

E-SIGN and EFT Disclosures and Online/Mobile Banking User Agreement

Electronic Delivery of Disclosures and Notices

By selecting the Electronic Disclosure check box, you are consenting to receive the Online/Mobile Banking disclosures, notices, terms and conditions, and other documents and all changes to the disclosures, notices, etc. (Communications) electronically. You also confirm that your device meets the specifications and requirements outlined below and that you will be able to access and retain the Communications electronically.

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, 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.

System Requirements to Access Information Online

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. Your access to this page verifies that your system/device meets these requirements.
- 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 at https://www.landmarkcuonline.com/onlineserv/HB/login_help.html#recommended_browsers. 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>). Your access to this page verifies that your system/device has the necessary software to permit you to receive and access PDF files.

Paper Delivery of Communications

You may click on the PDF files or HTML links, select *Print*, select your printer and click on *OK* or select *Save* to retain a copy on your PC. We will not send you a paper copy of any Communication that is available electronically, unless you request it, or we otherwise deem it appropriate to do so. You have the right to receive a paper copy of the Communications. You can request to receive them in paper form by calling Landmark at (262) 796-4500, or (800) 871-2110 if outside the Milwaukee Metro area. For copy fees that may apply, please refer to Landmark's Fee Schedule.

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.

Business Days

For purposes of these disclosures, our business days are Monday- Wednesday, 8:30 a.m. to 5:00p.m.; Thursday - Friday, 8:30a.m. to 7:00p.m. Weekends and holidays are not included.

Available Online Banking Functions

Using your User ID/Member Number, Access Code and Online 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 FinanceWorks, a personal financial management tool that allows you to view your complete spending picture in one place
- Enroll in Purchase Rewards which enables you to receive cash rewards on goods and services that you already buy today

Mobile Banking Requirements/Limitations; Fees; Availability

To utilize Mobile Banking, you must be enrolled in Online Banking. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online 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 Banking. We also reserve the right to modify the scope of the services at any time.

You agree that, when you use Mobile Banking, 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 Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), 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 Banking may not be accessible or may have limited utility over some network carriers. In addition, not all mobile devices may support Mobile Banking. We make no representation that any content or use of Mobile Banking is available in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

Available Mobile Banking Functions

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

Deposit Account Rules

Any account, loan or other product accessed through Online or Mobile Banking 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 Banking. 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 Banking 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 Banking, 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

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: E-Channel Department., 5445 S. Westridge Dr., New Berlin, WI 53151.

Overdrafts

When you schedule a funds transfer using Online/Mobile Banking, 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 Banking fees identified in our current fee schedule disclosed with the Account Agreement or the loan agreement, or in the Fee Schedule, which may be amended by us 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 Banking 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 Banking 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 Banking, including, without limitation, your inability to access Online/Mobile Banking or any part of Online/Mobile Banking.
- Failure to provide access or for interruptions in access to Online/Mobile Banking due to Online/Mobile Banking system failure.
- Your Access Code has been reported lost or stolen.
- 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 Banking causes an incorrect amount of funds to be removed from your account, Online/Mobile Banking shall be responsible for returning the improperly transferred funds to your account. If Online/Mobile Banking causes funds from your account to be directed to an incorrect payee, you agree to help us recover funds directed to the incorrect payee.

NOTWITHSTANDING 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 BANKING.

Exclusion of Liability and Warranties

Online/Mobile Banking 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 BANKING, 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 BANKING, 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 e-mail form or to Landmark Credit Union, Attn: Member Service Dept., 5445 S. Westridge Dr., New Berlin, WI 53151.

Imaging of Checks, Debit and Credit Items and Deposit Tickets

Through Online 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 wavier 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 <https://landmarkcu.com/online-banking/help> 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 e-mail or mailing address on file. Amendments will be effective upon the date posted at Online Banking. If you do not want to be bound by any changes, you must not use the Online Banking or Mobile Banking after their effective date.

Governing Law and Conflict Provisions

Your use of Online/Mobile Banking is governed by these Online/Mobile Banking 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 Banking, 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 Banking Terms and Conditions and the Account Agreement. In case of a discrepancy between these Online/Mobile Banking Terms and conditions and the Account Agreement solely relating to your use of Online/Mobile Banking, these Online/Mobile Banking 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 Online 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 Banking 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 Banking for personal use only. Online/Mobile Banking is not intended for use outside the United States or to support illegal online gambling activities.

Some services available through Online/Mobile Banking, including but not limited to FinanceWorks, External Transfers, Bill Payment, Credit Card Access, E-Statements, Purchase Rewards 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 Banking, 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 Online Banking, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access the Online 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.