

First Watch Credit Union
Online Banking and Electronic Services (E-Services) Disclosure

LIABILITY DISCLOSURE: By applying for online banking, you agree to accept responsibility for protecting the integrity of your Password, Security Question and Answer, Challenge Question and Answers, and Image selection as applicable. In order to help prevent unauthorized transactions and/or account access, you also agree to ensure the security of the computer you own and/or use to access online banking. By securing the computer you own and/or use, we specifically mean installing anti-virus software, a firewall and spy ware detection software on your computer and keeping this security software current; or verifying that the above security software has been installed and is current. You also agree that First Watch CU may revoke online banking if unauthorized account access and/or transactions occur as a result of your negligence in safeguarding the Password, Security Question and Answer, Challenge Questions and Answers, and Image selection and for ensuring the security of the computer you own and/or use to access the First Watch CU online banking, as described above.

DISCLOSURES and AGREEMENT: This Agreement governs online banking & E-Statements and related E-Services, provided by First Watch CU. Please read it carefully. In this agreement, the words, “you,” “your,” and “yours” means each and every person who utilizes the services. The words “we,” “our,” and “Credit Union” mean First Watch CU. The primary owner of this account agrees to share any and all disclosures regarding the use of this service with any and all authorized signors who utilize it. The words “The Service” refer only to those electronic and related services listed as follows:

- Online Banking
- E-Statements
- Cleared Check Images

See separate disclosures for: Mobile Banking and Remote Deposit

Account Access: Upon acceptance and approval of your application by the Credit Union for The Service, you may access your account at any time, seven days a week, twenty-four hours a day via the Internet whenever the system is not off-line for routine scheduled maintenance or other issues. Using standard PC telecommunications software or other Internet access, and your own personal identification information, you may obtain account balance and history information, transfer funds to and from any of the sub-accounts existing under your primary account number, and view check images.

Joint Accounts: Once your account is activated, we may act on the verbal, written or electronic instructions of any authorized signor on that account including but not limited to password resets, access record requests, and security question resets.

Transfer TO and FROM other accounts: You may make transfers TO any member of the credit union. You may only transfer FROM accounts where you are authorized to transact.

Check Withdrawal Requests: You may request a check withdrawal from the following sub-accounts: Savings, Checking, and Money-Market. We issue checks payable to the member-owner and we mail check withdrawals to the address listed on our computer system during the next business day after the request.

Access Limitations: The Credit Union reserves the right to limit the amount of online access time per month or per session.

Fees and Service Charges: Currently there are no service charges to use the online banking service. Please refer to the Rate & Fee Schedule for more information. All standard fees (i.e. overdraft, etc.) set forth in your Membership Account agreement applies. We reserve the right to institute charges for First Watch CU account access or transactions in the future, but only after written notification to you at least 30 days in advance.

Your Right to Receive Documentation: All of your Online Banking account activity will appear on your regular account statement as an Online Banking item. The Credit Union will not provide separate documentation of this activity. You may print the confirmation of each transaction from your computer screen or record the transaction confirmation number for your records.

E-STATEMENTS and ELECTRONIC NOTICES

First Watch CU will deliver our communications electronically. This disclosure describes the terms and conditions of the E-Services program for electronic communications. It also describes your rights in the event you wish to Opt Out of receiving electronic disclosures and notices. This service will allow you to view, save to your computer, and/or print the communications at your convenience. Electronic communications are a free service offered to all account holders.

First Watch CU E-Services Program Guidelines

1. You must be enrolled in our online banking service to view your Periodic Statement.
 - a) You will log in to online banking with your appropriate passwords and security information to retrieve your statement.
 - b) Previous periodic statements will also be accessible for a limited period of time (currently 12 months.) It is your responsibility to print and retain your statements for your records. You may request a paper copy of a past statement and you may be charged a fee as stated in our Fee Schedule.
 - c) We attempt to have our E-statement service available 24 x7 (except for maintenance periods), though we accept no liability if the service is not available at any particular time.
2. Monthly, we will send a notification to your email address telling you that your Statement is available for viewing and it will include a direct link to the First Watch CU website online banking page.
3. In the event we are unable to deliver a monthly notification email due to an invalid email address, we will attempt to contact you for an information update and attempt to re-send your E-statement notification. If the second attempt is unsuccessful, a paper Statement will be mailed to your physical address of record. You will be required to provide a corrected email address to stop paper Statements and you may be assessed a Paper Statement fee for each month send a paper copy. See current fee schedule.

E-Services Disclosure and Agreement

This E-Services Disclosure and Consent applies to all communications between the member and First Watch CU that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

Definitions:

“You” and “your” mean the owner and/or joint owner of the account who is/are requesting that the Statements for such account be sent electronically.

“Credit Union”, “we”, “our”, and “us” means First Watch Credit Union.

“Communication” means any document we send to you electronically. See Scope of Communications below for a detail of items that may be included at our discretion.

“Business Days” means Monday – Friday excluding Federal Holidays observed by the Federal Reserve Bank.

1. **Scope of Communications to be provided in electronic form.** You agree that we may provide you with any communications in an electronic format, unless you Opt Out as described below. Electronic communications include, but is not limited to:
 - a) information related to your account or a service you use
 - b) notices, disclosures, periodic account statements, and transaction history
 - c) information that we ordinarily mail with your account statement; such as our newsletter and other credit union material
 - d) changes to the terms of your account or a product or feature that we offer,
 - e) all legal and regulatory disclosures, Privacy Policies and Notices, and responses to claims.
2. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) via email, (2) by access to a web site that we will designate in an email notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.

3. **Updating your personal information.** You must provide us with a valid internet email address. You agree to promptly notify us if you change your email address. We require notice of an email change three business days before the last day of the month to allow us time to affect the change. You may notify us in one of the following ways:
 - a) Online by logging on to your online banking account and updating the information.
 - b) By telephone at 325-670-2429 during business hours
 - c) By fax at 325-437-3215
 - d) By US Postal Service mail at: First Watch CU, 1118 Pine, Abilene, TX 79601.

4. **Hardware and Software System Requirements.** In order for you to access and retain electronic communications from us, your system must meet the requirements listed below. If you have online banking, you should be able to access your E-Statements. However, prior to enrolling, you should verify that you have the following required hardware and software:
 - a) A valid email address
 - b) A computer and modem or another device capable of accessing the Internet
 - c) An active Internet service provider
 - d) A web browser program
 - e) Adobe Acrobat Reader to be able to view a portable document file (.pdf)
 - f) The ability to download or print agreements, disclosures and statements for your records.

5. **Withdrawing Consent / Opt Out.** You may Opt Out of E-Statements by providing your request in writing to us or un-enrolling via online banking. To Opt Out of electronic notices and disclosures, you must notify us in writing. Any Opt Out will be effective only after we have a reasonable time to process the request. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent/ Opt Out to receive electronic communications. We will not impose a fee to withdraw from E-Services; however, you may be subject to a paper statement fee after un-enrollment.

6. **Requesting Paper Copies.** Even without withdrawing your consent/ Opt Out to electronic delivery, you may request a paper copy of any communication. You may make this request by calling or writing to us as described above. There may be fees associated with paper copies. You should refer to the Fee Schedule for a listing of all fees. You may avoid fees by printing the communications yourself.

7. **Communications in writing.** All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this disclosure and any other communication that is important to you.

8. **Federal Law.** You acknowledge and agree that electronic communications are being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

9. **Security Measures.** You acknowledge and agree that you or any of your co-owners and authorized users may agree to the conditions of this agreement and/or terminate any service on behalf of all depositors of the accounts. You agree to keep your password confidential to prevent unauthorized access to your accounts and unauthorized use of the E-Services. You agree to change your password frequently. You acknowledge and agree that the Internet is considered inherently insecure. You agree that we have no liability for any loss, claim, or damages arising or relating to our response to any email or other electronic communication, which we in good faith believe you have submitted to us. You expressly agree that use of the E-Services is at your sole risk.

10. **Termination and changes.** We reserve the right, at our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law. You agree that when any change such terms and conditions, agreement or disclosure includes a time period stemming from your receipt of a Statement from us, such time period shall start or end, as applicable, on the date that we send to your personal email address a notice that your Statement is available for viewing. If such email is undeliverable, such time

period shall start or end, as applicable, on the date that the we transmit a paper Statement to you in accordance with this Disclosure.

11. **Membership Agreement.** Except as expressly provided in this Disclosure, your participation in the E-Services program does not change your rights and obligations related to your membership, as described in the Membership & Account Agreement, which was provided to you at the time you established membership with the Credit Union, as amended by us from time to time and any other agreements and disclosures relevant to your account, including, without limitation, any fees disclosed therein.

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