

Fortress Federal Credit Union

Home Banking Disclosure

Introduction

This page explains the terms and conditions for using our Internet Banking Service Fortress FCU Home Banking and provides certain disclosures and information to you concerning the service. Each of your accounts at the Credit Union is also governed by the applicable account disclosure/agreement and Truth In Savings disclosure you received when you opened your account.

How To Access Your Accounts

To access your accounts through Fortress FCU Home Banking you must have your account number and a valid E-Mail Address. This information is requested when you enter Fortress FCU Home Banking.

The password that is used to gain access to your information should be kept confidential, just as you would keep other Pin number and security codes confidential. For your protection we recommend that you change your Fortress FCU Home Banking password regularly. We recommend that you memorize this password and do not write it down. If you believe that your password may have been compromised, or that someone has transferred or may transfer money between your accounts without your permission, notify the Credit Union at once at 765-668-3313.

You cannot use E-mail to initiate transactions, change information or inquire on your account(s). We will not respond to these types of requests via E-Mail since we cannot be certain we are corresponding with you. Please use the appropriate functions within Fortress FCU Home Banking, call 765-668-3313 or visit the Credit Union for these functions.

Fees

Fortress Federal Credit Union assesses no fees for use of Fortress FCU Home Banking. However, you may incur fees due to your use of this service if it causes your account to be overdrawn. All other fees in your original membership agreement also apply.

Your internet service provider (ISP) probably charges you a fee to access the Internet via its server. Fortress Federal Credit Union has no control over ISP related fees.

Available Services and Limitations

Members may perform the following functions within Fortress FCU Home Banking:

Transfer: You may transfer funds between your Share (savings), Share Draft (checking), and loan sub-accounts.

Account Balances: You may view your balance for each sub-account at the Credit Union. Because the primary Credit Union server is not directly connected to the internet for security purposes, it is possible that some transactions that affect these balances have not yet been included in the balance at the time you view it. In addition, there may be drafts written against your other electronic items such as debit card transactions that have not yet been presented to the Credit Union for payment.

Transaction History: you may view transaction history for every account you hold at the Credit Union. It is possible that some transactions are not yet included in history at the time you view it, even though they may have been processed by the Credit Union. The primary Credit Union server is always the official record of account history. Your account history will be maintained from the first time you log in, and a minimum of five months history will be maintained going forward from that date.

Password Changes: If you are a Fortress FCU Home Banking user you may change your password at any time from within the settings page of Fortress FCU Home Banking. For your protection we recommend that you change your password regularly.

Check Search: You may search for share drafts (checks) that have cleared your account. You may also list clearings by date cleared or by check number. Cleared check history will mirror your transaction history in the amount of history maintained on the system. Additionally, images of the front and back of your cleared checks are generally available by clicking on the number of the check you are interested in. Check images are generally available for up to six months from the date that the check cleared, and are currently offered at no charge.

Additional Services: From time to time we will announce additional services available within Fortress FCU Home Banking. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.

Fortress FCU reserves the right to limit access or cancel on-line access at any time.

Business Days: The Credit Union's business days are Monday Through Saturday. Holidays are not included.

Operating System and Security

Fortress FCU Home Banking is designed to operate using the World Wide Web Technologies and protocols, which are adaptable to a wide range of systems, and SSL encryption, and requires a browser with the ability to use SSL encrypted connections. Some older browsers may not be able to connect to the site without first updating the browser. Our server uses 128-bit domestic encryption and 40-bit international encryption, depending on the user's browser.

We use cookies to help us administer Fortress FCU Home Banking. Some browsers allow you to reject cookies from servers. If cookies are disabled, you must enable at least per session cookies or you will not be able to log in. The cookie we set contains information we need to keep your account secure, and allows us to "time out" your authority to view information. A cookie cannot be used to extract data from your PC. We do not store your Access Code, User ID or Password in your cookie.

The cookie we set will "time out" your access authority to Fortress FCU Home Banking. Until it times out, you can come back to Fortress FCU Home Banking without logging in. After the time period, you will need to log in again. Remember, most browsers will let you use a BACK button to view previously visited documents, even if your viewing authority has expired. For this reason, the only way to keep others from viewing your account balance is to logout from Fortress FCU Home Banking. An idle connection will time out, and automatically log you out.

Time out is currently set for : 5 minutes.

Privacy

Fortress FCU Home Banking is a private system operated for the exclusive use of our Members. We use SSL encryption to ensure the privacy of your information when sending data between our Fortress FCU Home Banking server and your PC.

The server logs all Fortress FCU Home Banking authenticated logins. We use this information for internal review and product evaluations only. We never sell, transfer, or trade this information unless we are compelled to do so by law.

We may gather and store additional information available to us including, but not limited to: Failed login attempts and other activity we consider a threat to our system. In these cases, we will share this information with other companies, agencies, and law enforcement officials as we see fit.

Liability for Unauthorized Transfers

Tell the Credit Union AT ONCE if you believe your password has been compromised. Calling is the best way to notify us immediately. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your password without permission.

If you do NOT tell us within two (2) business days after you learn of the loss or the theft of your password, and we can prove we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking your money if you had told us in time.

If a good reason kept you from telling us, we may extend the time periods.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call, or write to us, Immediately:

Fortress Federal Credit Union
615 N. Western Ave.
Marion, IN 46952
765-668-3313

Our Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement/disclosure with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

-If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.

We shall not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or Fortress FCU Home Banking, nor shall we be responsible for an direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or service, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software, or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchantability.

Errors and Questions

In case of errors or questions about your electronic transfers, telephone us at 765-668-3313 or write us at the above address as soon as you can. We must hear from you no later than sixty (60) days after you learn of the error. You will need to tell us:

- Your name and account number
- Why you believe there is an error and the dollar amount involved
- Approximately when the error took place.

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 tell you the results of our investigation within ten (10) business days and correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint, but you will have the use of the funds in question after the ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 (10) business days, we may not credit your account during the investigation.

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

If you need more information about our error resolution procedures, call us at the telephone number shown above.

Electronic Communications Disclosure

Effective Date: July 1, 2013

Please read this Electronic Communications Disclosure ("eCommunications Disclosure") thoroughly - It contains important information about your legal rights. This eCommunications Disclosure covers all of your accounts, products, and services with Fortress Federal Credit Union ("we", "us", and "our") accessible, either currently or in the future, through Online Banking (whether accessed through a personal computer or mobile device, sometimes referred to as "Mobile Banking"), our websites, or other electronic means. This includes, but is not limited to, the following account, product, and service types: deposit accounts, credit card, loan, brokerage accounts, investment advisory, insurance policies and other services. The words "I", "you" and "your" mean each account holder, product owner and/or service user identified on an account, product or service.

(1) Your Legal Rights

Certain laws and regulations require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this eCommunications Disclosure and obtain your consent to receive the information electronically. Your consent will also apply to any other person named on your account, product or service, subject to applicable law. Since certain of our accounts, products or services are provided online and use electronic means to deliver some of this information, you must consent to this eCommunications Disclosure in order to use these services. At times, we may still send you paper communications, but as a basic proposition we need to know that you are willing to receive communications electronically that we may otherwise be required to provide on paper and that you have the hardware and software needed to access to this information (and note that in Section No. 3 below, we explain ways to obtain selected disclosures or other information on paper even after you have consented to this eCommunications Disclosure).

(2) Types of Electronic Communications You Will Receive

You understand and agree that we may provide to you in electronic format only, by posting the information on the website where you access your accounts, products or services, through e-mail (if applicable and if you have provided a valid e-mail address), or other electronic means, agreements, disclosures, notices, and other information and communications regarding your accounts, services and products, the use of our websites or our other electronic services, your relationship with us, and/or other programs, products or services that are or may be in the future made available to you (collectively, "Communications"). Such Communications may include, but are not limited to:

- This eCommunications Disclosure and any updates;
- The Online Banking Service Agreement, other service or user agreements for access to our websites or other electronic services, all updates to these agreements and all disclosures, notices and other communications regarding transactions you make through websites or our other electronic services;
- Disclosures, agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Investment account disclosures, agreements, statements, trade confirmations, tax reporting statements, shareholder notices, prospectuses, service notices and performance reports regarding accounts, products and services;
- Any notice or disclosure regarding an account, product or service fee, such as a late fee, an overdraft fee, an overlimit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our Privacy Policy and other privacy statements or notices (by posting such notices on our website);
- Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statements; and
- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements.

(3) Setting Your Electronic Communications Preferences

After you consent to this eCommunications Disclosure, you will still be able to set your preferences to receive certain categories of Communications in (1) both electronic and paper format; (2) electronic format only; or (3) paper format only. Setting your Communications preferences may not be available for all products, accounts or services. For more information on the availability of your electronic communications preference management options, please refer to the appropriate electronic communications preference page on the website where you access your Communications. If you decide to receive some Communications in paper and some electronically, the Communications that you receive electronically will be governed by this eCommunications Disclosure.