



**Fitzsimons**  
A PARTNERING CREDIT UNION

**Consolidated Account Agreement  
and Disclosures**

*November 1, 2018*

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## **Fitzsimons Federal Credit Union (Fitzsimons)**

### **Standard Disclosure**

(Except as otherwise indicated, the following disclosures apply to all accounts offered by the Credit Union)

#### ***Disclosures for All Accounts***

1. Any membership opened prior to completing the required identification process is considered a provisional member until the identification process is completed to the satisfaction of a manager. If the identification process cannot be completed to the manager's satisfaction within two business days, the provisional membership will be closed.
  2. The Dividend Rate and Annual Percentage Yield (APY) applicable to each account offered by the credit union are set forth in the Fitzsimons Share Rate Sheet. The Share Rate Sheet, as issued from time to time by the credit union, is incorporated herein by reference.
  3. The APY is a percentage rate reflecting the total amount of dividends paid on an account, based on a dividend rate and the frequency of compounding for a 365-day period. Dividends are paid from current income and available earnings after providing for required transfers to reserves at the end of a dividend period. The Dividend Rate and APY are the prospective rates and yields that the credit union anticipates paying for the dividend period.
  4. Dividends for Regular Share accounts (including Christmas Club, Youth Shares and Teen Shares) are calculated using the average daily balance method, which applies a periodic rate to the average daily balance in the account for the month. The average daily balance is calculated by adding the balance in the account for each day of the month and dividing that figure by the number of days in the month. Dividends for Money Market, Partner Paramount Checking and Share Certificates are calculated using the daily balance method, which applies a daily periodic rate to the balance in the account each day.
  5. The dividend period is monthly and begins on the first day of the month and ends on the last day of the month.
  6. Dividends will be compounded monthly and will be credited monthly.
  7. For all accounts that pay dividends, all deposits (cash, checks, etc.) will accrue dividends starting on the day of deposit even if a hold is placed on the funds.
  8. Dividends are available to member on any account after they are paid. If an account is closed before dividends are credited, the member will not receive accrued dividends for that account.
  9. The minimum balance to open an account and the minimum daily balance required to avoid payment of a fee or to obtain the APY for the dividend period are set forth for each account in the Share Rate Sheet and in the Disclosures for Specific Accounts.
  10. All fees and charges which may be assessed a member for joining the credit union or assessed against a member's account or accounts are disclosed separately in the "Fee Schedule, Fitzsimons Federal Credit Union" (the "Fee Schedule" or "Business Account Fee Schedule") as published by the credit union from time to time.
  11. Limitations for each account are set forth on the Disclosures for Specific Accounts and in the Share Rate Sheet.
  12. Normally, no notice of intent to withdraw shares is required. However, the Bylaws for the credit union give the credit union authority to require a notice of up to sixty (60) days for withdrawal of shares.
  13. Certificate accounts will mature within the term of the account. The specific maturity date will be set forth on the account receipt or letter upon opening a certificate account or on the renewal notice.
  14. Accounts with no activity for 365 days may be classified as inactive and the credit union reserves the right to close inactive accounts and/or assess a monthly inactivity fee.
  15. Accounts with no activity for 5 years after the date of the last member-initiated activity are considered unclaimed/dormant. Fitzsimons Federal Credit Union is required by law to file a report and forward assets deemed dormant to the Unclaimed Property office of the Colorado State Treasurer. Safe Deposit boxes become dormant and reportable to the State Treasury as unclaimed property three years after the rent has expired.
  16. A paper statement fee may be charged each time you receive a mailed paper statement.
- See Current Fee Schedule for all amounts.*

### **Disclosures for Specific Accounts**

#### **SHARE SAVINGS**

1. This is a variable rate account and the Dividend Rate and the APY are subject to change. The dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors.
2. The minimum balance to open a Regular Share account is the purchase of a \$5.00 share in the credit union. The minimum required daily balance to obtain the disclosed APY is \$250.00.
3. VISA/Check/ATM cards, Online Banking and a telephone transaction system are available to provide 24-hour access to accounts.
4. An Excess Activity Fee (*see fee schedule for amount*) may be applied for each transaction that exceeds the limit of six (6) withdrawals per month or monthly statement period, on Share Savings and Money Market Accounts, to include the types below:
  - Transfers via telephone (including ANDI)
  - Transfers via Online Banking (including Bill Pay)
  - Automatic Transfers for Overdraft protection to your checking account (including Debit Card purchases)
  - Pre-authorized transfers and withdrawals from your account (including ACH and wire transfers)
  - Checks, drafts, or similar other withdrawals payable to third parties (counted when they post to your account and not when they are written)
  - ATM Card purchases that post to your savings account
5. Fees may be charged for the following:
  - After the third teller assisted withdrawal or transfer each month.
  - Membership (once per member).
  - VISA Check/ATM Cards (yearly).
  - After the fourth ATM withdrawal per month.
  - Cashing Checks
  - Shared Branching withdrawals
  - ACH Check by Phone
  - Extended holds may be placed on share deposits.

*See Current Fee Schedule for a complete list of fees and amounts.*

#### **YOUTH SHARE & TEEN SHARE**

1. This is a variable rate account and the dividend rate and the APY are subject to change. The dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors.
2. The minimum balance to open a Teen Share Account is \$5.00. The minimum required daily balance to obtain the disclosed APY is \$5.00. If the daily balance in the account does not exceed \$5.00 on at least one day (using the daily balance method) during any six month time period, a monthly service fee will be assessed. The minimum required balance for Youth Share Accounts will be waived for the first year the account is open with respect to assessment of any monthly fee.
3. VISA Check/ATM cards, Internet Banking and a telephone transaction system are available to provide 24-hour access to accounts.
4. Fees may be charged for the following:
  - After the third teller assisted withdrawal or transfer each month.
  - Membership--1/2 the stated fee (once per member)
  - Shared Branching withdrawals
  - ACH Check by Phone
  - VISA Check/ATM Cards (yearly).
  - After the fourth ATM withdrawal per month.
  - Accounts below a minimum required daily balance
5. Accounts are for ages birth through eighteen. If certain services are requested, the credit union may require an adult co-owner on the account.

*See Current Fee Schedule for all amounts.*

## CHECKING

1. Partner Paramount Checking pays dividends on a balance limit rate table. The minimum required daily balance to obtain the disclosed APY is \$1,000. This is a variable rate account and the dividend rate and the APY are subject to change. The dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors. See Share Rate Sheet.
2. There is no minimum balance to maintain a checking account.
3. VISA Check/ATM cards, Internet Banking and a telephone transaction system are available to provide 24-hour access to accounts.
4. Fees may be charged for the following:
  - After the fourth ATM withdrawal per month
  - Stop payments
  - CU checks
  - Shared Branching withdrawals
  - Deposited checks
  - Paid checks
  - Copies of paid checks
  - Overdrafts created by checks, in person withdrawals, ATM withdrawals or by other electronic means whether paid or not paid
  - Overdraft protection transfers which occur automatically to move available funds in other accounts to a checking account in order to prevent an account from being overdrawn
  - Share draft orders and temporary drafts
  - Monthly Account maintenance
  - ACH Check by Phone
  - Night Depository Keys/Bags
  - Cash and Currency Orders
  - Accounts below Minimum Balance
  - Checks placed for collection
  - Paper Statements
  - Branch/Phone Transactions
5. The credit union is under no obligation to pay a check that exceeds the fully paid and collected balance in this account. However, the credit union may treat such check as an advance from a Line of Credit loan and credit the advance to this account.
6. The credit union may pay a check on whatever day it is presented for payment, notwithstanding the date (or any other limitation) appearing on the check. The credit union will not examine the signature on the check prior to payment. Each member is responsible for the detection of unauthorized checks.
7. Members may stop payment on checks. Without a stop payment order, the credit union cannot refuse to pay a draft if there are sufficient funds available.
8. Members' check verification responsibility will be as follows:
  - Review of monthly statements and verification of all check numbers processed.
  - Verification of written notices mailed to members for all returned checks.
9. Members will be responsible for the detection of any discrepancies with regard to electronic entries (i.e., forged, altered or unauthorized ACH entries), and will be required to report these discrepancies within 24 hours of entry posting. Failure to notify the credit union timely may prevent recovery of any money lost.
10. A paper statement fee may be charged each time you receive a mailed paper statement
11. A Branch/Phone Transaction fee may be charged on select checking accounts. Fee may be charged for conducting a transaction over the phone or in a branch that could have been done online or at an ATM.
12. Re-Checking Account requires a \$100 initial deposit. Re-Checking has other restrictions that apply. Refer to Re-Checking Account disclosure for complete details (available in branch only).

*See Current Fee Schedule for all amounts.*

### **MONEY MARKET ADVANTAGE ACCOUNT**

1. This is a variable rate account and the dividend rate and the APY are subject to change. The dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors.
2. A minimum deposit of \$2000.00 is required to open a market advantage account. The minimum required daily balance to obtain the disclosed APY is \$2,000.00.
3. The minimum withdrawal amount is \$250.00. Account can be accessed six times a month.
4. Fees may be charged for the following:
  - Stop payments
  - Copies of paid checks
  - Non-Sufficient Funds checks
5. A telephone transaction system and Internet banking are available for 24-hour access to accounts.
6. The credit union may pay a check on whatever day it is presented for payment, notwithstanding the date (or any other limitation) appearing on the check. The credit union will not examine the signature on check prior to payment. Each member is responsible for the detection of unauthorized drafts. A fee will be charged for any check returned for non-sufficient funds.
7. Members may stop payment on checks. Without a stop payment order, the credit union cannot refuse to pay a check if there are sufficient funds available. The credit union charges a fee for stop payments.
8. Members' responsibility for check verification will be as follows:
  - Review of monthly statements and verification of all check numbers processed.
  - Verification of written notices mailed to members for all returned checks.
9. The minimum balance to maintain a Money Market Advantage Account is \$250.00.
10. An Excess Activity Fee may be applied for each transaction that exceeds the limit of six (6) withdrawals per month or monthly statement period, on Share Savings and Money Market Accounts, to include the types below:
  - Transfers via telephone (including ANDI)
  - Transfers via Online Banking (including Bill Pay)
  - Automatic Transfers for Overdraft protection to your checking account (including Debit Card purchases)
  - Pre-authorized transfers and withdrawals from your account (including ACH and wire transfers)
  - Checks, drafts, or similar other withdrawals payable to third parties (counted when they post to your account and not when they are written)
  - ATM Card purchases that post to your savings account

*See Current Fee Schedule for all amounts.*

### **SHARE CERTIFICATES**

1. Minimum balance to open an account is \$500.00. Certificate may be purchased for any amount over minimum. Minimum required daily balance to obtain the disclosed APY is \$500.00. The account will mature according to terms below. Funds will be available on the day after maturity.
2. Rates are set by the Board of Directors. The rate is fixed for the term of the account from the time of purchase.
3. Dividends are available to the owner any time after they are paid. However, the APY is based on the assumption that dividends will remain on deposit until maturity of the account. A withdrawal will reduce earnings. No additions allowed.
4. If certificate funds, other than dividends are withdrawn prior to maturity, there will be a forfeiture of dividends on the amount withdrawn depending on the term of the certificate (see below)
5. The certificate will automatically renew at maturity. The credit union will give the owner twenty (20) days' notice prior to the maturity date explaining the renewal terms. The owner will have a grace period of ten (10) days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.
6. Early withdrawal penalties may be waived for withdrawals if the certificate of deposit if the depositor dies or is declared incompetent to manage his or her affairs.

<b>Term of Certificate</b>	<b>Penalty</b>
3 months	90 days' dividends
6 months	180 days' dividends
12 months	180 days' dividends
18 months	180 days' dividends
24 months	180 days' dividends
30 months	180 days' dividends
36 months	180 days' dividends
48 months	180 days' dividends
60 months	180 days' dividends

**CONTRIBUTORY IRA  
TRADITIONAL, ROTH AND EDUCATIONAL**

1. This is a variable rate account and the dividend rate and the APY are subject to change. The dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors.
2. Minimum balance to open: \$250.00, Minimum balance to earn APY: \$250.00, Minimum balance to avoid a service fee: \$100.00
3. Deposit and withdrawals are subject to all Internal Revenue Service restrictions for Individual Retirement Accounts (IRA). See *Credit Union IRA Trust Agreement* for details.

**IRA CERTIFICATES  
TRADITIONAL, ROTH AND EDUCATIONAL**

1. Minimum balance to open an account is \$500.00. Certificate may be purchased for any amount over minimum. Minimum required daily balance to obtain the disclosed APY is \$500.00. The account will mature according to terms below. Funds will be available on the day after maturity.
2. Rates are set by the Board of Directors. The rate is fixed for the term of the account from the time of purchase.
3. Deposits and withdrawals are subject to all Internal Revenue Service restrictions for IRAs. See *Credit Union IRA Trust Agreement* for details.
4. Dividends are available to the owner any time after they are paid. However, the APY is based on the assumption that dividends will remain on deposit until maturity of the account. A withdrawal will reduce earnings.
5. If certificate funds, other than dividends are withdrawn prior to maturity, there will be a forfeiture of 180 days dividends on the amount withdrawn. Additions are allowed in the amount of \$25.00 or more for certain terms; see below.
6. The certificate will automatically renew at maturity. The credit union will give the owner twenty (20) days' notice prior to the maturity date explaining the renewal terms. The owner will have a grace period of ten (10) days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.
7. Early withdrawal penalties may be waived for withdrawals if the certificate of deposit if the depositor dies or is declared incompetent to manage his or her affairs.

<b>Term of Certificate</b>	<b>Additions Allowed?</b>
6 months	Yes. Must be \$25.00 or more
12 months	Yes. Must be \$25.00 or more
30 months	No.
60 months	No.

## Funds Availability Disclosure

This Disclosure describes your ability to withdraw funds at Fitzsimons Federal Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

**1. GENERAL POLICY** — Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. RESERVATION OF RIGHT TO HOLD** — In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**3. HOLDS ON OTHER FUNDS** — If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.

**4. LONGER DELAYS MAY APPLY** — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

**5. SPECIAL RULES FOR NEW ACCOUNTS** — If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the same business day that we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the



second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**6. DEPOSITS AT NONPROPRIETARY ATMS** — Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

**7. FOREIGN CHECKS** — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

## Electronic Funds Transfer Agreement-VISA Debit/ATM Cards

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Fitzsimons Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. **EFT SERVICES** - If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.
  - a. **ATM Card.** If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, Co-Op, Accel, and Cirrus® networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

### At the present time, you may use your card to:

- Make deposits to your savings or checking accounts;
- Withdraw Funds from your savings or checking accounts;
- Transfer Funds between your checking and savings accounts;
- Obtain balance information on your checking and savings accounts;
- Obtain cash advances from your overdraft protection credit line or overdraft courtesy;
- Make point-of-sale (POS) transaction with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry CO-OP, Accel and Cirrus® network logo(s).
- Access your Line of Credit accounts.

### The following limitation on ATM Card transactions may apply:

- You may make five (5) cash withdrawals in any one (1) day.
- You may withdraw up to a maximum of \$200.00 in any one (1) day, if there are sufficient funds in your account.
- You may make ten (10) POS transactions in any one (1) day.
- You may purchase up to a maximum of \$600.00 from POS terminals per day, if there are sufficient funds your account.
- You may transfer up to available balance in your accounts at the time of the transfer
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

- b. **VISA Debit Card.** If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transactions through the Internet. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to

the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Co-Op, Accel, and Cirrus® networks, and such other machines or facilities as the Credit Union may designate.

In addition, you may use your Visa card without a PIN for certain transactions on the Visa, Co-Op, Accel and Cirrus® networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non- Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

**At the present time, you may also use your card to:**

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Access your Line of Credit accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept VISA.
- Order goods or services by mail or telephone from places that accept Visa.

**The following limitations on Visa Debit Card transactions may apply:**

- You may purchase up to a maximum of \$5,000.00 per day.
- You may make five (5) cash withdrawals in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$200.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may make 12 POS transactions in any one (1) day
- You may purchase up to a maximum of \$1,000.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

- c. **ANDI (Automated Night & Day Information).** If we approve ANDI (Automated Night & Day Information) for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use

**ANDI (Automated Night & Day Information) to:**

- Transfer funds from your savings, checking, loan, and money market accounts.
- Obtain balance information for your savings, checking, loan, and money market accounts.
- Make loan payments from your savings and checking accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under ANDI (Automated Night & Day Information) via a touch-tone telephone only. ANDI (Automated Night & Day Information) service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on ANDI (Automated Night & Day Information) transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

**d. Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings or checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**e. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**f. Online Banking.** If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:

- Transfer funds from your savings, checking, loan, and money market accounts.
- Obtain balance information for your savings, checking, loan, money market, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Line of Credit and Home Equity Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Transfer to outside accounts or pay other people via Popmoney®, see separate Terms and Conditions for more details.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

**g. Mobile Banking.** If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:

- Make deposits using Remote Deposit Capture, see separate Terms and Conditions for more details.
- Transfer funds from your savings, checking, loan, and money market accounts.
- Obtain balance information for your savings, checking, loan, money market, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Line of Credit and Home Equity Line of Credit accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors, see separate Terms and Conditions for more details.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- You may make up to \$1,500.00 in daily deposits via Remote Deposit Capture.
- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

**h. Bill Pay.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process

your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

**The following limitations on Bill Pay transactions may apply:**

- There is no limit on the number of bill payments per day.

2. **TRANSFER LIMITATIONS** — For all savings, club, and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. **CONDITIONS OF EFT Services**

The use of your Card and Account are subject to the following conditions:

- a. **Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person..
- b. **Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. **Foreign Transactions**

**Visa.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 0.80% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

- d. **Security of PIN.** The PIN issued to you is for security purposes. The code is confidential and should not be disclosed to third parties or recorded on or with the Card. Do not write your PIN on your Card or keep it disguised or otherwise in the proximity of your Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing. You understand that any joint owner you authorize to use your PIN may withdraw or transfer Funds from any of your accounts. If you fail to maintain the security of your pin and the Credit Union suffers a loss, we may terminate your Card and account services immediately.
- e. **Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner

4. **FEES AND CHARGES.** — There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. **MEMBER LIABILITY** — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in handling your account or card. For all other unauthorized use involving the loss or theft of your card or access code or if you were negligent in handling your account or card, your maximum liability for unauthorized use may be up to \$50.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. This paragraph does not apply to unauthorized use of a Visa debit card, an ATM card or other access device.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

303-340-3343  
800-933-5839  
800-472-3272 (lost/stolen)  
or write to:

Fitzsimons Federal Credit Union 2201 N Fitzsimons Pkwy Aurora, CO 80045

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

6. **RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS.**

- a. **Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- b. **Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.
- c. **Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay

- d. stub), you can find out whether or not the deposit has been made by calling 303-340-3343 or 800-933-5839. This does not apply to transactions occurring outside the United States.
- 7. **ACCOUNT INFORMATION DISCLOSURE.** We will disclose information to third parties about your account or the transfers you make:
  - a. As necessary to complete transfers;
  - b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
  - c. If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
  - d. To comply with government agency or court orders;
  - e. If you give us your written permission.
- 8. **BUSINESS DAYS** — Our business days are Monday through Friday, excluding holidays.
- 9. **CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for direct or consequential damages in the following events:
  - a. If, through no fault of ours, you do not have enough money in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
  - b. If you used your Card or PIN in an incorrect manner.
  - c. If the ATM where you are making the transfer does not have enough cash.
  - d. If the ATM was not working properly and you knew about the problem when you started the transaction.
  - e. If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
  - f. If the money in your account is subject to legal process or other claim.
  - g. If Funds in your account are pledged as collateral or frozen because of a delinquent loan.
  - h. If the error was caused by a system of any participating ATM network.
  - i. If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
  - j. If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transaction is not working properly and you know or should have known about the breakdown when you started the transaction.
  - k. If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill
  - l. Any other exceptions as established by the Credit Union.

The ATM may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

- 10. **NOTICES** — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:**

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.



- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. **BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears.

Call us at: 303-340-3343 800-933-5839  
 or write to: Fitzsimons Federal Credit Union 2201 N Fitzsimons Pkwy Aurora, CO 80045

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

\* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

**NOTE:** If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

12. **TERMINATION OF EFT SERVICES.** You may terminate this Agreement or any EFT service under this agreement at any time by notifying us in writing and stopping your use of your Card and PIN. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any transactions made prior to termination.
13. **GOVERNING LAW.** This Agreement is governed by the Bylaws of the Credit Union, Federal laws and their implementing regulations, the laws and regulations of the State of Colorado and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
14. **ENFORCEMENT.** In the event either party brings a legal action to enforce the Agreement or collect any overdrawn Funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county in which the Credit Union is located, if allowed by applicable law.

## Remote Deposit Capture (RDC)

### Use

Member shall not use the Service in any way that could potentially harm Fitzsimons' network or sites, or the network or sites of its third party service providers. Member shall not nor shall they permit or assist others to abuse or fraudulently use the Service. Member shall not use the Service in any way that: transmits any item or other materials via the Service that is deceptive or fraudulent; violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing banking and criminal activity); transmits or distributes any viruses, worms, time bombs, Trojan horses, or other destructive software of devices; (iv) attempts to break or circumvent security, or in fact, breaks or circumvents security of any computer network of Fitzsimons, its vendors or service providers.

### Disclaimer

Fitzsimons Federal Credit Union warrants that the Service shall be performed in a work person like and professional manner consistent with banking industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS POLICY, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND Fitzsimons HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

### LIMITATION OF LIABILITY

LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE CREDIT UNION NOR ANY OF ITS VENDORS OR SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY ARISING OUT OF USE OF THE SERVICE, WHETHER CAUSED BY THE CREDIT UNION, ITS VENDORS OR SERVICE PROVIDERS, AS WELL AS MEMBER'S USE OF THE SERVICE, EQUIPMENT, SCANNERS, OR SOFTWARE PROVIDED UNDER THIS POLICY. IN NO EVENT SHALL THE CREDIT UNION OR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE, EQUIPMENT OR SOFTWARE USED BY THE MEMBER OR CREDIT UNION IN CONNECTION WITH OPERATION OF THE SERVICE, EQUIPMENT, SCANNERS OR SOFTWARE.

### **Termination**

Fitzsimons Federal Credit Union may immediately terminate the Service or any portion of the Service if Fitzsimons determines that such Service or portion of any Service is in violation of any law or regulation, or in its sole discretion and with notice, decides to cease providing this Service. Except in the event of emergency or to safeguard Fitzsimons' accounts, networks or systems, Fitzsimons shall give written notice of such termination or access limitation, which may be given by Internet secure message, or sent to Member at the address shown on our records, or sent to Member by electronic mail message (email). Member may terminate the Service with notice to Fitzsimons in person, by phone, written notification through postal mail or by electronic mail message (email). No minimum time is required by the member for notification to Fitzsimons.

### **Notices**

All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations. Member agrees that any notices required or permitted under this Policy may be given electronically.

### **Governing Law**

This Policy will be governed by and interpreted in accordance with federal and state laws and regulations.

### **Third-party Vendors**

Fitzsimons Federal Credit Union may use third party service providers to provide some or all of the Service under this Policy on behalf of Fitzsimons.

### **Amendments**

Unless applicable law provides otherwise, this Policy may be amended by notice sent electronically or by mail to Member at Member's last address known to Fitzsimons to be effective not less than thirty (30) days after the day transmitted or mailed. Fitzsimons Federal Credit Union shall not be bound by any modification of this Policy unless Fitzsimons expressly agrees to the modification in writing. Member shall have the right to terminate the Policy prior to the effective date of the amendment. By choosing to continue using the Service, Member will accept the amendments.

### **System Requirements**

Any mobile device driven by Android, Apple, or other systems as they may come available.

### **Member Responsibilities**

To access account(s) with Fitzsimons, Member must have an eligible account in good standing with Fitzsimons, and have an established high speed Internet email address. When using the Service, Member shall provide, at Member's sole cost and expense, all Access Systems and Member shall be solely responsible for installing, maintaining, securing and supporting all such Access Systems. The Member is responsible for providing a valid Internet email address. The credit union is not responsible for any error or failures from any malfunction of any Access Systems, and the Fitzsimons is not responsible for any computer virus or related problems that may be associated with the access to or use of the Service. The credit union does not guarantee that the Service will be compatible with all computer systems and Internet browsers, routers or firewalls. Further, Fitzsimons does not and cannot control the flow of data to or from credit union's network, its service provider's networks or other portions of the Internet. Accordingly, Fitzsimons cannot guarantee that Member's connection to the Internet will not be impaired or disrupted and Fitzsimons hereby disclaims any and all liability resulting from or related to such events.

### **Withdrawal of Access/Suspension of Service**

The credit union reserves the right to deny, suspend or revoke access to the Service immediately, in whole or in part, in its sole discretion, without notice if Fitzsimons believes Member is in breach of this

Policy or otherwise using or accessing the Service inconsistent with the terms and conditions hereof. Further, Fitzsimons or its vendor shall have the right to suspend the Service immediately in the event of an emergency.

#### **Handling of Transmitted Items**

Member shall be responsible for safekeeping and destruction of original items which are scanned, transmitted electronically and deposited using the Service and indemnifies and holds the credit union harmless from any liability with respect to (1) the safekeeping, use or destruction of the original items after they are scanned, transmitted and deposited electronically using the Service, or (2) for any Items being submitted for deposit or presented for payment more than once. There are no laws or regulations that state how long original items should be retained prior to destruction; therefore, retention timeframes are set at the Member's discretion.

#### **Account Statement Examination**

Unless Member notifies Fitzsimons of any errors to deposits made through the Service within 60 days after the applicable account statement is mailed or otherwise provided to Member, such statement regarding all deposits made through the Service shall be deemed to be correct.

#### **Processing of Items**

Images of items transmitted by Member are not considered received by Fitzsimons until Member has received an electronic confirmation of the receipt of the deposit from Fitzsimons. However, receipt of the confirmation from credit union does not mean that the transmission was error free or complete. Items transmitted by the Member and received by Fitzsimons or its vendors by 3:00 p.m. Mountain Standard Time (MST) on any business day, shall be credited to the Member's applicable account on the next Business Day. Items received by credit union after 3:00 p.m. Mountain Time on any Business Day shall be credited to the Member's applicable account on the next successive Business Day.

#### **Funds Availability**

Any crediting of the Member's account for items deposited via this Service is provisional, subject to verification and final settlement. Since items are deposited via a remote location using this Service, availability of funds are not subject to Regulation CC and funds may be held per Fitzsimons' discretion. Any dishonored items will be returned as an image of the original or a substitute check as the charged-back item. Any dishonored item is subject to a fee according to the credit union fee schedule at the time of the return. Refer to Funds Availability Disclosure.

## **Internet Banking Agreement and Disclosure**

This Agreement governs the use of the Fitzsimons Federal Credit Union Internet Banking Service, jointly referred to as the "Service," provided by Fitzsimons Federal Credit Union, also referred to as "Fitzsimons." By using the Service to conduct transactions, you agree to the terms of this Agreement.

### **Definitions**

As used in this Agreement, "account" and "accounts" mean the Fitzsimons account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with Fitzsimons. "You," "your," and "yours" mean collectively, all person(s) using the Service. "We," "our," "us," and "Credit Union" refer to Fitzsimons Federal Credit Union.

### **Deposit and Credit Agreements**

The terms and conditions in this Agreement shall have priority and take precedence over any existing terms and conditions in existing account and loan agreements you have with us in the event of a conflict.

### **Required Equipment**

In order to use the Internet Banking Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser (either Netscape Navigator 4.0 or higher, Microsoft Internet Explorer 4.0 or higher), a member number, and Internet Banking PIN. The PIN is the confidential personal identification number you use to access your account(s) through Internet Banking. You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. Fitzsimons is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. Fitzsimons is also not responsible for any Computer virus or related problems that may be associated with the use of an online system.

### **The Service**

To use Internet Banking, you must have at least one Fitzsimons personal share account and an Internet Banking password. Through Internet Banking, you will have access to any of your Fitzsimons share accounts or loan accounts. Fitzsimons reserves the right to deny access to any deposit account or loan account, or to deny transactions under certain circumstances in the sole and absolute discretion of the Credit Union.

### **Description of Internet Banking**

The Service allows you to perform some or all of the following functions from your Computer: Online Account Access Functions and Limitations of Transfers

You may use Internet Banking to (a) transfer funds between your accounts; (b) obtain account balances; (c) obtain history and transaction information on your accounts; and (d) obtain loan account balance information. These features are limited to the extent, and subject to the terms, noted below.

1. Your ability to transfer funds between certain accounts is limited by federal law and the Account Agreement. You should refer to the Account Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Internet Banking Service are counted against the permissible number of transfers described in the Account Agreement.
2. There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in this Agreement, all Internet Banking transaction instructions received by 5:30 p.m. PST will normally be completed that business day. Any instruction received after 5:30 p.m. PST will be completed the next business day.
3. Transactional information for your accounts will be available from Internet Banking for a maximum of three statement cycles from the date of inquiry.

### **Personal Identification Number and Security**

Your Internet Banking User ID and password is required to access Fitzsimons Internet Banking functions. You agree not to give or make your information available to any unauthorized individual. If you believe your User ID and password have been lost or stolen, someone has attempted to use the Internet Banking

Service without your consent, your deposit account(s) or loan account( s) have been accessed, or someone has transferred money or performed transactions without your permission, you must notify Fitzsimons immediately (see Contact Information below). If you lose or forget your User ID and password, contact Fitzsimons immediately so that we may reset your User ID and/or password.

### **Your Liability for Unauthorized Transfer**

Tell us AT ONCE if you believe your account information and/or password have been lost or stolen. Telephoning is the best way of reducing your possible losses. In the event that you fail to provide immediate notification to the Credit Union, you could lose all the money in your accounts (plus your maximum overdraft line of credit and open-end credit). If you believe your account information and/or password has been lost or stolen, and you notify us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your account information and/or password without your permission. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your account information and/or password, and we can prove we could have stopped someone from using your account/and or password without your permission if you had told us promptly, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, you agree to notify us at once. If you do not notify us within sixty (60) calendar days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) calendar days, if we can show that we could have stopped someone from taking the money if you had provided us timely notification.

### **Errors and Questions**

Telephone us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include at least the following information:

- a. Your name and account number,
- b. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information,
- c. The dollar amount of the suspected error, and
- d. The date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will generally tell you the results of our investigation within ten (10) business days of our receipt of your complaint or question (20 business days if the transaction involved an account opened within the past 30 days). If we need more time, however, we may take up to forty-five (45) days. 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 that we used in our investigation.

### **Data Recording**

When you access Internet Banking to conduct transactions, the information you enter may be recorded. By using Internet Banking, you consent to such recording.

### **No Signature Required**

When using Internet Banking to conduct transactions, you agree that Fitzsimons may debit your account to complete the transactions, or honor debits you have not signed.

### **Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your account or transfers you made:

- a. When it is necessary to complete the transfers;
- b. In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;
- c. In order to comply with a government agency or court orders;
- d. If you give us written permission; or
- e. As otherwise provided or required by law.

**Charges**

You will not be charged for the "view accounts", or "transfer funds" features of Fitzsimons Internet Banking. NOTE: Your accounts and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Deposit Agreement, Loan Agreement, and our Fee Schedules.

**Alterations and Amendments**

The terms of this Agreement, applicable fees, and service charges may be altered or amended by Fitzsimons from time to time. In such event, Fitzsimons shall send notice to you either at your address as it appears on Fitzsimons records or by online notice through Internet Banking. Any continuation of Internet Banking after Fitzsimons sends you a notice of change will constitute your agreement to such change(s). Further, Fitzsimons may, from time to time, revise or update the Fitzsimons internet banking programs, services, and/or related material(s) rendering such prior versions obsolete. Consequently, Fitzsimons reserves the right to terminate this Agreement as to all such prior versions of the Fitzsimons internet banking programs, services, and/or related material(s) and limit access to more recent versions and updates of such internet banking programs, services, and/or related material(s).

**Address Changes**

You agree to promptly notify Fitzsimons, in writing, of any address change.

**Termination or Discontinuation**

The use of the Internet Banking Service does not require enrollment on your behalf; therefore, termination of the Internet Banking Service by you is done by not accessing or using the Service. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

**Payee Limitation**

Fitzsimons reserves the right to impose a frequency or dollar limit on your use of the Service, or refuse to make any payment you have directed in the sole and absolute discretion of the Credit Union. Fitzsimons is obligated to notify you promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement or by applicable law.

**Disputes**

In the event of a dispute regarding Internet Banking, you and Fitzsimons agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Fitzsimons, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Fitzsimons relating to the subject matter of this Agreement. If there is a conflict between what one of Fitzsimons employees says and the terms of this Agreement, the terms of this Agreement shall govern.

**Assignment**

You may not assign this Agreement to any other party. Fitzsimons may assign this Agreement to any present or future, directly or indirectly, affiliated company. Fitzsimons may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**No Waiver**

Fitzsimons shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Fitzsimons. No delay or omission on the part of Fitzsimons in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**Governing Law**

This Agreement shall be governed by the laws of the State of Colorado and by applicable Federal laws and regulations, and any disputes arising under the Agreement shall be resolved in the District Court for Adams County, Colorado. You also specifically agree that in the event a dispute requires court action, you hereby specifically waive all rights to a trial by jury.

**Federal Disclosure**

You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.

**Contact Us**

Fitzsimons Federal Credit Union  
2201 N. Fitzsimons Parkway  
Aurora, CO 80045  
(303) 340-3343  
(800) 933-5839  
[Info@fitzsimonscu.com](mailto:Info@fitzsimonscu.com)



## Mobile Banking Terms & Conditions

Fitzsimons Federal Credit Union offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website.

Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be on-going. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us 1-303-340-3343, or send a text message with the word **"HELP"** to this number: 39872. We can answer any questions you have about the program.

To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says **"STOP"** to this number: 39872. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Fitzsimons Federal Credit Union or any service provider.

**Privacy and User Information** You acknowledge that in connection with your use of Mobile Banking, Fitzsimons Federal Credit Union and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Fitzsimons Federal Credit Union and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Fitzsimons Federal Credit Union and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Restrictions on Use.** You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Fitzsimons Federal Credit Union (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Fitzsimons Federal Credit Union or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g.,

funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Fitzsimons Federal Credit Union, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

**Use of Google Maps:** You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

## **Electronic Statement Disclosure Agreement**

By submitting your request for eStatements electronically using your member number and password, you affirmatively consent and agree to permit Fitzsimons Federal Credit Union (Fitzsimons) to make and provide notices and disclosures to you in electronic form, in lieu of providing such notices and disclosures in paper form. Your consent and agreement relates to the disclosures and notices required under applicable law for the various financial products and services contracted between you and Fitzsimons.

This Agreement shall remain in effect until such time as you exercise your right to revoke your consent. By signing this Agreement you authorize us, at our discretion, to electronically deliver your account statement(s), notices, and disclosures to you. We are required to provide you with such disclosures pursuant to all the applicable consumer protection laws with their implementing regulations, as amended from time to time, including but not limited to:

- Truth in Lending Act
- Truth in Savings Act
- Fair Credit Reporting Act
- Electronic Funds Transfer (EFT) Act
- Expedited Funds Availability Act
- Home Mortgage Disclosure Act
- Real Estate Settlement Procedures Act (RESPA)
- Fair Housing Act
- Equal Credit Opportunity Act
- Consumer Lending Act
- Federal Credit Union Act
- NCUA Rules and Regulations
- Privacy of Consumer Financial Information
- Bank Secrecy Act
- Suspicious Activity Report (SAR) filing
- Electronic Records and Signatures in Commerce (E-Sign Act)
- Advertising

### **Definitions**

As used in this Agreement the words "we," "our," "us," "Fitzsimons," and "Credit Union" mean Fitzsimons Federal Credit Union. "You" and "Your" refer to the account owner(s) authorized by the Credit Union to receive eStatements under this Agreement. "Account" or "accounts" means your accounts at the Credit

Union. "EFT" means electronic funds transfer. "Law(s)" means all applicable Federal laws and their implementing regulations, and the laws of the State of Colorado pertaining to consumer protection, e-commerce and compliance requirements. "Business days" mean Monday through Friday, excluding holidays.

Fitzsimons Federal Credit Union's regulator is the National Credit Union Administration (NCUA):  
NCUA Office of Consumer Protection  
1775 Duke Street  
Alexandria, VA 22314  
Telephone: 703-518-1140  
FAX: 703-518-6672

As new laws may be enacted or amended in the future to provide electronic delivery of account statements and notices, this Agreement authorizes us, at our discretion to provide electronic delivery of such statements, notices, and disclosures pursuant to these laws after they become effective. By entering into this Agreement electronically, as pertains to the E-Sign Act, you are signing and accepting all the terms and conditions contained herein; and demonstrate that you can access the information in the electronic format being used by Fitzsimons. Please read it carefully.

#### **Other Accounts**

The terms and conditions of the account agreements and disclosures for each of your Fitzsimons accounts, as well as all previous agreements with Fitzsimons (i.e., loans, etc) shall continue to apply, notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to all applicable consumer protection laws and those laws governing financial institutions. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement.

This Agreement is binding upon your heirs and Fitzsimons' successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

#### **eStatement Service**

By accepting the terms of this Agreement, you hereby authorize Fitzsimons to provide periodic account statements and disclosures to you electronically in place of paper sent via United States mail, to your current address of record. Your authorization means that we can provide you with periodic statements of your account electronically. All electronic statements shall be in full compliance with all applicable laws and regulations.

Upon receipt of your consent, we will provide periodic statements to you on a monthly or quarterly basis, as applicable, to an e-mail address that you have provided to us. E-mail will be sent to you when your statement is available. You will be required to use a password to view the electronic statement. It is your sole responsibility to protect your password from unauthorized persons. You understand and agree that it is your responsibility to ensure that the electronic statements cannot be intercepted or viewed by others. You can request a printed copy of your statement from Fitzsimons at any time by calling or visiting one of our branch locations. Applicable fees as outlined in the Rate and Fee Schedule, may be charged for this request.

Your consent to receive electronic periodic statements shall remain in effect until revoked by you or the Credit Union. If you elect to revoke your consent to receive electronic statements you must notify us in writing to our Member Services Department at 2201 N. Fitzsimons Parkway, Aurora, CO 80045. You understand and agree that you must furnish us with any changes in your e-mail address. If your electronic mail is returned undeliverable a paper copy of your statement will be mailed to you via US mail to your address of record within five (5) business days.

#### **Security of Access Code – Consumer Liability**

You agree not to disclose or otherwise make your member number and/or password available to anyone not authorized to sign on to your accounts. If you authorize in writing anyone else to use your password, that authority shall continue until you specifically revoke it by notifying the Credit Union. If you fail to maintain the security of your member number and password and Fitzsimons suffers a loss, we may terminate your Fitzsimons eStatement and account services immediately.

The Credit Union will not for any reason ask for your logon password. If anyone contacts you and requests this information, contact us immediately.

#### **Your eStatement**

Your eStatement will be available for viewing the date of your e-mail notification. You agree to promptly access/review your eStatement and any accompanying items and notify us in writing within the applicable time period specified in the "EFT Error Resolution" section of this Agreement.

#### **Change in Terms**

We reserve the right to change the terms of this Agreement at any time. As required by law, if the change would result in increased fees for any Credit Union service, or increased liability for you, we agree to give you 30 days' notice before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by e-mail or by postal mail. If advance notice of the change is not required and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective.

If there is more than one owner on the account, notice to any one account owner will be effective for all. We reserve the right to waive, reduce or reverse charges or fees in individual situations.

You acknowledge and agree that the applicable share account agreements and disclosures govern changes to fees applicable to specific accounts.

#### **Disclaimer of Warranty and Limitation of Liability**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatement provided to you under this Agreement. We do not and cannot warrant that eStatement will operate without error, or that eStatements will be available at all times. Except as specifically provided in this Agreement or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement; or by reason of your use of eStatement, including loss of profits, revenue, data, or use by you or any third party, whether in an action in contract or tort or based on a warranty or

any other legal theory. Further, in no event shall the liability of Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through eStatement.

### **Your Right to Terminate**

You may cancel your eStatement service at any time, by writing:

Fitzsimons Federal Credit Union  
2201 N. Fitzsimons Parkway  
Aurora, CO 80045  
Attn: eStatement Member Services

Termination of service will be effective the first business day following the receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

### **Credit Union's Right to Terminate**

You agree that we can terminate eStatement, and revert to printed mailed paper form statements for any reason at any time.

### **Equipment Requirement**

You agree that it is your responsibility to have the proper equipment necessary to access your eStatement. To access your eStatement you will need a personal computer and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of any software and your computer. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or your computer.

### **Virus Protection**

We are not responsible for any electronic virus or virus that you may encounter. The Credit Union suggests that you routinely scan your PC using a reliable virus protection software product to detect and remove any viruses found. An undetected or un-repaired virus may corrupt and/or destroy your programs, files and even your hardware.

### **Types of Transactions**

At the present time, you may use Fitzsimons eStatement service to:

Request to sign up for eStatement Service.

View current monthly and/or previous month's statement online.

Download your current monthly and/or previous month's statement online.

Print current monthly and/or previous month's statement online.

Request changes to the personal information data used to deliver and customize the e-mail delivery and online viewing of your eStatement.

### **Service Limitations**

The following limitations on Fitzsimons eStatement transactions may apply in using the services listed above:

Account Information - In most cases eStatements will be available from the Fitzsimons Online Banking site for twelve (12) months from the date of the statement.

### **Consent to Electronic Delivery of Notices**

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 EFT disclosures, may be made electronically via e-mail notice,

## **Terms and Conditions of the Bill Payment Service**

### **SERVICE DEFINITIONS**

"Service" means the bill payment service offered by Fitzsimons Federal Credit Union, through CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc.

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Disclosures" means terms, conditions, and other information required to be communicated to you by law. Fitzsimons Federal Credit Union and the Service will provide your Bill Pay Terms and Conditions Agreement electronically. This Agreement will remain available online for you to print. Fitzsimons Federal Credit Union will provide notices of changes to the Agreement and other related disclosures, if required by law, electronically through the Services e-messaging system or mail to your address of record.

### **PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

### **THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

## **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- b. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- c. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- d. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **AUTHORIZED USER**

If you want to designate an Authorized User on your Account Access service, you must contact Bill Pay Customer Care via telephone at 1-877-238-7277. Your Authorized User will have the ability to enroll, pay, add, change or delete Billers, and schedule or stop payments. You and Your Authorized User(s) are equally responsible for adhering to all items in the Bill Payment Service Terms and Conditions.

## **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

## **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

## **PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

## **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.



Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

### **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **PASSWORD AND SECURITY**

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 payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 1-877-238-7277 during customer service hours. Wording for Sponsors with e-mail contact only: you must notify the Service at once by using the application's e-messaging feature.

### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

- a. Telephone us at 844-816-9502 during customer service hours;
- b. Contact us by using the application's e-messaging feature; and/or,
- c. Write us at:

Fitzsimons Federal Credit Union  
2201 N Fitzsimons Pkwy  
Aurora, Colorado 80045

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- a. Tell us your name and Service account number;
- b. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- c. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to

confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

#### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional services;
- c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- d. To a consumer reporting agency for research purposes only;
- e. In order to comply with a governmental agency or court orders; or,
- f. If you give us your written permission.

#### **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

#### **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

- a. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
- b. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- c. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
- d. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
- e. The Service is authorized to report the facts concerning the return to any credit reporting agency.

#### **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

## **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

- a. Telephone us at 844-816-9502 during customer service hours; and/or
- b. Write us at:  
Fitzsimons Federal Credit Union  
2201 N Fitzsimons Pkwy  
Aurora, Colorado 80045

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **BILLER LIMITATION**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

## **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. (This text may be removed for Clients who do not offer this functionality.) Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

## **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

**ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

## Terms Of Use (For Popmoney<sup>SM</sup> Personal Payments Service)

Last Updated August 26, 2012

- 1. Introduction.** This Terms of Use document (hereinafter "Agreement") is a contract between you and Fitzsimons Federal Credit Union (hereinafter "we" or "us") in connection with the Popmoney® Personal Payments Service (the "Popmoney Service" or "Service") offered through our online banking site or mobile applications (the "Site") (the "Service"). This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.
- 2. Description of Service.** The Popmoney Service enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars (or in gift card value, if applicable). Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through [www.popmoney.com](http://www.popmoney.com) (the "Popmoney Website") and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.
- 3. Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Popmoney Service and we are solely responsible to you and any Sender, Receiver and Requestor to the extent any liability attaches in connection with the Popmoney Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" section at the bottom of this Agreement.
- 4. Amendments.** We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Services more recent revisions, updates, upgrades or enhancements.
- 5. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to Receivers to whom you send payments).
- 6. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

7. **Notices to Us Regarding the Service.** Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to:

Fitzsimons Federal Credit Union  
2201 N Fitzsimons Pkwy  
Aurora, Colorado 80045

We may also be reached at 1-877-238-7277 for questions and other purposes concerning the Service, but such telephone calls will not constitute legal notices under this Agreement.

8. **Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in section 7 above. We reserve the right to charge you a reasonable fee not to exceed twenty (20) dollars to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.
9. **Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us at that number and/or e-mails from us for our everyday business purposes (including identify verification). You further consent to receiving text messages from us at that number, and/or e-mails from us for marketing purposes. Please review our Privacy Policy for more information.
10. **Receipts and Transaction History.** You may view your Popmoney transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts or periodic statements by mail.
11. **Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.
12. **Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.
13. **Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
14. **Prohibited Payments.** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:
- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
  - b. Payments that violate any law, statute, ordinance or regulation; and
  - c. Payments that violate the Acceptable Use terms in section 15 below; and
  - d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted,

hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and

- i. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- ii. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services; and
- iii. Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in section 7 above of any violations of this section or the Agreement generally.

15. **Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in section 7 above of any violations of this section or the Agreement generally.

16. **Payment Authorization and Payment Remittance.**

- a. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

- b. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- c. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers and that we have no responsibility to investigate discrepancies between account names and account numbers.
- d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
  - i. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
  - ii. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
  - iii. The payment is refused as described in Section 20 below;
  - iv. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
  - v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

**17. Initiation of Payment Instructions.** You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the Payment



Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account), or receipt of a gift card, if applicable, may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information, or, in the case of a gift card, if applicable, a valid U.S. street address for gift cards that are physically delivered. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account or the delivery of a gift card, if applicable.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) business days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of section 20, below.

18. **Receiving Payments.** If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website. Or, as applicable, if another person wants to send you a gift card using the Service, he or she can do that from an Eligible Transaction Account at a financial institution that participates in the Service and makes available the purchase of gift cards through the Service.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive gift cards or Popmoney Requests, each as applicable, from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requestor initiate a Popmoney Request using the Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be

deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

19. **Payment Methods and Amounts.** There are limits on the amount of money or gift card value you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.
20. **Payment Cancellation, Stop Payment Requests and Refused Payments.** Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. The charge for each stop payment or fund recovery request will be the current charge for such stop payment or funds recovery service as set out in the applicable fee schedule or as disclosed through the Site. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.
21. **Your Liability For Unauthorized Transfers.** Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in section 7, above. You acknowledge and agree that time is of the essence such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.
22. **Mobile Phone Users.** Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service,

you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.

23. **Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
24. **Service Fees and Additional Charges.** You understand and agree that you are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. **YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT**, except for those fees that are specifically use-based, such as Request Money, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
25. **Failed Or Returned Payment Instructions.** In using the Service, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the Payment Instruction for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:
  - a. You will reimburse us immediately upon demand the amount of the Payment Instruction if we have delivered the payment to the Receiver but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing;
  - b. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
  - c. You may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;
  - d. You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you; and
  - e. We are authorized to report the facts concerning the return to any credit reporting agency.
26. **Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes can be made within the user interface of the Service or by contacting customer care for the Service as set forth in section 7 above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.
27. **Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.
28. **Returned Payments.** In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

29. **Information Authorization.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service as a Sender, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services.
30. **Service Termination, Cancellation, or Suspension.** If you wish to cancel the Service, you may contact us as set forth in section 7 above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination nor suspension shall affect your liability or obligations under this Agreement.
31. **Errors, Questions, and Complaints.**
- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in section 7 above.
  - b. If you think your transaction history is incorrect or you need more information about a transaction listed in the transaction history, we must hear from you no later than sixty (60) days after the transaction in which the problem or error appears is first posted in the transaction history. You must:
    - i. Tell us your name,
    - ii. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
    - iii. Tell us the dollar amount of the suspected error.
  - c. If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.
32. **Intellectual Property.** "Popmoney" is a trademark of CashEdge Inc. or its Affiliates. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our

service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

33. **Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.
34. **Password and Security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in section 7 above. See also section 21 above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.
35. **Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this section 36 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
36. **Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.
37. **Arbitration.** **For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-**

**appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

38. **Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under section 37 above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under section 37 of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.
39. **Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the Service.
40. **Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the Service. In addition, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.
41. **No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
42. **Exclusions of Warranties.** THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE

FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

43. **Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 37 AND 38 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
44. **Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 3, 6-9, 12, 23, 25, 32 and 35-44, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.
45. **Definitions.**
- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Popmoney Services fees will be automatically debited, or to which payments and credits to you will be credited. An Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided by the Sender to the Popmoney Service for a payment to be made to a Receiver (such as, but not limited to, name, mobile telephone number, email address, and bank account and routing number information).
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Popmoney Request" means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.
- h. "Receiver" is a person or business entity that is sent a Payment Instruction through the Service.
- i. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.
- j. "Sender" is a person or business entity that sends a Payment Instruction through the Service.
- k. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.



## Supplemental Terms of Use (for Instant Payments feature of Popmoney® Personal Payments Service)

Last updated October 15, 2013

The following supplemental Terms of Use ("Supplement") applies to the Popmoney Instant Payments feature within the Popmoney Service ("Popmoney Instant Payments"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Popmoney Instant Payments. If Popmoney Instant Payments are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Popmoney Instant Payments, then the terms in this Supplement shall apply.

- Description Of Service.** Popmoney Instant Payments facilitates real-time payments via the use of PIN debit card Payment Networks ("Debit Card Payment Networks") such as Accel™ to deliver funds immediately. For Popmoney Instant Payments, we will use a Debit Card Payment Network or other Payment Network designed to transfer funds on the same day or sooner, if practicable, to debit or credit funds to the Eligible Transaction Account of the Receiver, as applicable. Popmoney Instant Payments is only available for Payment Instructions submitted by a Sender to a Receiver (and not via a Popmoney Request). Not all Payment Networks participate in Popmoney Instant Payments. Popmoney Instant Payments are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.
- Payment Authorization and Payment Remittance.** We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks. Notwithstanding anything to the contrary in the Agreement, Popmoney Instant Payments settlements are final except as set forth in the applicable Payment Network rules and recovery may not be possible; however, if applicable Payment Network rules allow for reversal of funds, we will attempt to recover such funds from the Receiver's Eligible Transaction Account. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Popmoney Instant Payments. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications. We will choose the Payment Networks in which we will participate in our sole discretion.
- Initiation of Payment Instructions.** For Popmoney Instant Payments, you can initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately using (i) the Receiver's email address or mobile number, and the Popmoney Service will validate the Popmoney Instant Payments eligibility of the Receiver prior to transferring the funds; or (ii) the Receiver's debit card information, and the funds will be deposited into the Receiver's checking or savings account affiliated with the debit card.
- Payment Cancellation, Stop Payment Requests and Refused Payments.** Popmoney Instant Payments Payment Instructions may not be cancelled as the Payment Instructions will be processed immediately.

## **Account to Account (A2A) Transfers Additional Terms**

### **Description of Service, Authorization and Processing.**

1. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
2. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
3. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  - a. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  - b. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  - c. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
  - d. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  - e. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
4. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**Transfer Methods and Amounts.** Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

**Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible

Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact customer service for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**Refused Transfers.** We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

**Returned Transfers.** In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

#### **Definitions**

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

## Privacy Policy

Reasons we can share your personal information?	Does Fitzsimons Federal Credit Union share this?	Can you limit this sharing?
For joint marketing with other financial companies	YES	NO
For our nonaffiliates to market to you	NO	We don't share

### What we do:

How does Fitzsimons Federal Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• open an account or use your credit or debit card</li> <li>• show your government-issued ID or apply for financing</li> <li>• give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Definitions</b>	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Our affiliates include nonfinancial companies, such as Centennial Lending, LLC, CUILA, LLC (dba CU Direct Connect LLC).</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Fitzsimons Federal Credit Union does not share with our nonaffiliates so they can market to you.</li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ Our joint marketing partners include advertising/marketing agencies, loan recapture programs, financial advisors, auto brokers and insurance companies.</li> </ul>

## Bill Presentment, Bill Pay, Popmoney<sup>SM</sup> Personal Payments Services – Privacy Policy

Last updated March 19, 2014

1. **Introduction.** The following privacy disclosures are provided by Fitzsimons Federal Credit Union (hereinafter "we" or "us") in connection with the Bill Payment, Bill Presentment and Popmoney<sup>SM</sup> Personal Payments Services (the "Services") offered through our online banking site (the "Site"), and describe the types of "Personal Information" (information that is identifiable to a particular person) that we (directly or through our service providers) collect in connection with the Services, and how we use, share and protect that Personal Information. These disclosures supplement the disclosures that you have already been provided in connection with our Site and the other services offered through the Site. Some of this information is required by U.S. federal law or other law.
2. **Eligibility.** The Site and the Services are offered only to individual residents of the United States and its permitted territories who can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and Services are not offered to minors. We do not knowingly offer the Services to nor collect any Personal Information from or about individuals under 18 years of age. Please do not submit such information to us, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. Other restrictions and eligibility requirements for certain Services may apply as described in the Terms of Service or other disclosures on the Site. By using the Site and/or the Services, you represent that you meet these requirements and that you agree to the terms of this Privacy Policy.
3. **Scope.** This Privacy Policy applies only to the Services as offered on this Site. For more details on what your rights and obligations are when using the Services, please also refer to the Terms of Service and other notices and disclosures regarding the Services.
4. **Cookies, Browser Information and Related Issues.**
  - a. When you use the Services, we may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other such information. This data may be used, among other uses, to improve the operation of the Services and to improve the security of the Services by assisting in "authenticating" who you are when you access the Services, particularly if you register for a Service and are issued or create a username and password.
  - b. We may also receive additional information about your visit to the portion of the Site that hosts the Services, including the pages you view, the links you click and other actions you take. This data may be used among other uses to improve the operation of the Services and the portion of the Site that hosts the Services.
  - c. Like most websites, the portion of the Site that hosts the Services uses "cookies," which are small text files placed on your computer by the web server when you visit. Most such cookies are "session" cookies that are only used for a specific period during which you are using the Services, but a few are "persistent" cookies that stay on your hard drive and are read by the web server when you return (unless you delete them). The portion of the Site that hosts the Services uses cookies to store your preferences and other information on your computer in order to recognize the computer through which you accessed the Site for security purposes, to save you time by eliminating the need to repeatedly enter the same information, and to display your personalized content on your later visits. These cookies are linked to Personal Information about you, such as your email address. Cookies cannot and will not be used to deliver or run programs on your computer. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in (or you may need to take additional steps to sign in) or you may not be able to use other interactive features of the Services that depend on cookies.
  - d. **Tracking:** With respect to personally identifiable information about an individual consumer's online activities over time and across different Web sites or online services when a consumer uses the portion of this Site that hosts the Services, except as required

by law: (1) parties other than the operator of this Site are not permitted to collect such information, and (2) the operator of this Site does not collect such information (except any such information that is reasonably necessary to process and document user transactions, such as payment history). Therefore, the portion of this Site that hosts the Services has no need to respond and does not respond to Web browser "do not track" signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of such information.

5. **What Types of Personal Information We May Collect.** In addition to the types of information described in section 4 above, we may also collect Personal Information about you. This information may include:

- a. Social Security number, date of birth, name, postal address, email address, telephone number, and other information that we can use to contact you, verify your identity, and manage risks, such as information maintained about you by identity verification services and consumer reporting agencies, including credit bureaus;
- b. names of billers for bills that you would like to view and/or pay online, contact information for those billers, and billing account information, including billing account numbers;
- c. name, email address and telephone number that you provide us for other persons to whom you would like to send payments;
- d. account information for accounts that you designate for funding or receiving payments, fees, debits and credits for the Services (potentially including account numbers, account balances, billing addresses, and payment card expiration dates and security codes);
- e. username, password, secret questions and secret answers for resetting passwords, and other authentication credentialing used to verify that only authorized users access the Services; and
- f. payment and other transaction information, and history for payments and other transactions in which you participate through the Services; and
- g. Any other Personal Information that you may enter while using the Services.

6. **How We May Collect Personal Information About You.** We may collect Personal Information about you from the following sources:

- a. Enrollment applications, survey responses, and other electronic or paper forms that you fill out in connection with the Services;
- b. Your use of the Services (such as when you send a payment), and your interactions with customer service, including information you enter or speak, and information transmitted by your computer, cell phones and other devices you use to connect to the Services; and
- c. We also collect Personal Information about you from others, as permitted by law, such as individuals who send you payments, credit bureaus, Affiliates or other companies (such as identity verification services and consumer reporting agencies, and companies (such as your billers) that provide content (such as electronic bills) to the Services).

7. **How We May Share Personal Information About You.** We share Personal Information about you only as permitted by law. For Personal Information that is nonpublic and that we collect in connection with a financial service, U.S. federal law permits us to share the information only:

- a. for our everyday business purposes - such as to process your transactions, maintain your accounts, respond to court orders and legal investigations, and report to credit bureaus;
- b. for our marketing purposes - to offer our products and services to you;
- c. for Joint Marketing with other financial companies;
- d. for our Affiliates' everyday business purposes (information about your transactions and experiences);
- e. for our Affiliates' everyday business purposes (information about your creditworthiness);
- f. for our Affiliates to market to you; and
- g. for Nonaffiliates to market to you.

Before we can lawfully share such Personal Information as described in (e), (f) or (g), we would be required to offer you an opportunity to opt out, and we will do so if we ever intend to do that. For California residents, and for residents of any other states where it is required, we will obtain your consent prior to sharing Personal Information as described in (g) unless

otherwise required or permitted by law. We may lawfully share such Personal Information as described in (a), (b), (c) and (d) without offering an opt-out, and we may do so. For example, to process your payments (an "everyday business purpose" for the Popmoney<sup>SM</sup> Personal Payments Service), we need to share Personal Information about you with the person that you are paying or that is paying you, such as your name, the payment amount, and the email address or mobile phone number from which you initiated the payment, but we will do so responsibly and will not share the payment sender's financial account information with the payment receiver or vice versa.

8. **How We May Use Personal Information About You.** We may use Personal Information about you only as permitted by law, including but not limited to the following purposes:
  - a. To complete transactions and render services authorized by you;
  - b. Other everyday business purposes of ourselves and our Affiliates, such as to maintain your accounts, to authenticate you when you log in, to send you information about the Services that you have subscribed to and other Services offered on the Site, to effect, administer and enforce transactions, to perform fraud screening, to verify your identity, to determine your credit history, to verify the information contained in your account, to report to credit bureaus (including furnishing delinquent account information), to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce our Terms of Service, to protect our rights and property, and to customize, measure, and improve the Services and the content and layout of the Site (including pattern recognition and modeling, system analysis, and service performance analysis); and
  - c. for marketing purposes - to offer products and services to you, and Joint Marketing with other financial companies.
  
9. **Definitions.**
  - a. Affiliates: Companies related by common ownership or control. They can be financial or nonfinancial companies.
  - b. Nonaffiliates: Companies not related by common ownership or control. They can be financial or nonfinancial companies.
  - c. Joint Marketing: A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
  
10. **Other Important Information.**
  - a. Vermont: Under Vermont law, we will not share information we collect about Vermont residents with companies outside of our Affiliates, unless the law allows. We will not share information about your creditworthiness with our Affiliates except with your consent, but we may share information about our transactions or experiences with you with our Affiliates without your consent.
  - b. California: Under California law, we will not share information we collect about you with Nonaffiliates, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our Affiliates to the extent required by California law.
  
11. **Access to Information About You.** You may review and update the Personal Information maintained about you in the Fitzsimons Federal Credit Union section of the Site at any time to ensure that it is accurate and up-to-date.
  
12. **How We Protect Personal Information About You.** To protect Personal Information about you from unauthorized access and use, we maintain physical, electronic, and procedural safeguards, including but not limited to security measures that comply with applicable federal law. We also require our service providers and business partners to whom we disclose the information to do the same.

13. **Protection for Former Customers.** When you are no longer our customer or using the Services, we continue to protect, use, and share Personal Information about you as described in this notice and as required by law, including but not limited to for risk management, regulatory compliance, and audit purposes.
14. **Amendments.** We may amend this Policy at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted unless a delayed effective date is expressly stated therein. You may (in our discretion) also be provided with an email notification of such amendments. You may (in our discretion) be required to affirmatively acknowledge or accept the revised Privacy Policy in order to continue using the Services. Any use of the Services after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.
15. **Contacting Us.** If you have any questions about this Privacy Policy, you may contact us as shown below:  
In writing: CheckFree Services Corporation  
ATTN: Privacy Management  
4411 East Jones Bridge Road  
Norcross, GA 30092  
Email: [privacy@customercenter.net](mailto:privacy@customercenter.net)  
Telephone number: 1-877-238-7277



## Worry Free Overdraft Courtesy

### OVERDRAFT COURTESY DISCLOSURE AND POLICY

To our Valued Credit Union Members:

Fitzsimons Federal Credit Union (Fitzsimons) offers a checking account overdraft courtesy program called Worry Free to members in good standing. This is a valuable benefit that may allow members with personal checking accounts who do not have traditional overdraft protection sources to avoid the embarrassment, inconvenience and subsequent fees associated with occasional returned checks or other transactions.

It is Fitzsimons Federal Credit Union's policy to comply with all applicable laws and regulations, and to conduct business in a SAFE and SOUND manner.

Worry Free may provide members in good standing who affirmatively opt in to the service the ability to occasionally overdraw their personal or business checking account.

Fitzsimons is not obligated to pay any item presented for payment if the account does not contain sufficient collected funds, and it may be a crime to write a check or conduct a transaction that you know will not be paid. However, if the personal checking accountholder maintains the account in good standing, we may at our sole discretion pay personal checking account overdrafts in the order they are presented to us as a non-contractual courtesy through our Worry Free service.

Good standing is defined as:

- a. Deposits are sufficient to cover transactions;
- b. Deposits are made regularly and the account is active;
- c. The account is brought to a positive balance for at least twenty-four (24) business hours at least once every thirty days or less;
- d. No loan can be greater than 30 days delinquent;
- e. There are no outstanding legal attachments (e.g. levy, garnishment) to the checking account;
- f. The checking accountholder is 18 years or older;
- g. The checking accountholder does not have Worry Free on any other accounts;
- h. A Worry Free Repayment Plan is not outstanding on any account, or a Repayment Plan has been paid in full for at least sixty (60) days; and
- i. The member maintains current contact information (mailing address, telephone; number, email address) with the credit union.

Insufficient checking account balances may result from:

- a. Share Draft (check) payments or electronic funds transfer (such as ATM, debit card, or telephone or online transfers),
- b. Payments pre-authorized by accountholder;
- c. Items deposited by the checking accountholder that are returned unpaid;
- d. Imposition of Fitzsimons Federal Credit Union service charges; and/or
- e. Deposit of items which according to the Fitzsimons' Funds Availability Policy, are treated as not yet "available" or uncollected.

**Opt-in or Opt-out: If you desire to have overdraft courtesy cover ATM and debit card transactions, *you must affirmatively opt-in*. You may opt-out at any time by contacting us via phone, fax, e-mail, or in person at any branch.**

This non-contractual courtesy of paying overdrafts is not a loan. Except for your affirmative opt-in for us to cover ATM and debit card transactions, no additional agreements need to be signed, and it costs nothing unless the privilege is used – by initiating transactions for more than is on deposit in the checking account. If the account remains in good standing and you have need for this "courtesy," we may, at our sole discretion, pay the checks, VISA Debit Card purchases, ATM withdrawals, and authorized electronic transfers up to the limit.

**Maximum Overdraft Limit:** The maximum total overdraft limit is \$1000. This limit includes any applicable fees.

**Account Fees:** Whether we pay or return a Non-Sufficient Funds item, a per-item fee of \$30.00 will be charged to you as set forth in the current fee schedule. We will charge the account the current overdraft

fee Charge for each item that overdraws the account. Multiple per item fees will be charged depending on the number of checks or debits presented on any one day.

Notice: We will send you a notice each time an overdraft occurs. That notice will tell you the date and the type of the transaction, the overdraft amount, fees charges, the dollar amount necessary to return the account to a positive balance, the time required to bring the account to a positive balance, and the consequences for not returning the account to a positive balance within the required time. We have no obligation to notify you before we pay or return a transaction item.

Periodic Statements: Monthly account statements will include the total dollar amount for all fees or charges imposed on the checking account for paying checks or other items when there are insufficient funds or unavailable funds and the account becomes overdrawn. The statement will show the total for the statement period and the total for the calendar year to date.

Other Sources of Overdraft Protection: Payment of an overdraft through Worry Free Overdraft Courtesy will be made only after all other possible sources of overdraft protection have been used. Other sources of overdraft protection may include savings, money market accounts, personal line of credit, PIC loan (pay day alternative loan) home equity line of credit, and if applicable, other member accounts.

Unless you have applied for, been approved for, and received a contractual overdraft line of credit, we do not have to pay your overdrafts. However, if you do not have an overdraft line of credit or do not want us to overdraw your account under any circumstances, even as a courtesy to clear an item that you have written, you must tell us not to do so and opt out of the service.

Social Security or VA Disability: If your account receives a monthly direct deposit benefits check, such as Social Security or VA Disability, from the United States government and you do not want us to use funds in that account to pay an overdraft, you must tell us and opt out of this service. If you do not tell us by opting out, you consent to allowing us to apply those funds to repay your overdrafts.

Covered transactions: Items that may be covered by Worry Free include share drafts (checks), VISA Debit Card transactions, ATM transactions, and pre-authorized electronic transfers.

We may refuse to pay an overdraft and/or suspend the Worry Free at any time, even though we may have previously paid the overdrafts.

Repayment: The amount of any overdrafts, plus any related fees that the accountholder owes us are due and payable upon demand. We expect that the checking account is back into a positive balance for at least twenty-four (24) hours once every thirty (30) days or less. Worry Free and ATM/debit card are suspended if the checking account balance is not brought positive within thirty (30) days. A negative balance left unpaid will ultimately result in account closure and negative information reported to Chexsystems, which will make it difficult for you to acquire a checking account at a financial institution in the future.

Joint Ownership: If we pay an overdraft on an account with more than one (1) owner on the signature card, each owner, and/or agent where applicable, drawing/presenting the item, thereby creating the overdraft, are jointly and severally liable for such overdrafts plus any applicable fees.

Order of Transactions: Transactions are cleared in the order that they are presented to Fitzsimons.

Limitations: Worry Free Overdraft Courtesy is available only to personal checking accounts (excluding Money Market accounts) for personal and household use. We limit the number of accounts eligible for Worry Free to one account per individual. Additionally, we reserve the right to not approve any overdrafts against any account until we can verify that the account is being maintained in good standing, as defined above.

Fitzsimons employees are not eligible to receive Worry Free, and accountholders who are executive officers or directors of Fitzsimons are not be eligible for the Worry Free Overdraft Courtesy, or certain restrictions may apply due to the requirements of Regulations O: 12 CFR 215: Loans to Executive Officers and Directors.

Excessive Use: Should a member's use of Worry Free Overdraft Courtesy become excessive (6 or more cleared items per month per covered account for three or more consecutive months), the credit union may contact the member to advise the member about other sources of overdraft coverage through the credit union, and may at its discretion suspend use of the Worry Free.

Overdraft Courtesy Disclaimer: Fitzsimons' Worry Free Overdraft Courtesy plan is a non-contractual courtesy and is discretionary. It is not an obligation of Fitzsimons, and the credit union may refuse to provide the overdraft courtesy on any personal checking account at any time and from time to time. The accountholder does not have a contractual right to overdraft courtesy, and overdraft courtesy is not guaranteed by the Worry Free Overdraft Courtesy plan.

## **Unlawful Internet Gambling and Other Illegal Activities**

You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

### **USA PATRIOT ACT - PROCEDURES FOR OPENING A NEW ACCOUNT**

In accordance with Section 326 of the USA PATRIOT ACT and to help the government fight the funding of terrorism and money-laundering activities, Fitzsimons Federal Credit Union is required to take reasonable steps to verify the identity of any potential new account holders, which may include existing members, and maintain records of the documentation used for verification.

At a minimum, Fitzsimons Federal Credit Union is required to obtain the following information prior to account opening:

- Name
- Date of Birth, for individuals
- Place of Residence, and mailing address, if different
- Taxpayer Identification Number (i.e. Social Security Number), for U.S. persons
- One or more of the following for Non-U.S. persons: a U.S. Taxpayer Identification Number; passport number and country of issuance; alien identification card number; or number and country of issuance of any other government-issued document evidencing nationality or residence. This identification must bear a photograph.

This information:

- Verifies member's identity
- Is kept on record to note how identity was verified and how discrepancies in identity verification were resolved
- Is used to check the member's identity against government issued lists of suspected terrorists (individuals or organizations).

What this means to you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. You can learn more about the impact of the USA PATRIOT Act on financial institutions at [www.fincen.gov](http://www.fincen.gov).

**Fitzsimons Branch & Headquarters**

2201 N. Fitzsimons Parkway  
Aurora, Colorado 80045

**Southlands Branch**

6359 South Southlands Parkway  
Aurora, Colorado 80016

303-340-3343  
800-933-5839

[www.FitzsimonsCU.com](http://www.FitzsimonsCU.com)



**Fitzsimons**  
A PARTNERING CREDIT UNION

[www.FitzsimonsCU.com](http://www.FitzsimonsCU.com)

Your savings federally insured to at least \$250,000  
and backed by the full faith and credit of the United States Government

**NCUA**

National Credit Union Administration, a U.S. Government Agency