



EGLIN FEDERAL CREDIT UNION

838 Eglin Parkway NE, Fort Walton Beach, FL 32547-2781
850.862.0111 • 800.367.6159 • eglinfcu.org

Online Account Access & Electronic Fund Transfer Disclosure

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The information and material contained within these pages, and the terms, conditions and descriptions that appear, may be updated without notice. Eglin Federal Credit Union's online account services will be modified from time to time to add new services and enhance existing services.

Unauthorized use of Eglin Federal Credit Union's website and operating system, including misuse of passwords, or information provided is strictly prohibited and may be punishable to the fullest extent of the law. Governing Laws of the state of Florida will apply to the use of this website.

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No warranty of any kind, implied, expressed or statutory including but not limited to the warranties of noninfringement of third party rights, title, and freedom from computer virus, is given in conjunction with the information and materials.

YOUR RESPONSIBILITY AND LIABILITY: By applying for online account access you agree to accept responsibility for protecting the integrity of your Password and account access information. In order to prevent unauthorized transactions and/or account access you agree to ensure the security of the electronic device you use to access your account information. Specifically, install antivirus and spyware software and keep it current, and use a firewall. You acknowledge that EFCU may revoke your online account access if unauthorized account activity is the apparent result of your negligence. You acknowledge that your online account access may also be revoked if you cause a loss to EFCU. If you grant online account access to a non-signer you will be financially liable for all unauthorized access, loss or misuse. You are liable for all transactions up to the date that you report unauthorized access, loss or misuse to EFCU. You will be required to complete and sign an affidavit of unauthorized use.

Notify us AT ONCE if you believe your account has been accessed without your permission. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, we suggest you change your Password immediately. Telephoning is the best way of keeping your possible losses down. If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Password without your permission.

If you do NOT tell us within 2 business days after you learn of unauthorized access or theft of your Password and we can prove we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. If your statement shows any electronic funds transfer you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement that reflects the unauthorized transfer was sent to you, you may not get back any money you lost if we can prove that we could have stopped the unauthorized transfer if you had told us in time.

If a good reason, such as a long trip or a hospital stay, kept you from telling us, we may extend the time periods.

ADDRESS CHANGE: You agree to notify us immediately of any changes to your address and/or email. In certain circumstances, we may request your change of address in writing. All notices sent to the most recent address or email you have provided will be considered received.

HOW TO CONTACT US: CALL 850.862.0111 x.1402 between the hours of 9:00 AM – 5:00 PM CST Monday through Friday. WRITE Eglin Federal CU, Member Services Department, 838 Eglin Parkway NE, Fort Walton Beach, FL 32547. WEB SECURE EMAIL at www.eglinfcu.org/contact.

BUSINESS DAYS: Our business days are Monday through Friday, 9:00 A.M. to 5:00 P.M. CST. At the close of business each night, after all daily processing is complete our computer system's data is advanced to the next business day. Saturdays, Sundays, and federal holidays are not business days.

TRANSFERS YOU CAN MAKE: Using your Password, you may perform the following transactions:

1. Transfer funds between your share accounts.
2. Transfer funds from your share accounts to a loan account.
3. Transfer funds from a line-of-credit loan to checking account.
4. Transfer funds between different EFCU accounts. Additional authorization required.
5. Request a check withdrawal from your shares or line-of-credit loan account, not to exceed available limits. Checks will be made payable to you and mailed to your address on file.
6. If you subscribe to Bill Payer Service under *Home Branch*, you may request withdrawals from your checking account to pay designated payees.
7. Transfer funds from established external accounts to pay EFCU Loans and Credit Cards. (External transfers to EFCU Mortgage Loans are not currently available)

You may not perform transactions on Share Certificates and IRAs.

FEDERAL REGULATION D: Limits the number of ELECTRONIC TRANSFER REQUESTS THAT CAN BE MADE FROM THE REGULAR SHARE SAVINGS ACCOUNTS OR MONEY MARKET ACCOUNT TO 6 PER MONTH. THIS LIMIT INCLUDES ALL TELEPHONE REQUESTS FOR WITHDRAWAL OR TRANSFERS, PRE AUTHORIZED DRAFTS, OVERDRAFT PROTECTION TRANSFERS, FAX REQUESTS FOR WITHDRAWALS OR TRANSACTIONS AND TRANSFERS COMPLETED ONLINE. REGULATION D RESTRICTIONS DO NOT APPLY TO CHECKING ACCOUNTS.

FEES AND CHARGES: There are no charges for viewing accounts or transferring funds using Eglin Federal Credit Union's Online Account Access. We reserve the right to charge for Online Account Access but will give advance notice of fees as required by law. If you sign up for the optional Bill Payer Service and you complete a minimum of 3 transactions each calendar month, this service is free. There is a \$5.00 monthly fee if less than 3 transactions are completed per month.

PERIODIC STATEMENTS: You will receive a statement monthly covering each account that was accessed online, or quarterly if no electronic transactions occurred. Additionally, you may apply through *Home Branch* to receive your statements electronically; select eStatements.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS: If we do not properly complete a transaction on time, or in the correct amount according to this agreement, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable if:

1. Through no fault of ours, your account does not contain enough money (or sufficient collected funds) to complete the transaction.
2. We are legally restricted from transferring funds in your account.
3. The transfer would exceed your established Line-of-Credit loan limit.
4. The computer system was not working properly and you knew about the breakdown when you started the transfer.
5. Circumstances beyond our control such as fire, flood, software malfunction, mechanical or electrical malfunctions, power failure, or changes in our operation which are required by law prevent the transfer despite reasonable precautions that we have taken.
6. You are in default under this or any other agreement with us.
7. Mobile Banking or *Home Branch* ceases to operate during the transaction.
8. If after you reported a lost or stolen Password or unauthorized transaction on the account, you try to make transfers using a Password which is not authorized for use.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES: Review EFCU's privacy policy for complete details. In order to protect your privacy, we will not disclose any information about you or your account to any person, organization or agency except:

1. Where it is necessary for completing transfers.
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau report or merchant.
3. In order to comply with government agency or court orders.
4. To Credit Union subsidiaries and companies that assist us in providing services to you and who have contractually agreed to protect the confidentiality of our member's information.
5. If you give us written permission.

PRE-AUTHORIZED PAYMENTS: If you have told us in advance to make regular payments out of your account, you can stop any of these payments. See "HOW TO CONTACT US" above. Call or write in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we will require you to put your request in writing and get it to us within 14 days after you call. We will charge you for each stop-payment order you give. If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

IN CASE OF ERRORS OR QUESTIONS ABOUT LOAN ACTIVITY ON YOUR STATEMENT: The Federal Truth in Lending Act requires prompt correction of mistakes on your statement of account. Notice is printed on the reverse side of each periodic statement received on your account and on your Permanent Loan Agreement.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC STATEMENT: Telephone, write, or email us at the address listed under "HOW TO CONTACT 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 of receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.

2. Describe the error or the 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.

3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a new account) after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a foreign initiated transfer or point of sale transaction) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer involved a new account) 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 we do not receive your complaint or question in writing within 10 business days, we may remove the provisional credit from your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within 3 business days after completing our investigation. If we decide there was no error, we will send you a written explanation and will remove the provisional credit 5 business days after notice is given.

You may ask for copies of documents that we used in our investigation.

IN CASE YOU HAVE ISSUES ACCESSING THE SITE: If you have any problems with our Website or with online access you may call 800.367.6159 during our normal business hours, Monday through Friday 9:00 AM - 5:00 PM CST.

CHANGE IN TERMS: This agreement is subject to the terms and conditions of the primary share agreements governing your accounts with us. If you have signed other agreements with us, your agreements are still binding where not in conflict with this agreement. All transactions involving loan payments are subject to the provisions of your separate loan agreement(s) with us. We have the right to change the terms of this agreement. We will notify you of any changes.

This Agreement is between You (the primary EFCU account holder) and Eglin Federal Credit Union (EFCU). You represent and agree that all information you provide through Online Account Access is accurate and complete. You agree to keep your account access information confidential and your contact information up to date.

This Agreement constitutes the entire Agreement of the parties with respect to its subject matter. It is governed by and construed in accordance with the Electronic Signatures in Global and National Commerce Act. If any provision is found by a court of competent jurisdiction to be invalid or unenforceable, the parties agree that the court should give effect to the parties' intentions as reflected in the Agreement, and the other provisions shall remain in full force and effect. Any delay or omission by any party to exercise any rights under this Agreement shall not be construed to waive any rights.

I acknowledge electronic receipt of this Terms and Conditions Agreement ("Agreement") associated with Eglin Federal Credit Union's online account access and agree that I have read and will abide by this Agreement. I also agree that EFCU does not need to provide me with an additional paper copy of this Agreement unless specifically requested. You represent that You have the equipment to receive and print documents online. See "HOW TO CONTACT US." There is no fee to obtain a paper copy of this document.

In order to access our Online Services, You must have a computer or an updated mobile device. You must have a current version of a web browser, access to the Internet, an email address, and a current version of the free Adobe Reader software. If there are any changes to these requirements, we will post them on our website, eglinfcu.org.

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