

## GREENVILLE FEDERAL CREDIT UNION ONLINE SERVICES AGREEMENT

### **Unlawful Internet Gambling Prohibition Notice**

In compliance with the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) and implementing regulations (Regulation GG) issued by the Board of Governors of the Federal Reserve System and the United States Department of Treasury, certain transactions are prohibited within your account.

“Unlawful Internet gambling” is defined in UIEGA as placing, receiving, or otherwise knowingly transmitting a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made.

“Restricted transactions” are defined in Regulation GG to be transactions in which funds are knowingly accepted by gambling businesses in connection with participation by others in unlawful Internet gambling. Restricted transactions are prohibited from being processed through this account or any account you hold with our institution. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, debit card or credit card transactions, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. Internet gambling will generally be considered to be unlawful unless verifiable authorization is obtained by an appropriate State or Tribal authority.

As a member of the credit union, these restricted transactions are prohibited from being processed through your account or banking relationship with us. If you do engage in an Internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so; however, be advised that transactions for credit to your account from another credit union member's account may be blocked, even if the Internet gambling transaction is legal for both the business and the bettor.

Financial institutions are required to block unlawful Internet gambling debit and credit card transactions. Systems provided by card operators may not be able to distinguish lawful from unlawful Internet items. Therefore, it is likely that lawful Internet gambling transactions could also be blocked. The credit union is protected under this regulation and assumes no liability in the event such lawful transactions are blocked.

### **ONLINE AND BILL PAY SERVICES**

This Online Services Agreement and the Electronic Signature Agreement, jointly referred to as “Agreement,” is between Greenville Federal Credit Union (hereinafter “we”, “us”, “our”, “GFCU”, or “credit union”) and anyone using our website and each member (hereinafter referred to as “you”, “your”, or “yours”) enrolled in our Internet online NetBranch service and Bill Pay service (“Online Services”), together with any person the enrolled member authorizes to use or access the Online Services (also hereinafter referred to as “you”, “your”, or “yours”).

If you contract with us electronically or otherwise request documentation or disclosures electronically, you specifically consent and agree that we may provide all newsletters, disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter, all such documentation is referred to as "electronic records"). You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records, call, write, e-mail or send us a secure message as set forth in the Electronic Signature Agreement. Withdrawal of your consent will terminate your enrollment in the Online Services.

When you use the Online Services or permit any other person to access your account using the Online Services, you agree to the terms and conditions we have set forth in the Agreement and any instructional material we may provide you regarding the Online Services. Your access to the Online Services may be made using certain numbers, codes, marks, signs, public keys or other means to establish your identity to us and affirm your acceptance of our electronic communications with you.

All electronic communications that meet these requirements will be deemed valid and authentic, and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid, and you will not contest the validity of the original or copies, absent proof of altered data or tampering.

Online Services are provided as a convenience to you. The Agreement supplements the other terms and conditions set forth in your member account agreements with the credit union. To the extent that there is any conflict between other account agreement terms, this section will govern our relationship with you:

## **DEFINITIONS**

- "Online" service means all our services accessed via Internet connection for the convenience of our members and specifically includes NetBranch account access and Bill Pay services
- "Services" means that information, communication, and transaction access provided to you by us through any non-branch remote channel including, but not limited to, account information, funds transfers, bill payments, stop payments, and check inquiry and reorders for accounts established at a branch or any products or services offered by or through the credit union
- "Bill Pay" means our service that allows you to pay (either by electronic transfer or postal service delivered check) designated Payees in connection with our Online Services
- "Payee" means any individual, financial institution, educational institution, company, merchant or other person or entity you wish to pay using our online Bill

## Pay services

### **ELIGIBILITY**

In order to enroll in, activate, and retain the Online Services you must be a member in good standing. A member in good standing means that all deposit and loan accounts and other relationships with us are managed appropriately (as judged by the credit union) and have not caused us a loss. To determine your eligibility for the Online Services now and in the future, you authorize us to make inquiries to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports.

To use the Online Services, you must use a personal computer or other device with the capacity to interface by modem or other device to an Internet Service Provider (ISP). A screen resolution of at least **640 x 480** pixels is required. Once a live connection to the Internet is established, you may access the Online Services from our website at:

<http://www.greenvillefcu.com>

You are responsible for the set-up, maintenance, and security of your personal computer, modem, and other communications equipment. Ask your personal computer retailer, service technician, or your ISP to make certain your personal computer hardware, software, modem, phone connection, and Internet service subscription will allow you to connect to the Online Services.

The credit union is not responsible for providing any equipment, software, services or advice related to or necessary to interface with our website or Online Services, and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions.

When using the Online Services you must, when prompted, enter your member number and a password. By entering the correct information, you will have direct access to your credit union accounts. Please carefully review the following sections, below, titled "Password" and "Personal Computer Security."

Keep your online password in a secure location. Anyone having access to your member number and online password will be able to access the Online Services and perform all available transactions, including, but not limited to, reviewing account information and making transfers to other accounts and payments to others.

### **WEBSITE, NETBRANCH, AND BILL PAY SERVICE FEES**

Online website and NetBranch access are free of charge. Enrollment in our Bill Pay service is elective and may be cancelled by you or the credit union at anytime. To enroll you must have a credit union checking account. The credit union reserves the right to charge a periodic fee for the Bill Pay service and deduct all applicable fees from your checking account(s) enrolled in the service. **The credit union does not charge a fee at this time for the Bill Pay service.** Other applicable service fees for member-requested transactions (stop payments, check copies, etc.) will be debited from the

related account immediately. Please refer to the credit union's Truth-in-Savings rate and fee schedule for a complete listing of fees related to our account services and the Online Services.

When account services are discontinued, you are responsible for all unpaid fees related to any services provided.

## **PERIODIC STATEMENTS**

If the credit union provides a periodic statement for your account(s), you will receive a periodic statement from us, ***or notice of the availability of your statement***, describing all activity on your account(s) during the statement period as required by law. The periodic statement will list all account and/or loan information as described in this Agreement. If you have a multiple-party account we are only required to provide one periodic statement to any of the account owners identified on the Membership Account Card. If provided electronically, statements will be (1) e-mailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy/download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any owner.

## **RESPONSIBILITIES**

### **MEMBER**

- **Password:** You are responsible for keeping your password and account data confidential. You agree that the use of your password authenticates your identity and verifies the instructions you entered for the transaction and that we are entitled to act on transaction instructions received when your password is used. You agree, therefore, that by entering your member number and password you are authorizing the credit union to accept your online login as your personal signature. If you authorize other persons to use your password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed your password. You are responsible for any transactions made by such persons until you notify us in writing that transactions made by that person or instructions regarding your accounts are no longer authorized. It is also important for you to know that a credit union representative can assist you in changing your password if you have forgotten it.
- **End-User Computer Security:** You are responsible for the set-up, maintenance, and security of the computer and modem or other connection device used for accessing the Online Services. You understand that frequent, regular software updates for Internet Browsers, Antivirus, Operating Systems, Media Players, and other communication software are essential to the security of your connection to the Online Services and that in the event of a disruption, interruption, or delay in your ability to connect to the Online Services, you have multiple alternate means available to you to manage your accounts (e.g. visiting or calling a branch office,

using PhoneBranch, our automated touchtone telephone audio transaction system or an ATM, writing us, etc.). In no event will your inability to connect to the Online Services be construed as relieving you of any payment obligation or membership responsibility. You also understand that when accessing the Online Services, anyone in close proximity to you might be able to view your personal account information and, in your absence, make or modify transaction instructions. It is your responsibility to safeguard your password and the physical access to your computer and personal data, as we are unable in such circumstances to distinguish between you as the authorized account user and an intruder.

- **Reporting Unauthorized Transactions:** If you believe an unauthorized transaction has been or may be conducted from one of your credit union accounts without your permission, contact us immediately. Please refer to the credit union's website "locations" page for our business hours, telephone and facsimile numbers.

Contacting us immediately will help you reduce possible losses. To the extent a transaction is an electronic funds transfer, you may lose no more than \$50.00 if you notify us within two business days of discovering an unauthorized use of the Online Services or your password. You may, however, lose as much as \$500.00 if you do not notify us within two business days of discovering the unauthorized use and we can prove that we could have stopped the unauthorized use had we been notified. If you do not report unauthorized transactions that appear on any of your periodic statements within 60 days after such statements are mailed or electronically transmitted to you, you risk unlimited losses on such transactions if we can prove that we could have prevented the unauthorized use had we been notified within this 60-day period. If you are delayed in notifying us for good reason (e.g. extended trip, hospital stay, etc.) we have the option to extend these time periods. In no event will you be liable for more than \$50 for any unauthorized line of credit transaction.

- **Temporary Holds.** To facilitate certain electronic transactions we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more, and are used to protect the credit union. The credit union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions; Therefore, transactions may be processed after the expiration of any such temporary holds, and it is your obligation to insure that sufficient funds are on deposit at all times to cover the your transactions.

## CREDIT UNION

- **Our Responsibility for Processing Transactions:** If we do not complete a transfer to or from your account or cancel a transfer as properly requested on time or in the correct amount according to our agreement with you, we are liable for your losses or damages.

Our sole responsibility for an error in a transfer will be to correct the error, but in no

case will we be liable for any indirect, special, incidental or consequential damages. In states which do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

- **Limitations of Our Responsibility for Processing Transactions:** There are some exceptions to our liability for processing transactions on your accounts. We will not be liable, for instance:
  - (a) If, through no fault of ours, you do not have enough money in your account to make the transfer/payment; or
  - (b) If the transfer/payment would go over the credit limit on your overdraft line; or
  - (c) If the funds in your account were attached or because of legal restrictions affecting your account; or
  - (d) If circumstances beyond our control such as interruption of telephone service or telecommunication facilities or natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or
  - (e) If local, regional, national, or international Postal Delays or disruptions delay delivery of your payment to your Payee; or
  - (f) If you do not set up the payment soon enough for payment to be received and credited by the Payee in advance of the due date; or
  - (g) If your Payee does not credit your payment promptly or properly after receipt; or
  - (h) In the presence of Internet service outages or Denial of Service attacks on servers or systems supporting our service communications with the Internet; or
  - (i) If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the Payee on a bill payment; or
  - (j) If you have not properly followed our instructions for using Online Services; or
  - (k) If you receive notice from a merchant or institution that any payment you have made through the Online Service remains unpaid, and you fail to notify us of this fact within five (5) calendar days from the date you receive any such notice; or
  - (l) If the Payee is a merchant or institution you are not permitted to designate; or
  - (m) For any failure to provide access or for interruptions in access to the Online Services due to a system failure or due to unforeseen acts or circumstances; or
  - (n) For any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used to access the Online Services; or
  - (o) For any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser, ISP,

personal financial management or other software or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Online Services.

- **Performance of Software and Electronic Service and Warranty Disclaimer:** In no event will we be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use our services, or for any loss of any data, even if we have been informed of the possibility of such damages. **FURTHER, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, including but not limited to any Online Services provided to you under this or any other agreement with us.**

We do not and cannot warrant that the Online Services will operate without errors, or that any or all Online Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the Online Services, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the credit union and its affiliates exceed the amounts paid by you for the services provided to you through the Online Services.

- **Bill Payments:** We are not responsible for postal delays or processing delays by the Payee for any bill payment made through the Online Services.

## **SETTING-UP AND USING THE ONLINE SERVICES**

### **ACCESS TO THE ONLINE SERVICES**

Online Services are generally accessible through the Internet 24 hours a day, seven days a week, except that the Online Services may be periodically inaccessible for a reasonable period of time for system maintenance. The credit union makes neither guarantee nor warranty of online service availability through the Internet. We may modify, suspend, or terminate your access to the Online Services at any time and for any reason without notice or refund of fees you have paid.

### **ACCOUNT ACCESS**

Enrollment is necessary under each member number to access deposit and loan accounts or other services tied to that member number through NetBranch. Once enrolled, access to your credit union accounts is available through the Internet at: <http://www.greenvillfcu.com>

- You must use your password to log-on and view account balances, transfer funds,

make payments, etc., using the Online Services. Contact the credit union if you require assistance.

- Each member number requires a separate log-on process.
- In some instances you may be granted permission to transfer funds to an account you do not own (contact a credit union representative for assistance). You will not be permitted to view account balance information or any personal/private information for any account but your own under your logged-on member number.
- You understand that any and all joint owners and others with knowledge of your member number and password will have access to all such accounts through the Online Services and are so authorized to conduct transactions. You also understand that the credit union has no means to verify your personal identity during electronic sessions except through your member number and password. Anyone you provide your member number and password to becomes an authorized user of the service.
- You understand that you have the right to stop the Online Services—NetBranch and Bill Pay—at any time.

Special Note: Please, carefully review the sections of this document covering “Password” and “End-User Computer Security” for important information about the security of your online account information.

## ONLINE SERVICES

### AVAILABLE SERVICES

**NetBranch Account Access:** Members in good standing may enroll to access their accounts through the Online Services and receive account information by the electronic transmission of a visual display of text. You must be an authorized user of the Internet Browser or other software you select. You must enter your member number and password to access the Online Services. If you do not have a password or need help, contact the credit union during normal business hours. You understand that we may require you to document any oral request in writing before taking some actions. Once logged-on to the Online Services, members in good standing can:

- View a summary of accounts
- Get account information for deposit and loan accounts
- Review recent transactions
- Make transfers between most of your credit union deposit accounts and from most of your deposit accounts to your loan accounts under the same member number
- Transfer funds to an authorized cross-account
- Borrow from your line of credit account, if available and/or authorized, and transfer the funds to most any of your deposit accounts

- Receive and send secure electronic messages to the credit union. You understand that we may not immediately receive electronic messages that you send and will not take action based upon electronic requests until we actually receive your electronic message and have a reasonable opportunity to act upon your request

**Bill Pay:** If you choose to enroll in the credit union's Bill Pay service, you can pay bills either on a recurring basis, and/or periodically as you request. We may, at any time, refuse to allow you to designate a particular Payee or class of Payees. Follow the specific instructions you receive online, as modified from time to time. Once enrolled, members in good standing can:

- Add, change, and/or delete Payees
- Set up payments
- Review past payments
- Review, change and/or cancel future payments
- Receive and send secure electronic messages to the credit union. You understand that we may not immediately receive electronic messages that you send and will not take action based upon electronic requests until we actually receive your electronic message and have a reasonable opportunity to act upon your request

## ADDITIONAL INFORMATION ABOUT THE ONLINE SERVICES

**Account Transfers:** Through NetBranch you may transfer funds through the Online Services in any amount between \$0.01 and \$9,999.99. All transfers are subject to the limits, conditions, rules, and regulations of the National Credit Union Administration. As a rule transfers are only allowed on your personal accounts or on accounts where your name appears on the signature card as a joint owner.

**Bill Pay Service:** You may make bill payments in any amount between \$1.00 and \$9,999.99. All Bill Pay transactions are subject to the limits, conditions, rules, and regulations of the National Credit Union Administration. When you sign up for Bill Pay service, you must agree to pay all the periodic and specific transaction fees for this service. You agree to pay these fees and direct the credit union to debit your Bill Pay checking account for all fees and service charges according to the fee schedules as amended from time to time. Your Bill Payment checking account is the account you select to make your bill payments. This same account will be debited once a month for the Bill Pay monthly fee. All obligations you wish to pay using the Bill Pay service must be payable in U.S. dollars to a Payee located in the United States of America. We reserve the right to restrict categories of Payees to whom payments may be made using the Bill Pay service. You agree to pay all fees for the Bill Pay service.

- **Processing Bill Payments:** We contract with an Internet bill pay vendor to provide the Bill Pay service. Actual bill payments will be processed within 24 hours of your online Bill Pay request. You need to allow sufficient time for bill payments to reach your Payee. Our bill pay vendor will attempt to transmit your payment to your designated Payee using electronic funds transfers through an automated

clearinghouse (ACH). These electronic transactions are made in compliance with NACHA rules and standards.

Not all Payees can, will or do accept ACH or electronic bill payment transfers. For these Payees a paper check will be mailed on your behalf to the Payee and because of this, you should allow sufficient time for postal delivery of your payment in advance of any Payee's due date. The credit union and its contracted Internet bill pay vendor cannot be held responsible for payments made through the Bill Pay service that do not arrive by a specific Payee's due date. The credit union does agree to exercise reasonable care and caution to expedite all payment requests.

- **Processing Future-Dated Single or Recurring Bill Payments:** When you schedule a bill payment using the Bill Pay service, you authorize us to withdraw the necessary funds from your designated credit union checking account. We will deduct the amount of your bill payment from your account on the "Process Date" you instruct. We strongly recommend you schedule your payments through the Bill Pay service at least seven (7) business days before the final payment "due date" noted on your Payee's invoice or billing notice. Doing so generally allows sufficient time for your Payee to receive and post your electronic payment by their due date. We can make no guarantee or warranty that your specified Payee will accept your electronic payment.

*If you wish to pay a company, business, or individual that you know does not accept electronic payments through an automated clearing house (ACH), you should allow additional time for your payment to be mailed postage paid per your instructions (generally, domestic US mail is delivered within 5 to 7 days of posting.) Please allow at least seven (7) business days for your Bill Pay check to be produced and mailed and add additional days for postal delivery when calculating and selecting your "Process Date."*

We encourage you to adjust your scheduled pay dates after becoming familiar with the Bill Pay routine and your Payees' manner of accepting payments via ACH or paper checks. It is better to err on the side of caution when first establishing your bill payment schedules.

- **Bill Pay Transaction Confirmation:** Payment transactions through the Bill Pay service are given a confirmation number upon completion (withdrawal) of the payment. The confirmation number will help you verify the status/history of your payment while logged onto the Online Services. This number will not appear on your periodic account statement. Your account statement will show all your account activity, including fees, names of third parties paid, and all transactions completed for each period covered.
- **Funds Verification:** You agree that you will instruct the Bill Pay service to make a withdrawal only when sufficient funds are or will be present in your designated account(s) at the time of the scheduled withdrawal. If sufficient funds are not

available, we will refuse to complete the transaction. We process bill payment instructions only when sufficient funds are available in your account. If sufficient funds are not available in your account (including funds available through your credit union overdraft protection plan) on the date you scheduled the payment to be prepared for mailing, the Bill Pay transaction request will be cancelled and an electronic notice will be sent notifying you of the canceled transaction. You will also be charged a fee for the non-sufficient funds transaction as per the credit union's Truth-in-Savings fee schedule.

**How Bill Pay Payments Are Made:** When you add a Payee to the Bill Pay service, you must accurately enter your Payee's name and remittance address and your account number exactly as written on your payment stub or invoice, plus all other required information requested.

We process the payments you make through the Bill Pay service in one of the following ways:

- The Bill Pay service will try to send your payment through an electronic transmission (ACH) to the Payee. Payees who accept ACH payments will receive your payment information electronically. Payments made via ACH are generally received and credited by most Payees within three to four business days.
- The Bill Pay service may send payments by a paper check mailed to the Payee when the Payee cannot or chooses not to receive an electronic bill payment (ACH). When more than one credit union member schedules a payment to the same Payee for the same date (which frequently happens), a consolidated check may be issued to the Payee with an accompanying paper list of each Payor by name, account number to be credited, and the amount of each payment. Payments made in this manner are generally received and credited by most Payees within five to seven business days.

**Modification of Payment Instructions:** From time to time, we may receive instructions from a Payee directing us to modify your payment instructions. This request is normally intended to ensure timelier processing of your payment. Payee requested changes may include instructions to:

- Send your payment to an address other than the one you provided,
- Make your payment electronically rather than by check, or
- Make your payment to an account owned by the Payee at another financial institution.

You agree that when the credit union receives such payment instructions from the Payee, we may follow those instructions to help ensure your payment is promptly received by the intended Payee for credit to your account.

**Canceling Scheduled Bill Payments, Transfers and Cross-Account Transfers:**

You may cancel a pending transaction scheduled on the Online Services anytime before the scheduled process date you selected. You may cancel the scheduled transaction electronically through the Online Services or request a cancellation by contacting a credit union representative at least 24 hours in advance of your selected processing date for the transaction. If your computer connection is not available, or you need assistance to cancel a scheduled transaction, call us during normal business hours. To execute your request we must receive your cancellation instructions at least one business day or more prior to the date you designated as the payment process date. If you request a cancellation orally, we may require you to confirm your request in writing and deliver it to us. Requests to cancel a scheduled transaction after 2 p.m. ET may be processed the following business day. If we do not receive your instruction to cancel a transaction at least 24 hours before the scheduled payment process date, you agree that we may process the originally requested transaction. If you order us to cancel a scheduled Online Services transaction three business days or more before the payment process date you selected when setting up the transaction, and we do not do so, we will be liable for your losses or damages if you gave us the correct information. If you close your membership Share Savings account, your credit union Online Services will end and any unprocessed, but scheduled, transactions will be canceled.

**Stop Payment Orders for Pre-authorized and Other Transactions:** You may request a stop payment for a processed, pre-authorized transaction from your account any time before the payment is received and deposited by your selected Payee only if a paper check was issued. You must notify the credit union in writing (facsimiles are generally acceptable) as soon as possible after your transaction has been processed. If you order us to cancel a scheduled electronic transaction three business days or more before the payment process date you selected when setting up the transaction, and we do not do so, we will be liable for your losses or damages if you gave us the correct information. We will charge you a fee for each stop payment order you give as set forth in the credit union's Truth-in-Savings fee schedule. We reserve the right to establish and maintain service charges and/or transaction fees and may change or amend such fees and charges from time to time. If you wish to stop payment on a non-paper Bill Pay transaction, you must change the transaction instructions prior to the scheduled payment process date.

**Right to Documentation—Periodic Statements:** All transactions made through the Online Services will be recorded on your periodic statement. You will receive a monthly statement for your checking account. For all other credit union accounts a monthly statement will be generated unless there is no remote-electronic transaction in a particular month to report. In any case, you will receive a statement at least quarterly. The following comments will appear on the periodic statement of both the sender AND the receiver of funds: (1) The dollar amount of transferred funds; (2) the account number that funds were transferred from and into; and (3) the names of the sender and receiver of the funds. No other account information will be exchanged.

**Third-Party Services:** We utilize the services of a third-party vendor to provide the online Bill Pay service to you. You authorize and agree to our use of the services of

third-party vendors, and our disclosure of any and all information, including non-public personal information and personally identifiable financial information, when we deem such disclosure to be necessary or appropriate to initiate, complete, or facilitate any transaction you order us to make. You further acknowledge and agree that the terms of the Agreement also apply to your relationship with any vendors we use in providing these services as may be changed from time to time at our sole discretion.

**Information Disclosure:** We will disclose information to third-parties about your account of the transactions you make when it is necessary for completing transactions; in order to verify the existence and condition of your account for a third-party—such as a credit bureau or merchant; in order to comply with government agency or court orders; and/or if you give us your written permission.

## **BILL PAYMENTS FROM REGULAR SHARE SAVINGS AND YIELD PLUS SAVINGS DEPOSIT ACCOUNTS**

We do not allow the use of Regular Share Savings or Yield Plus Share Savings account-types for bill payments through the Bill Pay service. Federal regulations (Regulation D) require us to limit, either by contract or practice, the number of certain types of transfers from Regular Share Savings and Yield Plus Savings account-types. Under these regulations you are limited to a total of six (6) pre-authorized, electronic fund transfers, telephone transfers, online NetBranch and Bill Pay transactions, ATM transfers, and point-of-sale transactions per month from either of these account-types. Of these six transactions, you are limited to no more than three (3) transactions per month by check or point-of-sale. Each funds transfer or payment through the Online Services is counted as one of the limited transfers you are permitted each monthly period. However, payments/transfers to your credit union loan accounts are not counted toward this limit.

For example: If you wish to make two payments this month from your Yield Plus Share Savings account, one to a department store credit card and the other to a Student Loan, then, after making these payments using the Online Services, you would only be allowed one additional, similar transaction on your Yield Plus Share Savings account for the remaining days of the month.

To avoid exceeding these limitations, we suggest you transfer one amount from your Regular Share Savings or Yield Plus Share Savings account each month into your checking account for all your online Bill Pay needs.

## **SIGNATURE NOT REQUIRED**

When any Online Services transaction other service generates items to be charged to your account, you agree that we will debit your designated, eligible account or the account on which the item is drawn without requiring your signature on the item and without prior notice to you.

## **CONTACT BY THE CREDIT UNION OR OTHER PARTIES**

Credit union employees, vendors, and third-party service providers will never contact

you via e-mail, telephone, or in person requesting your Online Services member number and/or password. If you are contacted by anyone requesting this information, please notify us immediately during normal credit union business hours.

## **OWNERSHIP OF MATERIALS**

The content and information on our website is proprietary and the unauthorized reproduction or distribution of any portion is prohibited.

## **PERFORMANCE OF SOFTWARE AND ONLINE SERVICES**

In no event will we or our officers, directors, employees or agents be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse, or inability to use the Online Services, or for any loss of any data, even if we have been informed of the possibility of such damages. We make no warranty to you regarding your equipment or the software, including any warranty of merchantability or fitness for a particular purpose.

## **AREA OF SERVICE**

The services covered by the Agreement and any application for membership or loan services available at our website are solely offered to eligible residents of the United States of America within the boundary of our federal community charter. Members and eligible prospective members residing or traveling outside of the U.S. may have limited access to the Online Services. The credit union reserves the right to limit access in any way to its Online Services.

## **ELECTRONIC TRANSACTION ERRORS AND RESOLUTION**

In case of errors or questions about any Online Services transaction or other electronic transfer initiated from your account(s) under the Online Services, contact us immediately during normal business hours.

If you think your statement is wrong or if you need more information about a transaction listed on your periodic statement, contact us immediately during normal business hours.

We must hear from you no later than sixty (60) days after we send or deliver to you the FIRST statement on which the problem or error appeared, and you must provide us with the following information:

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

If you tell us orally or by electronic communication, 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\* after we

hear from you and will correct any error promptly. However, if we need more time, we may take up to forty-five (45) days\*\* to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days\* for the amount you think is in error so you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account or investigate your claim further.

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. Expenses incurred by the credit union researching your disputed transaction shall be paid by you when there was no error or when such transaction is proven to be authorized by you or your authorized user. Further, when we determine that there was no error or that the disputed transaction was authorized, you will repay any amount we provisionally credited to your account.

*\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days, instead of ten (10) business days, as indicated above.*

*\*\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a Point-of-Sale (POS) transaction or transaction initiated outside of the United States, its possessions or territories, we will have ninety (90) days instead of forty-five (45) days, as indicated above.*

## **AMENDMENT OF THE AGREEMENT**

We may amend the Agreement (including changes in fees and charges) by giving you notice at least thirty (30) days in advance of the effective date of the amendment, unless such change or amendment is to your benefit or is otherwise required by law or applicable regulation. Your continued use of the Online Services is your agreement to accept any amendment(s).

## **CHOICE OF LAW**

Our web site and the electronic services that we provide (excluding linked sites) are controlled by the credit union from its principal offices within the State of South Carolina, which laws, together with specifically applicable federal laws, govern this Agreement. While you may choose to access our web site and the electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic services are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations.

## **WAIVER**

We may waive any term or provision of this agreement at any time or from time to time, but any such waiver shall not be deemed a permanent waiver of any term or provision in the future.

## **ASSIGNMENT**

We may assign the rights and delegate the duties under the Agreement to a company or service provider of our choice or to any other party.

## **ENTIRE AGREEMENT**

The Agreement—the Online Services Agreement and the Electronic Signature Agreement, together—are the entire agreement between you and the credit union for Internet online electronic transactions and services and they supersede any marketing or other similar material pertaining to the Online Services delivered to you in writing, verbally, or obtained at our website or any referenced or linked website or ISP.

## **TERMINATION**

The Agreement remains in effect until terminated by you or the credit union. You may cancel the Online Services at any time by notifying us of your intent to cancel in writing or by calling us during business hours. This cancellation applies only to the Online Services (NetBranch and Bill Pay) accessed via the Internet and will not terminate your membership, obligations, services, or other relationships with us. You must cancel all future bill payments, transfers, or other scheduled transactions, whether recurring or individual payments, when you terminate the Agreement. Because we begin processing Bill Pay transactions on the date you specify when setting up a payment, you agree that we may continue to process authorized transactions initiated prior to a decision to discontinue the Bill Pay service. You are responsible for complying with all the terms of the Agreement and with the terms of any agreement governing the account(s) which you access using the Online Services.

We may terminate your participation in the Online Services for any reason and at any time. We will terminate your Online Services if you do not pay any required fee when due, if you do not comply with the Agreement or the agreements governing your deposit accounts, or if your share or loan accounts are not maintained in good standing. We will try notifying you in advance of terminating your access to the Online Services, but we are not obligated to do so.