



## **Fortress Bank Internet Banking Agreement and Federal Disclosure**

This Agreement governs the use of Fortress Bank's Internet Banking Service, jointly referred to as the "Service," provided by Fortress Bank, also referred to as "the Bank". 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 Fortress Bank account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with the Financial Institution. "You," "your," and "yours" mean the person(s) using the Service. "We," "our," "us," and "Financial Institution" refer to the individual Financial Institution (Fortress Bank) that holds your accounts.

### **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 Firefox 3.0 or higher, Microsoft Internet Explorer 7.0 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. Fortress Bank is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. Fortress Bank 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 Fortress Bank personal account and an Internet Banking PIN. Through Internet Banking, you will have access to any of your Fortress Bank share accounts or loan accounts. Fortress Bank reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

### **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.

- i. Your ability to transfer funds between certain accounts is limited by federal law and the Deposit Agreement. You should refer to the Deposit 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 Deposit Agreement.
- ii. 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 7:00 p.m. EST will be completed that business day. Any instruction received after 7:00 p.m. EST will be completed the next business day.
- iii. 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 personal identification number (PIN) is required to access Fortress Bank's Internet Banking functions. You agree not to give or make available your PIN to any unauthorized individual. If you believe your PIN has 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 without your permission, you must notify Fortress Bank immediately (see Contact Information below). Fortress Bank does not maintain a record of your PIN. If you lose or forget your PIN, contact Fortress Bank immediately so that you may select a new confidential PIN.

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

Tell us AT ONCE if you believe your account information and/or PIN have been lost or stolen. 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 and open-end credit). If you believe your account information and/or PIN has been lost or stolen, and you tell us within 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 PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or PIN, and we can prove we could have stopped someone from using your account/and or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, 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 you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

### **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 the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

1. Your name and account number,
2. 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,
3. The dollar amount of the suspected error, and
4. The date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will generally tell you the results of our investigation within 10 business days of the 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 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 the Financial Institution 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:

1. When it is necessary to complete the transfers;
2. In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with a government agency or court orders; or
4. If you give us written permission.

#### **Charges**

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

#### **Alterations and Amendments**

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

#### **Address Changes**

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

#### **Termination or Discontinuation**

The use of Internet Banking does not require enrollment on your behalf; therefore, termination of Internet Banking 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**

Fortress Bank reserves the right to impose a frequency or dollar limit on or refuse to make any payment you have directed. Fortress Bank 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.

**Disputes**

In the event of a dispute regarding Internet Banking, you and Fortress Bank 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 Fortress Bank, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Fortress Bank relating to the subject matter of this Agreement. If there is a conflict between what one of Fortress Bank's employees says and the terms of this Agreement, the terms of this Agreement have final control.

**Assignment**

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

**No Waiver**

Fortress Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Fortress Bank. No delay or omission on the part of Fortress Bank 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 jurisdiction in which the Financial Institution is located and by applicable Federal laws and regulations.