



## University Federal Credit Union ("UFCU") Online Banking Terms of Use

---

**This Agreement sets forth the terms and conditions for use of UFCU Online Banking ("Online Banking"). As used in this Agreement, the words "we", "our", "us", and "UFCU" mean University Federal Credit Union. "You", "your" or "User" mean the account owner.**

### **Accepting this Online Banking Agreement (the "Agreement")**

By clicking "I Agree" at the end of this document when you register for Online Banking, you agree to abide by the terms and conditions set forth in this Agreement. When you enroll in Online Banking, such action constitute your written signature on, approval of, and intent to be bound by, this Agreement and all future amendments hereto. This Agreement supplements, but does not replace, Your Membership and Account Agreement, as updated from time to time, that you have with UFCU, which is hereby incorporated in full.

**Description of Services.** Online Banking provides you with the ability to access your UFCU accounts through your computer or other internet-connected device, and will provide you the ability to perform various transactions and service requests, which include, but are not limited to:

- Making transfers between your savings, checking, money market, and line-of-credit accounts;
- Making transfers to other University Federal Credit Union account holders;
- Making transfers into accounts you hold at other financial institutions;
- Obtaining balance information on your savings, checking, money market, and loan accounts;
- Verifying whether a check or other item has cleared your account;
- Obtaining information on dividends paid on loan accounts;
- Making payments on your Credit Union loans from your savings and checking accounts;
- Accessing internet Bill Pay services to make payments to various creditors; and
- Accessing or utilize other services that we may make available to you from time to time.

Our Home Banking service will be available to you 24 hours a day. However, service may be interrupted for a short period of time each day for data processing. Security protocols will be in place, such as electronic lock-out if there are numerous unsuccessful attempts to enter a transaction, and limits on the duration of access. See the Transfer Limitations provision for transfer limitations that apply to Home Banking transactions. Other Electronic Funds Transfer (EFT) Disclosures contained in this document and received at account opening apply to Home Banking services as well. You will also be required to comply with instructions and agreements provided online when you log into the Home Banking service.

**Bill Payment Services.** Through our online Home Banking service, we offer bill pay services (Bill Pay) so that you may pay your bills to third-party creditors and payees electronically. When you enroll in Bill Pay you must agree to the Bill Payment Services Agreement included on the Bill Pay website, which agreement is incorporated by reference herein. You may also be required to comply with other instructions and agreements provided online when you log onto the Bill Pay service.

**Peer-to-peer (P2P):** Through our online Home Banking service, we offer peer-to-peer services (P2P) so they you can transfer funds to members at other financial institutions electronically. When you enroll in P2P, you must agree to the online Peer-to-Peer (P2P) Transfers Terms of Use Agreement. You may also be

required to comply with other instructions and agreements provided online when you log onto the P2P service.

**Account-to-Account (A2A):** Through our digital service we offer account-to-account (A2A) services so that you can transfer funds from your account at UFCU to/from your established account at another Financial Institution. When you enroll in A2A, you must agree to the online Account-to-Account (A2A) Transfers Terms of Use agreement. You may also be required to comply with other instructions and agreements provided online when you log onto the A2A Service.

**FEES.** There are certain fees and charges for using electronic funds transfer services. For a current list of the types and amounts of these fees, please see the UFCU [Fee Schedule](https://www.ufcu.org) that was provided to you at account opening, or you may find the most current version online at <https://www.ufcu.org>.

**Mobile Banking Services.** Through our online Home Banking service, we offer mobile banking services. You must agree to the Mobile Banking Service Agreement included in the EFT Agreement, Mobile Banking Agreement and Disclosure, as well as to the terms and conditions contained on the Home Banking services website when you enroll in mobile banking, which are each hereby incorporated by reference herein. You may also be required to comply with other instructions and agreements provided online when you log onto mobile banking service.

**Use of EFT: Foreign Transactions; Currency Conversion.** Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The conversion rate in dollars will be (1) a rate selected by Visa International from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (2) the government-mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States (which may include internet transactions) will be charged a foreign transaction fee in the amount disclosed on your Fee Schedule.

**Security of Card and Access Codes.** The access codes issued to you are for security purposes and any codes issued to you are confidential and should not be disclosed to anyone else or recorded on or with the card. You agree to safeguard the codes and agree not to disclose or otherwise make available your cards or codes to anyone not authorized to sign on your accounts. If you authorize someone to use your access codes such authority shall remain in place until you specifically revoke said authority by notifying UFCU.

**Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by the terms and conditions of this Agreement. You understand and agree that any joint owner may withdraw or transfer funds from any one of your accounts without your prior notice or permission, and we will not be liable to you in any way. Each of you jointly and severally shall be responsible for any and all transactions under this Agreement regardless of which owner accessed the accounts or used the services. Each joint account holder is authorized to act for the others, and we may accept orders and instructions regarding any transaction on any account from any owner. We can refuse to follow conflicting instructions.

**LIABILITY FOR UNAUTHORIZED USE.** Tell us AT ONCE if you believe your ATM or Debit Card or any of your access codes have been lost, stolen or otherwise compromised, or if you believe an electronic fund transfer has been made without your permission using information from your check.

For cards with the Visa® logo, and PIN-less debit card transactions over Visa Networks (and the access codes associated with those cards): You will not be liable for any amount unless we can prove that you were negligent in the handling of your card. For example, if you write your PIN on your Card or otherwise keep the PIN with the Card, you may be negligent.

However, if you notify us within 2 business days after you learn of the loss or theft of your card or access code, even if someone used your card or access code without your permission, you will be liable for no more than \$50. If you do NOT notify us within 2 business days after you learn of the loss or theft of your card or access code, and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.

You should always save your terminal receipts, keep a record of your transactions, and reconcile your receipts with your periodic statements. **If your statement shows transfers that you did not make**, including those made by card, code, or other means, notify us at once. If you do not notify us within 60 days after the statement was provided to you, you may not be refunded 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**You are liable for all transfers or purchases made via your card(s), access code(s) or passwords that you authorize or allow.** If you give your card, access code, or password to someone else, you are responsible for all transfers or purchases that that person makes with your card or via the service that he or she accesses, even if that person uses the card or code in a way that you did not anticipate or intend. You may revoke your permission for the other person to use your card by notifying us in writing, and allowing us reasonable time to act on your notification.

**If you believe your card or access code has been lost or stolen**, call: (512) 467-8080 or (800) 252-8311 during normal business hours or write: P.O. Box 9350, Austin, TX 78766. You should also call this number or write to this address if you believe a transfer has been made using the information from your check without your permission.

**BUSINESS DAYS.** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**DISCLOSURE OF YOUR INFORMATION.** We will disclose information to third parties about your account or the transfers you make:

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 or merchant;
3. In order to comply with government agency or court orders; or
4. If you give us your written permission.

**Enrollment and User Security.** To access Online Banking, you must follow our enrollment procedures, including our procedures for verification, authentication, and security. You must have a valid Social Security number or federal tax identification number listed on your accounts. You will need to select a user identification name ("User ID") and a password to access Online Banking. You agree to use your best efforts to keep your User ID and password confidential at all times and to prevent any disclosure of your User ID and password to any other person or entity. To help safeguard your security, you should change your User ID and password frequently. You assume all responsibilities for and all risks of loss from your providing personal information, including your user ID and password, to any third party website that spoofs or otherwise imitates the UFCU website, or by linking to third party websites from unauthorized email, and you hereby release us from all liabilities and obligations in connection with such actions by you. We use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained within Online Banking. During enrollment, you may be asked to create answers to multiple security questions. These questions and answers may be used as a security challenge when using Online Banking. You understand that industry standards are dynamic and constantly developing. By completing enrollment in and using Online Banking, you acknowledge and understand that there are risks to electronic access to account information and notices, including but not limited to, delay or failure of delivery due to technical difficulties, weather conditions, matters beyond our reasonable control or interception or

alteration of such account information and notices by third parties despite the credit unions commercially reasonable security measures. By completing enrollment in and using Online Banking, you acknowledge that you have considered your security measures and find that our security measures are commercially reasonable. In reaching this conclusion, you have considered the historical and potential future content of your account statement(s), the risks associated with electronic delivery of account statement(s), and UFCUs security procedures. If you conclude that our security procedures cease to be commercially reasonable in the future, you must terminate this agreement immediately in accordance with the process outlined in this agreement.

**Transfer and transactions.** You may use Online Banking to transfer funds between your eligible UFCU deposit and credit accounts ("Internal Transfer"), to establish payees, and to request bill payments to payees ("Bill Payments").

For consumers, other transaction limitations are provided in the Electronic Fund Transfer Agreement and disclosure- REG E, which is made part of this Disclosure and received at account opening and hereby incorporated by reference. We may also limit the type, frequency and amount of transfers/transactions for security purposes and may change or impose the limits without notice, at our option.

**Secure Messages.** Online Banking may provide Secure Message functionality for member to submit inquiries and correspondence regarding their accounts. If available, members should use secure message to communicate with UFCU's Member Contact Center representatives. Online Banking also offers Secure Messages to facilitate member requests for new accounts, check copies, transaction inquiries, statement copy requests, and stop payment requests. Unencrypted email is not secure. You should not rely on email if you need to communicate with us immediately--for example, if you need to stop payment on a check, to report a lost or stolen card, or an unauthorized transaction. You should not use email, or reply to any email, to send us your personal or any confidential information. We will not take action based on your email request until we actually receive your message and have a reasonable opportunity to act. You agree to update your email address on our records in order to maintain, at all times, a valid and active email address with an Internet service provider.

**Documentation of Transactions.** Transactions made in Online Banking will appear on our official account statements that you receive for your accounts. Statement information, transaction information, and available balance that you view through Online Banking are in real time for checking, savings, and certificate of deposit accounts. All other account balances are effective as otherwise indicated. Your actual available balance may be lower than your current balance. The online transactions and balance figures displayed are for information purposes only and are not equivalent to the official statement information on our records. Our official statement records will control if there is any conflict with information displayed in Online Banking.

**Credit Card Accounts.** If you have a UFCU Credit Card account and access daily transaction information, this electronic record is for informational purposes only and does not satisfy the requirements of the federal Truth-in-Lending Act, nor does it replace your monthly statement. Your monthly statement contains detailed payment information. This electronic record does not include information about your Cash Advance Credit Line on your Credit Card account. Only a portion of your Credit Line may be available for cash transactions; consult your monthly statement for details.

**Electronic Delivery of Statements, Disclosures and Documents.** We may provide electronic document delivery services for the delivery to you of all disclosures, statements, notices, contracts or agreements, receipts, modifications or amendments, and all other documentation regarding your membership, accounts, transactions, or other business you have with us (collectively referred to as "documents" or "documentation"). If you agree to receive such documentation electronically, you specifically agree and acknowledge that we may provide the documents electronically, either by sending an email with the text of the documents embedded in the text of the email message, or as an attachment contained within the email, or by posting

such documents on our website or online banking service. You have a right to request and receive a paper copy of these documents if that right is provided under applicable law. You may also withdraw your consent and revoke your agreement to receive the documents electronically. To request a paper copy or to revoke your consent, call, write, or email us at the number and addresses provided. Call us at (512) 467-8080 or (800) 252-8311, or write us at P.O. Box 9350, Austin, TX 78766.

We may also offer electronic services such as online banking, mobile banking, or online bill pay, which allow you to conduct transactions to and from your account(s) and to conduct other business with us electronically. You may be required to sign or accept, prior to use, a separate agreement regarding these services, and you will be subject to any online instructions, rules, agreements, and restrictions provided on the website(s), in mobile applications, or provided to you at the time you open an account or enroll in these services. You may be required to be enrolled in our online banking service in order to enroll in our electronic document delivery service.

Enrollment in, and use of, these electronic services does not relieve you of your duty to promptly examine your statements, checks, and other documentation for irregularities or discrepancies regarding your accounts in accordance with this and other agreements you have with us.

Subject to applicable law, we may suspend some or all electronic services, and access to your checking or other account(s), if you become delinquent on any of your loan or deposit obligations to us, cause significant disruption to Credit Union operations or another member's ability to conduct business with us, or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

**Notices; eNotices; Name or Address Change.** Any written notice we give to you is effective when it is made available in our online banking system (if you have agreed to receive such notices electronically), or when it is deposited in the U.S. Mail, postage prepaid and addressed to you at the most recent mailing address on file with us. Notice to any account owner is considered notice to all account owners. Any written notice you give us is not effective until we actually receive it in our offices.

You agree to notify us of any postal or email address change or name change in writing. We reserve the right to require verification of your identity and proof of a change in address prior to making any changes in our records. We are only required to attempt to communicate with you at the most recent address you have provided to us. If you fail to provide notice of a change in address or name, and we attempt to locate you, we may impose a service fee as set forth on the Fee Schedule.

**System Requirements.** In order to enroll in our electronic document delivery service, mobile banking, or online banking services, you must be able to receive, view, and print (or otherwise retain), the documents involved. As such, you must have a computer or mobile device that has access to the internet, and use of a browser that supports Secure Sockets Layer ("SSL") and cookies. Additionally, many of our documents, including periodic statements, will be sent to you in a Portable Document Format ("PDF"), and to open, read, and print these documents, you will need Adobe Acrobat Reader or a similar PDF reader. Adobe Acrobat Reader may be available for download for free via the internet. Minimum system requirements are subject to change without notice as the technology changes. By enrolling in, and using the electronic services, you are asserting that your system meets these requirements and that you are capable of, and are indeed receiving, viewing, and retaining the documents involved. If you discover that you are not receiving such documents, you must contact us immediately. We will not be liable for any failure to deliver the documents if you do not notify us of such failure, or if the failure is due to your computer hardware, software, or other equipment, or due to other circumstances beyond our control.

**System Disruptions.** You understand and agree that such electronic services may occasionally be unavailable for short periods of time due to system maintenance or other reasons. We will not be liable for any delay that this may cause and you are ultimately responsible for conducting your transactions in a timely



manner with regard to your banking and bill-paying needs. In the unlikely event that our electronic services become unavailable for a prolonged period of time, you understand and agree that you still have access to the Credit Union and your account(s) in the traditional manner (i.e., in person, by mail, telephone, or check-writing), and we will not be liable to you if you fail to use these means to conduct your business with us.

**Security Safeguards.** Even if you enroll in online banking, mobile banking, bill pay, or our electronic document delivery service, we may from time to time require certain transactions to be made in-person, or we may require verification or authentication of your identity for security purposes before a transaction or other business with us may be initiated, processed, or completed. You agree and understand that this is for the protection of us and you, and is intended to safeguard your personal information, and all funds held in or by the Credit Union, and to help prevent identity theft and bank fraud. You agree that we will not be liable for any delay in, or prevention of, any transaction or business conducted by you due to these security measures.

**Amendments to the Agreement and Change-in-Terms.** Except as prohibited by applicable law, we may change the terms of this Membership Agreement or any other agreements you have with us, including rates and fees, and the method with which we determine dividends and interest. We will notify you of any changes in the manner and within the timeframes required by law.

**Third Party Links.** Online Banking may offers links to a variety of sites maintained by third parties. In accessing these sites, you are leaving the UFCU website. These links are offered only for use at your own discretion. UFCU does not provide, and is not responsible for, the product, service, or overall website content available on third-party sites. UFCU's privacy policies do not apply to linked websites. You should consult the privacy disclosures on each third party site for further information. Third party web sites may provide less security than UFCU's website.

#### **RIGHT TO RECEIVE DOCUMENTATION:**

Periodic Statements. Transfer and withdrawal transactions made through any card, Home Banking or Bill Pay service, telephone access system, or preauthorized transfer will be reflected on your periodic statement. You will receive a monthly statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

Terminal Receipts. You can get a receipt at the time you make any transaction (except inquiries) to or from your account using an ATM, Point-of-Sale terminal, or Check Card transaction with a participating merchant. However, we are not required to provide you with terminal receipts for transactions of \$15.00 or less. You should keep your statements and receipts, as they may be admissible evidence in legal proceedings if a dispute should arise and shall constitute prima facie proof that such transfer was made.

Preauthorized EFTs. If you have arranged to have a direct deposit or preauthorized debit or credit made to your account at least once every 60 days from the same person or company, you can call us at (512) 467-8080 or (800) 252-8311 or use telephone access or Home Banking to find out whether or not the deposit has been made.

#### **RIGHTS REGARDING PREAUTHORIZED PAYMENTS:**

Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at (512) 467-8080 or (800) 252-8311, or write us at P.O. Box 9350, Austin, TX 78766, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made (If you want to stop a payment being made through Bill Pay, you should follow the instructions within Bill Pay). If you call, we may also require you to put your request in writing and get it to us within

fourteen (14) days after you call. Please see the Fee Schedule, available at <https://www.ufcu.org>, for any fees charged for stopping payments.

**Notice of Varying Amounts.** If preauthorized recurring payments may vary in amount, the person you are going to pay should tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments in a manner described herein three (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.

**OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.** 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 or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer;
- If the funds in your account are pledged as collateral for a loan or frozen because of a delinquent loan or other reason;
- If the transfer would go over the credit limit on your overdraft line;
- If you used your card or access code in an incorrect manner;
- If the ATM where you are making the transfer does not have enough cash;
- If the error was caused by a system of any participating ATM network;
- If the ATM, POS terminal, telephone access system, Home Banking or Bill Pay system or other electronic service was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; and
- Any other exceptions stated in any of our agreements with you or which may be amended in the future.

**BILLING ERROR RESOLUTION** *(does not apply to international remittance transfers):*

In case of errors or questions about your electronic transfers, contact us at the number or address listed below as soon as you can and include the information listed below. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared.

By Telephone: (512) 467-8080 or (800) 252-8311. By U.S. Mail: P.O. Box 9350, Austin, TX 78766.

- Tell us your name and account number;
- 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; and
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. In order to fully investigate your complaint, we may ask you to provide additional information to the extent allowed by law. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) 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 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 credit your account. If a notice of error involves an unauthorized transaction on your Visa Debit Card, other than a cash disbursement at an ATM, we will provide provisional credit to your account within five (5) business days of your notification so you will have use of the money during the time it takes us to complete our investigation. However, we may delay

providing provisional credit if the circumstances or account history warrants the delay, in which case we will provide provisional credit within ten (10) business days. You may ask for copies of the documents that we used in our investigation. See the Fee Schedule, available at <https://www.ufcu.org>, for any fees associated with such copies.