

FLORIDA WEST COAST CREDIT UNION MOBILE BANKING/REMOTE DEPOSIT CAPTURE 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 accounts suffixes that can be accessed through our Mobile APP/ Remote Deposit Capture Program and that you own.

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 Program.

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” mean 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. To use the Mobile Banking APP and the Remote Deposit Capture Program you must be enrolled in our Online (Internet) Banking program.

Florida West Coast Credit Union reserves the right to limit your access to the Mobile APP and Remote Deposit Capture at any time and for any reason on all your accounts or some of your accounts at the Credit Union. If one of your accounts becomes ineligible for Mobile Banking/RDC then all your accounts with Florida West Coast Credit Union will become ineligible. 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 and Remote Deposit Capture Program may not be accessible through all network carriers. In addition the Mobile Banking APP and RDC 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/Remote Deposit Capture Program or your device.

You also agree when you use the Mobile Banking APP and Remote Deposit Capture Agreement 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 or the RDC program. 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.

You must also agree to the terms and conditions of the Remote Deposit Capture Policy in order to utilize the service.

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/RDC processes.

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

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 and the Remote Deposit Program Disclosure 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.

Email Address, cell phone

You agree that it is your responsibility to notify the credit Union within 10 business days via phone, secure email, mail or in-person if you change your email address.

Mobile Remote Deposit Capture (RDC)

By using Florida West Coast Credit Union's Mobile APP, you will be able to use your smart phone device to submit a check for deposit to your checking account at Florida West Coast Credit Union. You can take an image (picture) of the front and back of the check using the camera on your smart phone and send the deposit electronically to the Credit Union for posting to your checking account. At this time, you may only deposit to a checking account at the Credit Union.

You agree that Florida West Coast Credit Union can reject or adjust any item transmitted through the Remote Deposit Capture Channel at our discretion, without liability to you. The Credit Union is not responsible for items we do not receive or for images that are dropped during the transmission process. An image of a check shall be deemed received by the Credit Union when you receive a confirmation via text that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered for deposit and credited to your account. You will see the deposit once it has been posted to your account.

The Credit Union reserves 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 the Credit Union is not liable for any loss, costs, or fee you may incur as a result of our chargeback of an ineligible item or adjusted item.

Eligible Items for Deposit

You agree to submit for deposit only checks as defined in Federal Reserve Regulation CC. You agree that the image of the check transmitted to use is deemed an "item" with the meaning of Article Four of the UCC code.

The following items will not be accepted for Deposit into your account at Florida West Coast Credit Union through the Remote Deposit Channel:

- A. Cashier's Checks;
- B. Checks or items:

- Containing obvious alterations to any of the fields on the front of a check or item, or which a member knows or suspects, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn
- A stale dated item (dated more than six months prior to the date of the deposit)
- An expired or post -dated item
- Drawn on a financial institution located outside of the United States
- Drawn on a member's account at Florida West Coast Credit Union (on-us checks)
- Not payable in U.S. currency
- Previously converted to a substitute check, as defined by Regulation CC
- Prohibited by the Credit Union's Internet Agreement relating to the RDC service or which are not acceptable for deposit under the terms of the Credit Union's account agreement with the member or Article 4 of the Uniform Commercial Code
- That are irregular or incomplete (e.g., check amount number differs from the written amount)
- That are remotely created checks, as defined by Regulation CC
- With no magnetic Ink Character Recognition (MICR) line
- That are stamped non-negotiable

C. Traveler's Checks

D. U.S. Postal Money Orders

E. A check made payable to a living trust or to a trustee(s) of a living trust

F. A check made payable to a Representative Payee Account or Guardianship Account

G. A check payable to a business

H. An item that has been returned NSF

I. U.S. Savings Bonds

J. A third party check-an item issued by an individual(1st party) payable to another person (2nd party) then signed over to a third person (3rd party)

K. A photo copy of a check

L. A check payable to a custodial and/or a Uniformed Gift to Minors Account.

M. Cash

Fees

Florida West Coast Credit Union does not currently charge any fees for subscribing to and using Mobile Banking and the Remote Deposit Capture program. However fees could be assessed to your account as a result of the Credit Union rejecting a deposit or placing a hold on a deposit transmitted through the Remote Deposit Channel.

We may assess fees based on the fee schedule disclosed in the Truth in Savings agreement you received at the time your account was opened and available under fee schedule on our internet banking site. Florida West Coast Credit Union does reserve the right to change the fee structure at any time by sending you the required notice of change.

Availability of Funds and Transmission Times

I understand and agree that deposits made through the Remote Deposit Capture are not subject to the Expedited Funds Availability Act, Regulation CC or the Credit Union's Fund Availability Policy. I agree to the following schedule regarding deposits made through the Mobile Capture Channel.

The deposit cut off time for transmissions is 3:30 pm every business day. Deposits transmitted after 3:30 PM will be accepted by the Credit Union on the following Business Day. The first \$200.00 of the deposit will be available the 1st business day after the deposit posts to your account. (For example, if you make a deposit on a Monday at 1:00 PM, the first \$200.00 from that deposit will be available on Wednesday (2nd business day after the deposit, 1st business day after the deposit posts to the member's account) as long as there are not holidays or non-banking business days in between. Deposits will be processed as an ACH file to Fiserv and will post to the members account on the business day following the day the member deposited their check using RDC.

Funds deposited greater than the first \$200.00 will be available on the 3rd business day after the deposit posts to the member's account.

Longer delays on deposits may apply. The Credit Union reserves the right to place an extended hold in any emergency situation where there is failure of communications or computer equipment, if we have a reason to believe that an item will not be paid or that your account has been repeatedly overdrawn. If the Credit Union exercises its right to place an extended hold, the first \$200.00 of the deposit will not be available on the 1st business day after the deposit posts to your account.

Items that are Returned Unpaid

You agree if an item that was deposited through the RDC program is returned for any reason, (NSF, Counterfeit, Duplicate Deposit, Stop Payment, Refer to Maker, etc.,) the amount of the item will be charged back to your account. You agree If the charge back causes the account where the item was deposited to go into a negative balance status, funds may be taken from another share or account you own at the Credit Union to cover the negative balance. If the funds are not available you understand that the account will go into a collection status and that the negative balance must be rectified immediately. If the account is not brought to a positive status the account will be charge off as a loss to the Credit Union and reported to the appropriate credit reporting agencies. Legal action could also be taken to collect the negative balance.

Endorsements for RDC Items

You agree to properly endorse the item being deposited as it appears on the Pay to the Order line on the front of the check. You must also print on the back of the check prior to transmission the following: **DEPOSIT TO FLORIDA WEST COAST CREDIT UNION MOBILE DEPOSIT ONLY**. You understand that items not bearing a proper endorsement and the required endorsement FOR FLORIDA WEST COAST CREDIT UNION MOBILE DEPOSIT ONLY will not be accepted for deposit through the Remote Deposit Channel.

Once the item has been sent for transmission and hard posted to your account you agree to cross through the face of the check: **DEPOSITED VIA FWCCU RDC AND THE DATE**.

Security

In using the Mobile APP/RDC 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/ Remote Deposit Capture Program 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/ Remote Deposit Capture Program 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 and the Remote Deposit Capture is available for domestic use only and not for locations located outside the United States.

You agree to securely store the original check for 6 months (180 days) after the item has posted to your account. You may securely destroy the item after the 180 days have passed by shredding the document. You agree to place this item in a secure place during the holding period, whether it is a locked safe/ filing cabinet, etc. or some other place where access is limited. You agree that it is your responsibility to securely store the item so that it cannot be represented for payment, altered, copied or used for any other illegal purpose. You understand that you are responsible for any losses caused by your failure to properly secure the original checks deposited through the RDC process.

You agree that you must promptly provide to the Credit Union the original check if requested during the holding period, in the aid of clearing and collection processes, to resolve claims by third parties with respect to any check, and for audit purposes. If you cannot provide us with the original check during this holding period as requested you will be liable for any and all unresolved claims by third parties or by the Credit Union.

Transaction Limitations

I understand and agree to the following transaction limitations regarding deposits made through the remote deposit channel. I also understand that Florida West Coast Credit Union can change my limitations at any time without notice.

Transaction Limits per Member	<i>New member to Credit Union for the first 180 days of membership</i>	<i>Existing Member that does not qualify for Courtesy Pay Program</i>	<i>Existing membership is over 180 Days of membership</i>
Maximum Daily Deposit Amount	0.00	\$500.00	\$2,500.00
Maximum Monthly Deposit Amount	0.00	\$2000.00	\$10,000.00
Maximum Deposit Amount Per Deposit	0.00	\$500.00	\$2,500.00

Maximum Number of Deposits Per Day	0.00	one	two
Maximum Number of Items Deposited Per Month	0.00	three	ten
Maximum Number of Items Deposited Per Deposit	0.00	three	five

Member Responsibilities

- You agree that you are responsible for any loss or failure to collect a check image that results from an inaccurate or illegible check image or failure to provide full and correct MICR data or dollar amount for a check image.
- You agree that you must verify the Credit Union's receipt of your transmissions by verifying that the deposits have been posted to the appropriate accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmissions with the Credit Union.
- You agree that you are the legal owner of the Accounts and other financial information which may be accessed using Mobile Banking. You represent and agree that all information you provide to us in conjunction with Mobile Banking and Remote Deposit Capture is true and accurate. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Mobile Device you are using to access Mobile Banking and Remote Deposit Capture.
- You agree that you will not use Mobile Banking or the Mobile App or Remote Deposit Capture programs or the content or information derived from them to commit any illegal act.

Availability of Services

You understand and agree that the services provided through the use of the Mobile APP and the Remote Deposit Capture Program 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 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.

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 or the Remote Deposit Capture Program. 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