approved access device has been lost or stolen; you will contact the Credit Union at once at 813-643-5572 extension 112. You also agree to contact the Credit Union immediately at the same number if you have any problems with Mobile Banking. In addition, you agree to contact us immediately if you feel that there have been unauthorized transactions on your account or that any information on your account has been compromised.

To obtain a copy of the Credit Union's responsibilities and liability regarding unauthorized transactions review your Truth in Savings and Account Agreement that you received at the time your account was opened by the Credit Union.

In Case of Errors on Your Account

Please refer to the Electronic Funds Transfer Agreement and Disclosure that was provided to you at the time your account was opened at the Credit Union. This will describe the entire error resolution process. If you would like a copy of that agreement, one is available on our website under terms and conditions at the bottom of the site. You can also request one by calling 813-643-5572 extension 112.

If you have questions on your account please contact the number listed above or send a message to membershelp@fwccu.com or write us at Florida West Coast Credit Union, 1225 Millennium Parkway, Brandon, FL 33511