

Fidelis Catholic Federal Credit Union

Home Banking and Mobile Service Terms and Conditions

The following terms and conditions govern the manner in which Fidelis Catholic Federal Credit Union (Us, We, Our) will provide Home Banking Services (Services) to you:

Partnership for providing these services:

The Home Banking and Mobile Services are hosted by one of our partners, and you are responsible for compliance with their terms and conditions. Please contact us if you would like to review their terms and conditions. Fidelis Catholic Credit Union is not responsible for these terms and conditions or your compliance with them. In some instances, our partner's terms and conditions may differ from ours.

Our Member Service Information:

Our Member Service is available by telephone at 303.424.5037 during the following hours: Monday, Tuesday, Thursday from 9:00am to 5:00pm, Wednesday and Friday from 10:00am to 6:00pm.

Mail may be addressed to: Fidelis Catholic Credit Union, P.O. Box 547, Arvada, CO 80001

Or email: memberservices@Fideliscu.org

Services:

You authorize us to utilize Tyfone to provide Home Banking and Mobile Banking services to you on our behalf. Funds will transfer to your targeted account as reasonably possible.

Limitation:

Under no circumstances will we be liable if we are unable to complete any loan payments or transfers initiated in a timely manner via the services because of the existence of any one or more of the following circumstances:

1. You do not obtain confirmation at the time you initiate a loan payment or transfer.
2. The designated account does not contain sufficient funds to complete the loan payment or transfer.
3. You have closed the designated account.
4. We have identified you as a credit risk and have chosen to terminate your subscription to the service
5. The service, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you execute the transaction.
6. You have not provided us with the correct information for those account to which you wish to make a transfer.
7. Circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside source) prevent

the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.

WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT OR SOFTWARE, THE SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE OR BROCHURE RELATED TO THE SERVICE. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE OR THE SERVICES, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD.

Statements:

All loan payments or transfers made via the service will be listed on the monthly account statements you receive from us.

No Signature Required: When any payment or other online service generates items to be charged to your account, you agree that we may debit your designated eligible accounts or the account on which the items is drawn without requiring your signature on the item, and without prior notice to you.

New Services:

We may, from time to time, introduce new services or enhance existing services. We shall notify you of the existence of these new services when they become available. You agree to be bound by the obligations concerning these services which will be sent to you.

Care of Your Security Code:

You agree that you will not give your Home Banking/Mobile Banking security credentials to, or make them available to any other person. If you believe that your security credentials have been lost or stolen, or that someone has made transfers using your security credentials without your permission, notify us IMMEDIATELY by phone any time during Member Service hours or send an electronic message through the service.

Your Liability for Unauthorized Transfers:

If you believe that your security credentials have been lost or stolen, notify us IMMEDIATELY as provided above in order to limit your possible losses. If you notify us within two (2) business days after you learn of the loss or theft, your maximum liability is \$50. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your security credentials, and we can prove that we could have prevented someone from using your Security Code if you had told us in time, you could lose as much as \$500. If your monthly statement contains loan payments or transfers that you did not make, notify us IMMEDIATELY. If you do not notify us within sixty (60) days after the statement was mailed to you, you may not get back any of the money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a hospital stay or a long trip) prevented you from telling us, we may at our discretion, extend the time.

Errors and Questions

Contact us as soon as possible at either the address or telephone number described above if you think that a transfer listed on your statement is in error or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after you received the statement on which the problem or error appeared. When you call or write us you must:

1. Tell us your name account number and User ID.
2. Describe the transfer you are unsure about and explain as clearly as you can why you believe it is an error or need more information. If possible please provide us with the confirmation number for each transaction in question.
3. Tell us the dollar amount of the suspected error.

If you tell us orally or by using the service's electronic mail, we may require that you send us your complaint in writing, with your signature, within ten (10) business days. We will tell you the result of our investigation within ten (10) business days after we receive your complaint and will correct any service error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint or question. If we decide to do this, we will give you provisional credit your account within ten (10) business days after we hear from you, for the amount you think is in error in order that you may have use of the funds during the time it takes to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) business days, we may not recredit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will mail or transmit to you a written explanation. Within ten (10) business days of the date of the explanation, we will debit your account the amount previously given to you as provisional credit for use during the time we took to complete our investigation. You may ask for copies of documents used during our investigation.

Disclosure of Account Information to Third Parties:

We will only disclose information to third parties about your accounts:

1. When it is necessary for completing transfers;
2. In order to comply with a government agency or court order; or
3. If you give us your permission.

Enforcement:

If you cause the Credit Union a loss as a result of your activities and if the matters referred to Collections, you agree to pay all costs of collection including reasonable attorney fees. You are liable to the Credit Union for any loss, cost or expense we incur resulting from a loss. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceeding, and any post-judgment collection actions.

Waiver:

We may waive any provision of this agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the terms or provisions in the future.

Charges:

In the event that we are unable to process a service transaction, (if, for example, there are insufficient funds in your designated accounts) the transaction will result in a “Failed Transfer”. In the event of repetitive “Failed Transfers”, we reserve the right to suspend your subscription to the service. This suspension may be without prior notice to you. If your subscription is suspended, transactions which were previously initiated may still continue to be processed unless canceled and confirmation of the cancellation is provided as specified below. Suspension will be handled by Member Service and all inquiries and correspondence relating thereto including requests for reinstatement should be directed to Member Service. In the event your subscription is suspended, we will notify you by mail to your listed address.

Fees:

You agree to pay us the fees to be published by us from time to time.

1. In addition to foregoing, you agree to be bound by and comply with applicable state and federal laws and regulations. We agree to be bound by them too.
2. We reserve the right to terminate your use of the services, in whole or in part, at any time without prior notice.
3. You may cancel your subscription to the services, upon written notice to Member Service. You will be responsible for all transfers you have requested prior to termination. **BE SURE TO CANCEL ALL OUTSTANDING LOAN PAYMENTS AND TRANSFER ORDERS. WE WILL NOT BE LIABLE FOR TRANSFERS NOT CANCELLED OR MADE DUE TO YOUR ACTIONS RELATED TO SERVICE TERMINATION.**
4. These Terms and Conditions and applicable service fees and charges may only be altered or amended by us. In such an event, we shall send notice to you at your listed address or transmit notice of the alteration or amendment over the service. Your use of the service following receipt of such notice constitutes acceptance of such alterations or amendments.
5. In the event of a dispute regarding the service, you and we agree to resolve this dispute by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by you or our employees.
6. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Colorado.
7. Business days are Monday through Friday, excluding normal banking holidays.