

ABOUND FEDERAL CREDIT UNION ONLINE BANKING SERVICES AGREEMENT

1. Online Banking Services

This Online Banking Agreement ("Agreement") is between the Abound Federal Credit Union (hereinafter "we, us, our or Credit Union"), and each member or consumer who has enrolled in our Online Banking Service, together with any person who is authorized by a member or consumer to use or access **Online Banking** (hereinafter referred together as "you, your or yours.").

The Credit Union's **Online Banking** with Bill Payment, mobile banking, account to account transfers, person to person transfers, external transfers, and mobile check deposits are additional "electronic" services provided to increase the convenience of our members. This Agreement supplements the other terms and conditions set forth in the Membership Agreement. To the extent that there is any conflict between the other terms of the Membership Agreement, this Section will govern our relationship with you.

a. **Eligibility.**

In order to enroll and activate **Online Banking** with us, you must be eligible to maintain an account with us. To determine your eligibility for **Online Banking**, now and in the future, you authorize us to make inquiry 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 **Online Banking**, you must use a personal computer or other device with the capacity to interface by modem or otherwise with the Credit Union's or our agent's system. The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with our system, and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions.

When using **Online Banking**, you must, when prompted, enter your member number, password or PIN and any other requested account security information. By entering the correct information, you will have direct access to your Credit Union accounts. **You should keep your password or PIN in a secure location. Any person having access to your Online Banking, password or PIN and account security information will be able to access and perform all transactions, including reviewing Account information and making transfers to other Accounts and to other persons.**

b. **User Materials.**

Before you initiate your first **Online Banking** transaction, you agree to familiarize yourself with the system by reading user information provided at the web site. You agree that the information contained at the web site and any updates to it are part of this Agreement.

2. Setup and Use of Online Banking

a. **Access to Online Banking.**

Online Banking is accessible **24 hours a day, seven days a week**, except for very brief moments from time to time, as posted at the web site, for system maintenance.

We may modify, suspend, or terminate access to **Online Banking** at any time and for any reason without notice or refund of fees you've paid.

b. **Equipment and Software Requirements.**

To use **Online Banking**, you need a computer with a modem and a web browser. Cookies must be enabled on your browser to use Online Banking. The cookie is used to deliver personalized content while visiting the site. The cookie is visible only to the Online Banking site and does not contain any personal information. You are responsible for the set-up and maintenance of your home computer and modem. Please contact us if you have questions about specific component requirements.

3. Online Bank Services

You can use **Online Banking** to:

- a. Review recent transactions
- b. Borrow from your line of credit, if available, with funds transferred to checking or savings accounts
- c. Transfer funds between checking and savings accounts
- d. See a summary of your accounts
- e. Make payment to Line of Credit, Personal, Auto and Mortgage Loans with the Credit Union with funds transferred from checking and savings accounts

- f. Get account information or statement update for checking, savings or borrowing accounts
- g. Access information about the Credit Union, our products and services, and other items of general interest
- h. Receive and send secure electronic messages to the Credit Union. You understand that we may not immediately receive e-mail communications that you send and will not take action based upon e-mail requests until we actually receive your message and have reasonable opportunity to act. If you need to contact the Credit Union immediately, you may call the **Online Banking** telephone number in the Schedule. You understand that we may require that you document any oral request in writing before taking some actions.
- i. Bill Payment Service is a feature of **Online Banking**. By enabling/using Bill Payment Service, you authorize the Credit Union to transfer funds as directed by you from your account to designated merchants or accounts or individuals via the internet. The agreements, rules and regulations applicable to your savings account, checking account and other accounts serviced by the Credit Union remain in force and are applicable. You should carefully read the "Disclosure of Procedures and Fee" found at Bill Payment Service site.
- j. Mobile check deposit is another service of **Online Banking**. You should carefully read the "Mobile Check Deposit Disclosure" found on the site before using this service.
- k. Account to Account (A2A) Transfer is another service of **Online Banking**. You should carefully read the A2A Agreement before using this service. A five (5) day hold is placed on incoming transfers.
- l. Mobile Banking provides an "on-the-go" capability for managing your accounts. Be sure to practice good security habits with this service.
- m. External transfers allow you to transfer funds from your checking or savings account at the Credit Union to your checking or savings account at another financial institution and to your checking or savings account at the Credit Union from your checking or savings account at another financial institution

4. **Fees**

Please refer to the Schedule for fees charged.

5. **Parties' Responsibilities**

a. **Member's Responsibilities.**

You are responsible for keeping your PIN and account data confidential. We are entitled to act on transaction instructions received using your PIN, and you agree that the use of your PIN will have the same effect as your signature authorizing the transaction(s). If you authorize other persons to use your PIN 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 you are responsible for any transactions made by such persons until you notify us that transfers by that person are no longer authorized.

b. **The Credit Union's Responsibilities.**

(1) 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.

(2) 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, the available balance in your Account is insufficient to make the transfer
- (b) If the transfer would go over the credit limit on your overdraft line
- (c) If the funds in your Account were attached or the transfer cannot be made because of legal restrictions affecting your Account
- (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
- (e) If you have improperly followed instructions for using **Online Banking**

(f) For any failure to provide access or for interruptions in access to **Online Banking** due to a system failure or due to other unforeseen acts or circumstances

(g) For any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with **Online Banking**

(h) For any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser, your Internet service provider, your 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 **Online Banking**

6. **Termination**

Online Banking remains in effect until terminated by you or us. You may cancel this service at any time by notifying us of your intent to cancel by writing or calling us at the phone number or address in the Membership Agreement or in the Schedule. This cancellation applies only to **Online Banking** and does not terminate your other relationships with us.

We may terminate your participation in **Online Banking** for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so.