

# ONLINE eBANKING/BILL PAYER AGREEMENT & DISCLOSURES

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### Introduction:

This Agreement is the contract, which covers rights and responsibilities concerning Home Banking/Bill Payer eBanking Services offered to you by Essential Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who submit a Home Banking/Bill Payer eBanking authorization form and any authorized users. The word "account" means any one or more accounts you have with the Credit Union.

By submitting the Home Banking/Bill Payer Service application or online authorization for the Home Banking/Bill Payer eBanking Service, you agree to the following terms governing your and our rights and responsibilities concerning the Home Banking/Bill Payer eBanking Service electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated transactions through Home Banking/Bill Payer eBanking Service involving your deposit accounts. EFTs are governed by both the Home Banking/Bill Payer Agreement & Disclosure and the Electronic Funds Transfers Rights & Responsibilities.

You agree to use Home Banking/Bill Payer eBanking Services in manner that does not violate any Federal or State law or regulation.

### Services:

Upon approval, you may use your personal computer to access your accounts. You must use your member number along with your Personal Identification Number (PIN) to access your accounts. The Home Banking eBanking Service is accessible seven days a week, 24 hours a day. However, from time to time, some or all of the Home Banking/Bill Payer eBanking Services may not be available due to system maintenance. You will need a personal computer and a web browser (such as Netscape Navigator or Microsoft Internet Explorer). The online address for the Home Banking/Bill Payer eBanking Service is [www.essentialcu.org](http://www.essentialcu.org). You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer.

At the present time, you may use the Home Banking/Bill Payer eBanking Service to:

- a. Transfer funds between your Savings, Checking & Money Market accounts.
- b. Transfer funds from your Checking and Savings account to a loan.
- c. Review account balance, and transaction history for Checking, Savings, Money Market, Time Share Certificate and IRA accounts.
- d. Review information on your loan account including payoff amounts, due dates, finance charges, interest rate and balance information and past statements.
- e. Request withdrawals from any Saving, Checking or advances from a loan account by check mailed to you.
- f. Communicate with the Credit Union using the electronic mail (E-mail) feature.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

### Service Limitations:

Transfers - You may make funds transfers to your other accounts as often as you like within the established CU rules. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your postal address of record. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

Account Information - The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

E-Mail - You may use E-mail to communicate with us. E-mail, however, may not reach us immediately and the Credit Union can't act until the message has been received and has reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction, you should call the Credit Union at the telephone number listed in this brochure.

### Personal Identification Number (PIN):

Initial Access - After you have successfully completed and submitted the Home Banking/Bill Payer eBanking Service Registration Form you will be contacted by a Credit Union representative to initiate use of the services. To log on to Home

Banking/Bill Payer eBanking Service for the initial sign on, you must use your PIN (Personal Identification Number). After your initial sign-on, you may change your password at any time by selecting the appropriate function from the User Options menu within the Home

#### Banking/Bill Payer eBanking Service:

**Security** - The personal identification number or PIN that you select is for your security purposes. The PIN is confidential and should not be disclosed to third parties. You are responsible for the safekeeping of your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your PIN, you understand that person may use the Home Banking/Bill Payer eBanking Service to review all of your account information and make account transactions. Therefore, 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 transactions.

**Authorization** - If you authorize anyone to use your PIN in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of these PINs and the Credit Union suffers a loss as a result, we may terminate your participation in the service immediately.

**Member Liability** - You are responsible for all transfers you authorize using the Home Banking/Bill Payer eBanking Services under this Agreement. If you permit other persons to use your PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, if you believe anyone has used your PIN and accessed your accounts without your authority, let us know at your earliest convenience. Calling the CU is the best way to minimize your potential loss. If you advise us within 2 business days, your loss will be limited to \$50. If you do not advise us within 2 business days after you learn of the unauthorized use of your account or PIN, and we can prove that we could have stopped someone from accessing your account without your permission you could be liable for up to a maximum of \$500.

Also, if your statement shows Home Banking/Bill Payer eBanking Service transfers that you did not make, advise us at once. If you do not advise us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions.

If you believe your PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call the telephone number provided in this brochure or contact us electronically by sending an e-mail message through the Home Banking/Bill Payer eBanking Service at [www.essentialcu.org](http://www.essentialcu.org), or write to:

ESSENTIAL CREDIT UNION | P.O. BOX 66278 Plaquemine, LA 70896

Business Days – Our business days can be found at [www.essentialcu.org](http://www.essentialcu.org)

#### Fees and Charges:

There may be certain charges for Home Banking/Bill Payer eBanking Services as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law. Bill Payer service is offered to the membership at a monthly cost (as per fee schedule)

#### Transaction Documentation:

Transfers and withdrawals transacted through Home Banking/Bill Payer eBanking Service will be recorded on your monthly account statement.

#### Account Information Disclosure:

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy. However, we will disclose information to third parties about your account or the transfers you make under the following conditions:

- a. As necessary to complete transfers.
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- c. To comply with government agency or court orders.
- d. If you give us your express permission.

#### Liability Limits:

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we or the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Home Banking eBanking Services, or Internet browser or access software. In this regard, although we

have taken measures to provide security for communications from you to us via the Home Banking eBanking Services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- a. If, through no fault of ours, you do not have funds in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- b. If you used the wrong PIN or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer transactions.
- c. If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- e. If the funds in your account are subject to an administrative hold, legal process or other claim.
- f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- g. If your account is frozen because of a delinquent loan.
- h. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.

#### Service Termination:

You agree that we may terminate this Agreement and your Home Banking/Bill Payer eBanking Services, if you, or any authorized user of your Home Banking/Bill Payer eBanking Services or PIN breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or PIN or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness.

You or any other party to your account can terminate this Agreement by notifying us in writing or by E-mail. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

#### Notices:

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will mail you notice or if you have consented to electronic disclosures, we may send it to the e-mail address you have designated. Use of this service is subject to existing regulations governing Credit Union accounts and any future changes to those regulations.

#### Statement Errors:

In case of errors or questions about your Home Banking/Bill Payer eBanking Service transactions, contact us by: telephone (888) 369-2207; send us an e-mail at [eservices@essentialcu.org](mailto:eservices@essentialcu.org); or write us at P.O. Box 738, Plaquemine, LA 70765. We must hear from you no later than 60 days after we sent the first statement on which the problem appears.

- a. Provide us your name and account number.
- b. Tell us the dollar amount of the suspected error.
- c. Describe the transaction you are concerned about, and explain as clearly as possible why you believe there is an error.

We will advise you of the result of our findings within 10 business days after receipt of your request. Any corrections, if required, will be made promptly. For errors related to transactions occurring within 30 days after the first deposit to the account (new accounts), we will advise you of the result of our findings within 20 business days. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question (90 calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will issue a provisional credit to your account within ten business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not issue a provisional credit to your account.

If we decide after the investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of the investigation. If you request, we will provide copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

