

## Digital Banking User Agreement

### Available Digital Banking Functions

Using your Username/Member Number and Digital Banking you can:

- View account and loan information
- Make payments out of your deposit accounts to your loan accounts
- View check, debit and credit items, and deposit ticket transactions online
- Apply for a loan
- View your credit card transactions
- Access online forms, such as check re-orders, address change, insurance quote, etc.
- Elect to receive e-statements and view them online
- Elect to stop receiving hard copies of deposit account statements and specified loan accounts
- Elect to and pay your bills through our Bill Payment service
- Elect to initiate transfers to and from your accounts at other financial institutions
- Access Turbo Tax service
- Access Financial Wellness, a personal financial management tool that allows you to view your complete spending picture in one place

### Mobile App Requirements/Limitations; Fees; Availability

To utilize Mobile App, you must be enrolled in Digital Banking. Mobile App is offered as a convenience and supplemental service to our Digital Banking services. It is not intended to replace access to Digital Banking from your personal computer or other methods you use for managing your accounts and services with us. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile App. We also reserve the right to modify the scope of the services at any time.

You agree that, when you use Mobile App, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile App (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile App), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Mobile App may not be accessible or may have limited utility over some network carriers. In addition, not all mobile devices may support Mobile App. We make no representation that any content or use of Mobile App is available in locations outside of the United States. Accessing Mobile App from locations outside of the United States is at your own risk.

### Available Mobile App Functions

- View account information
- Pay your bills through our Bill Payment service
- Transfer Funds
- View check images

## Electronic Notices Disclosure and Agreement

**As used herein, the terms "Landmark", "us," "we," or "our" and any variation thereof means Landmark Credit Union, including any directors, officers, employees, and any agent, independent contractor, designee, or assignee the we may, at our sole discretion, involve in the provision of the Online Service; "you", "your" or "Member" means (1) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a grantor, beneficiary or co-trustee of a trust account) or (2) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account; "Account" has the meaning attributed to it in the Account Agreement as may be from time-to-time amended; "Communications" means any member agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to any product, service or account, including but not limited to information that we are required by law to provide to you in writing; "Online Services" means any applicable product, service or functionality offered through Landmark's website and mobile applications and associated documentation and information we may provide through the website and mobile applications either now or in the future. The term also includes certain third-party digital platforms as determined by us from time to time. Some services are governed by additional terms outlined in a separate agreement and may require you to meet eligibility requirements and enroll separately.**

You have the right and an option to receive certain Communications in paper form. By consenting to this Electronic Notices Disclosure and Agreement ("Agreement"), you acknowledge that you have read, understand, and agree to be bound by the terms and conditions described below and consent to receive Communications electronically according to the process described below. This Agreement applies to all Communications for Landmark products, services and accounts offered or accessible through the Online Service, or a mobile application or mobile website used to access the Online Service, that are not otherwise governed by the terms and conditions of an electronic disclosure and consent that we may provide to you electronically in the future.

Please note that you may be asked to consent to this Agreement more than once during the course of our relationship with you and when signing up for new products or services. Your consent to receive electronic Communications under this Agreement does not automatically enroll you in E-Statements or E-Notices. You must separately enroll to receive E-Statements and E-Notices and confirm that you would like to stop receiving paper account statements and notices through Digital Banking.

1. **Scope of Communications to Be Provided in Electronic Form.** You agree that we may provide you with any Communications in electronic format, and that we may discontinue

sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive Communications in electronic form includes, but is not limited to the following Communications produced during the course of our relationship with you and not specific to any one transaction:

- This Electronic Notices Disclosure and Agreement and any amendments thereto;
- Our Online, Mobile and Electronic Banking Services User Agreement, other service, or user agreements for online or mobile access to our Online Services (such as the Account to Account Transfer Services, Popmoney Transfer Service, and Bill Payment Services), and all amendments to any of these agreements;
- Notices of change in terms for your accounts, products and services;
- All of the periodic account and activity and billing statements, disclosures and notices we provide to you concerning your Landmark accounts and transactions;
- Any loan agreements and related documentation and disclosures;
- Any notice or disclosure regarding insufficient funds, account overdrafts, negative accounts and past due payments and fees or assessments of any kind, including late fees, overdraft fees, over limit fees, and returned item fees;
- Safe deposit box rental and home equity credit line renewal notices;
- Certificate maturity notices;
- Privacy policies;
- Year-end tax statements for dividends and mortgage interest paid;
- Responses to claims; and
- All other information related to the products, services, or accounts, including but not limited to information and disclosures that we are required by law to provide to you in writing.

2. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided by one or more of the following methods: (i) via email, (ii) by access to a website, including our mobile websites, that we will designate in an email notice we send to you at the time the information is available, (iii) to the extent permissible by law, by access to a website, including our mobile websites, that we will generally designate in advance for such purpose, (iv) via our mobile applications, or (v) by requesting you download a PDF file containing the Communication. Communication by email is considered to be sent at the time that it is directed by us to the email address you provided and will be deemed to have been received by you when we send it to you, whether or not you receive the email. We will notify you by email at the email address you have provided or by a message within Digital Banking or the Mobile App when new Communications are available for viewing. You agree that these are reasonable procedures for sending and receiving Communications electronically.

## How to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form by contacting us at (262) 796-4500, or (800) 871-2110 if outside the Milwaukee Metro area, or, for E-Statements and E-Notices, by changing your delivery preferences within the Digital Banking.

There are no fees for choosing to withdraw your consent and begin receiving documents in paper form. However, withdrawing your consent to receive statements electronically for your Premium Checking Account may result in reduction of APY that you earn on that account. Please refer to your Account Agreement for additional information. Additionally, withdrawing your consent to receive Communications electronically may make you ineligible to receive some of the Online Services.

At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

- 1. How to Update Your Records.** It is your responsibility to provide us with true, accurate and complete email address, contact, and other information related to this Agreement and your account(s), and to maintain and update promptly any changes in this information. You can update information (such as your email address) through Digital Banking, at any of our branch locations or by contacting us at (262) 796-4500, or (800) 871-2110 if outside the Milwaukee Metro area. If you do not update your email address, your Communications will still be available to you through Digital Banking, however, you will no longer receive an email notification until you update your email address.
- 2. Hardware and Software Requirements.** To receive an electronic copy of the Communications you must have the following equipment and software:
  - A personal computer or other device which is capable of accessing the Internet.
  - A printer if you wish to print out and retain records on paper and electronic storage if you wish to retain records in electronic form.
  - An email account and email software capable of reading and responding to your email.
  - An Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a certain version of a web browser and your system or device must have 128-bit SSL encryption software. You can find the most recent recommended browser versions [here](#). Your access to this page verifies that your browser and encryption software/device meet these requirements.
  - Software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® version 8.0 and above (available to download at <http://www.adobe.com/products/acrobat/readstep2.html>).
- 3. Requesting Paper Copies.** You should not expect to receive a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing or downloading it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by telephone at (262) 796-4500, or (800) 871-2110 if outside the Milwaukee Metro area, or by logging in to the Online Service and sending a request using your Secure Inbox. We may charge you a reasonable service charge, for the delivery of paper copies of any Communication provided to you electronically pursuant to

this authorization. For copy fees that may apply, please refer to Landmark's Fee Schedule at [landmarkcu.com/fee-schedule](http://landmarkcu.com/fee-schedule). We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide to you electronically.

4. **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 Agreement and any other Communication that is important to you. You will be able to access your documents online for a period of, generally, 3 to 24 months depending on the document and the process or transaction that it relates to.
5. **Federal Law.** You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "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.
6. **Termination/Changes.** We reserve the right, in 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.

## Deposit Account Rules

Any account, loan or other product accessed through Online or Mobile App is also subject to the Account Agreements, loan agreements and Disclosures provided at the time of account opening. Electronic transactions are generally transmitted and posted quickly, however, check processing often takes additional time and your account balances, whether an available balance or account balance or the current loan balance, may not reflect the actual amount credited to your account if the deposit or payment is in the form of a check or for other reasons as detailed in our Account Agreement or in your loan agreement with us. Please contact us for any payoff amounts or information regarding Pending Transactions.

## Access Code and Security

You agree to take every precaution to ensure the safety, security and integrity of your Accounts and transactions when using Online/Mobile App. Using your access code has the same effect as your signature authorizing transactions. You agree not to leave your mobile device or computer unattended while logged into Online/Mobile App and to log off immediately at the completion of each access by you. You agree to safely keep the access code, not to record the access code or otherwise disclose or make the access code available to anyone other than authorized users of your accounts. Anyone to whom you disclose your access code and anyone who has access to your access code will have full access to Online/Mobile App, including full access to your accounts. You have no ability to limit any such person's authority. If anyone uses your access code with your permission, you will be responsible for any transactions performed by that person.

## Your Liability

This section applies to consumer accounts only. If your account is a business account, your liability for unauthorized transfers will be governed by your Account Agreement and other provisions that apply to your account. You should review your controls to ensure that they are appropriate for the risk of loss you are willing to accept.

Tell us AT ONCE if you believe your access code or mobile device has been lost, stolen or otherwise became available to an unauthorized person. Please contact us immediately by telephone or in writing. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts (plus your maximum overdraft line of credit). If you tell us within two (2) Business Days after you learn of the loss or theft of your access code, you can lose no more than \$50 if someone used your access code without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your access code, and we can prove that we could have stopped someone from using your access code without your permission, 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 first statement on which the problem or error appeared was mailed or made available electronically (if you are using e-statements) to you, you may not get any money you lost after the sixty (60) days if we show that we could have stopped someone from taking the money if you would have told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. You must:

- Tell us your name and account number(s).
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, you must send us your complaint or questions in writing within ten (10) business days. We will tell you the results of our investigation within 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 questions. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If you do not put your complaint or question in writing and/or we do not receive it within ten (10) business days, we may not re-credit your account. If we decide that there was not an 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.

## Contact in Event of Unauthorized Access

If you believe your access code has been lost or stolen or that someone may or has fraudulently accessed your account without your permission, contact our Member Service Department at:(262) 796-4500 or by mail at Landmark Credit Union, Attn: Digital Banking, P.O. Box 510870 New Berlin, WI 53151-0870.

## Overdrafts

When you schedule a funds transfer using Online/Mobile App, you authorize us to withdraw the necessary funds from your account with us. We debit the amount of your funds transfer on the business day you instruct us to process the funds transfer between your accounts. Each instruction to us to withdraw or transfer from an account is an order to us to pay from that account on the specified date. We may charge funds transfer against the account even though the charge creates an overdraft or constitutes a draw against unavailable funds. If you overdraw your account, you agree to immediately pay us the overdrawn amount together with any applicable fees. See the Account Agreement for details. If the account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement.

## Fees

If applicable, you authorize us to charge you Online/Mobile App fees identified in our current fee schedule available at [landmarkcu.com](http://landmarkcu.com) or any Landmark branch. These may be amended from time to time.

## Our Liability for Failure to Process Funds Transfer

We strive to make all your funds transfers according to your instructions. We will, however, incur no liability if we are unable to complete any transfer initiated by you through Online/Mobile App because of the existence of any one or more of the following circumstances:

- The funds transfer would exceed the maximum permitted funds transfer amount or your available balance or your account has been re-titled, closed, blocked for security reasons, or subject to legal process or other encumbrances restricting the transfer.
- The funds transfer processing center is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction.
- Circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction, and we have taken reasonable precautions to avoid those circumstances.
- You have not properly followed the instructions for using Online/Mobile App or your operating system is not properly installed or mobile device is not functioning properly.
- Errors or failures from any malfunctions of your browser, Internet service provider, computer, computer virus or other problems relating to the computer or mobile device equipment you use with Online/Mobile App, including, without limitation, your inability to access Online/Mobile App or any part of Online/Mobile App.
- Failure to provide access or for interruptions in access to Online/Mobile App due to Online/Mobile App system failure.
- We have good reason to believe the transfer request is unauthorized.
- An account holder is deceased.
- Any other exception stated in any of our agreements with you.

Provided none of the foregoing exceptions are applicable, if Online/Mobile App causes an incorrect amount of funds to be removed from your account, Online/Mobile App shall be

responsible for returning the improperly transferred funds to your account. If Online/Mobile App causes funds from your account to be directed to an incorrect payee, you agree to help us recover funds directed to the incorrect payee.

NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO ONLINE/MOBILE APP.

### Exclusion of Liability and Warranties

Online/Mobile App makes use of a private network, intended for authorized users only. We have confidence in the security measures we employ, however, this is not an invitation for individuals to attempt unauthorized access. BY USING ONLINE/Mobile App, YOU AGREE TO ACCEPT COMPLETE RESPONSIBILITY THEREFORE, LANDMARK CREDIT UNION AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO YOUR USE, AUTHORIZED OR UNAUTHORIZED, OF ONLINE/Mobile App, AND LANDMARK CREDIT UNION FURTHER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

### Notification of Change in Name or Address

You agree to notify us promptly in writing of any change in name, address or email address via secure email form or to Landmark Credit Union, Attn: Member Service Dept., P.O. Box 510870 New Berlin, WI 53151-0870.

### Imaging of Checks, Debit and Credit Items and Deposit Tickets

Through Digital Banking, we will make every effort to produce legible images of account checks the next business day after the item(s) have been posted to your account. Images will normally be available up to ninety (90) days after the checks have been posted to the account. Some items will produce poor quality images or may not produce an image. In those cases, it is not our responsibility to remedy the image quality.

### Assignment

You may not assign this Agreement to any other party. We may assign this Agreement to our successor in interest or to any, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.



## No Waiver

We shall not be deemed to have waived any of our rights of remedies hereunder unless such waiver is in writing and signed by us. 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.

## Amendment

We may amend this Agreement at any time and the changes will be reflected in this document. The Agreement in its then-current form will always be available online and you agree to check the Agreement periodically to make sure you remain comfortable with it. We may require that you accept changes at the time you sign in or we may provide Notice to you at your email or mailing address on file. Amendments will be effective upon the date posted at Digital Banking. If you do not want to be bound by any changes, you must not use the Digital Banking or Mobile App after their effective date.

## Governing Law and Conflict Provisions

Your use of Online/Mobile App is governed by these Online/Mobile App Terms and Conditions as well as the Deposit Account Agreement, any loan agreement and related documentation, other applicable documentation governing any matter related to your use of Online/Mobile App, clearinghouse rules, federal law and law of the state where you reside if in Wisconsin, Illinois or Minnesota, or, if you reside outside one of these three states, Wisconsin law applies (without regard to state conflicts of law principles), to the extent that federal and state laws have not been varied by these Online/Mobile App Terms and Conditions and the Account Agreement. In case of a discrepancy between these Online/Mobile App Terms and conditions and the Account Agreement solely relating to your use of Online/Mobile App, these Online/Mobile App Terms and Conditions control and otherwise the Account Agreement controls.

## Providing Phone Number

By providing a phone number and/or cellular number, you are expressly consenting to receiving communications at that number from us and our agents. Such communications may include, but are not limited to, text messages, prerecorded or artificial voice message calls, and/or calls made by an automatic telephone dialing system. Note: If you do not want to be called for marketing purposes, ask to be added to our internal do-not-call for marketing list.

## Links to Third Party Sites

The Digital Banking website may contain links to other websites (Linked Sites). Such links are provided solely as a convenience to you. Landmark Credit Union does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that Landmark Credit Union, its affiliates and partners are not responsible for the

contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them.

### Miscellaneous

You agree not to use your Account or the Online/Mobile App service in any illegal activity. All trademarks, service marks and trade names referenced in this material are the property of their respective owners. You agree that you will use Online/Mobile App for personal use only. Online/Mobile App is not intended for use outside the United States or to support illegal online gambling activities.

Some services available through Online/Mobile App, including but not limited to FinanceWorks, External Transfers, Bill Payment, Credit Card Access, e-statements, and Text message Banking, may have additional Terms and Conditions that are available for review prior to subscribing for use of each such service. In the event of conflict between this Agreement and Terms and Conditions for any service available within Online/Mobile App, the Terms and Conditions for such service shall prevail.

### Termination; Availability

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Digital Banking, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access the Digital Banking for a period of six (6) months or greater. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

Effective May 2023