

# Centric Federal Credit Union Terms, Conditions, and Disclosures FlexTeller Internet Banking and iPay Bill Pay Service

#### (READ THESE TERMS AND SCROLL DOWN TO THE BOTTOM OF THE PAGE TO ACCEPT)

#### Electronic Delivery of Disclosures, Notices, and Responses

You have requested Centric Federal Credit Union Online Banking or Centric Federal Credit Union Online Banking with Bill Pay Service. We are required by Law to provide certain information to you when you sign up for the Service. This information includes the initial disclosure required by the Electronic Funds Transfer Act and Regulation E (jointly EFTA). We require that you receive that information electronically in order to enroll for the Service.

In addition, while you are a subscriber to this Service, there may be other disclosures, notices, or other communications we are required to give you pursuant to EFTA, depending on the circumstances. This includes any notice we are required to provide pursuant to EFTA if we make changes to the Service, as well as any responses we are required to provide to you if you assert that an error or unauthorized transaction has occurred in connection with the Service. In order to continue enjoying the benefits of the Service, we require that you be willing to receive any disclosure, notice, or other communication required pursuant to EFTA electronically.

If we provide a disclosure, notice, or other communication to you electronically that we are required to provide to you under EFTA, upon request, we will provide a copy to you at no additional cost.

# Withdrawing Consent to Electronic Delivery

You may provide us notice that you are no longer willing to accept this information electronically. If you withdraw your consent your subscription to the Service may be terminated automatically. If you wish to withdraw your consent, you may do so by contacting the Member Services Department at (318) 340-9656.

# Consent and Acknowledgement

This consent applies to the Service and any accounts, which you register to use with the Service. By accepting this notice, you are acknowledging receipt of this notice and are agreeing to accept the disclosures and other information electronically as described above and accepting the following:

- Acknowledging receipt of the Notice and Consent regarding Electronic Communications Home Banking / Home
- Banking with Bill Pay Service;
- Confirming you are able to access and retain this information provided electronically.
- Consenting to receipt of the disclosures and other information electronically as described above, and:
- Agreeing to the Terms and Conditions for Home Banking with Bill Pay Service.

This Agreement and Disclosure (Agreement) contains important information and guidelines for using Centric Federal Credit Union Home Banking and Bill Payment Service. You should read all of the information contained herein. These are the current terms of your Agreement with Centric Federal Credit Union for accessing your accounts and making use of other services via Home Banking and Bill Payment Service. By using the Service, or authorizing others to use it, you agree to these terms. Centric Federal Credit Union may amend these terms from time to time. You will be notified of any amendments that affect your rights or obligations. Each of your accounts at Centric Federal Credit Union, which are accessed by the Service, continue to be governed by the applicable Membership and Account Agreement, State and Federal Regulations relating to Deposit Accounts, Electronic Fund Transfer Agreement and Disclosures, and the Rate and Fee Schedule Disclosure.

#### Definition of Terms

As used in this Agreement, the following words have the meanings given below:

- "Bill Pay" means Home Banking with Bill Pay Service
- "Business Day" means Monday through Friday, except Federal Holidays, Saturday, and Sunday
- "Transaction Account" means a share draft checking account owned by a member
- "Initiation Day" means Monday through Friday, except if the calendar day is a Federal Holiday
- "Law" means Federal Law and Regulation applicable to the Service
- "Payee" means the approved individual, merchant or institution you wish to pay using the Bill Pay Service
- "Payment" means instructions for a transfer of funds to a Payee whether by electronic transfer or check
- "Payment Processing Day" means Monday through Friday, whether we process your Payment by electronic transfer or check
- "Share Draft Checking Account" means the account designated for Bill Pay transactions
- "Service(s)" means the Home Banking Service or Home Banking with Bill Pay Service for which you have applied
- "Username", "Password", "Pin" means the Centric Federal Credit Union access codes assigned or selected by you
- "We", "Us", and "Credit Union" means Centric Federal Credit Union
- "You", "Yours", "Depositor", and "Account Holder" means each person who applies to use Home Banking and Home Banking with Bill Pay Service

# Computer Equipment and Software

You will need computer hardware and software sufficient to enable you to access the Internet. You will need to have an Internet service provider and a browser that is SSL compliant (128 bit encryption) which includes Microsoft Internet Explorer 6.0 or greater or Netscape Navigator 6.2.3 or greater.

You are responsible for the installation, maintenance, and operation of the computer and browser software. The risk of error, failure, or non-performance is our risk and includes the risk that you do not operate the computer and software properly. We are not responsible for any loss, damage or injury, whether caused by your equipment of software, the services, or any technical or editorial errors contained in or omissions from any user guide related to the services. We will not be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software or the services, except where the law requires a different standard.

#### Unavailable, Delayed, or Inaccurate Account Information

Centric Federal Credit Union strives to provide complete, accurate, and timely account information through the Service. However, unless otherwise required by Law, we will not be liable to you if any such information is unavailable, delayed, or inaccurate. With respect to electronic funds transfer problems; such as unauthorized transfers or the credit union=s failure to properly complete authorized transfers, the extent of our liability is described in this Agreement.

#### **New Services**

We may, from time to time, introduce new services or enhance the existing services. We will notify you when these new or enhanced Services are available. By using these services when they become available, you agree that they will be governed by these Terms, Conditions, and Disclosures as well as any additional terms, conditions, and disclosures we provide to you.

# Signing Up For Home Banking Including Bill Payment Service

To use Home Banking you must have an account with Centric Federal Credit Union that is in good standing. **To use the Bill Payment Service you must have an active share draft checking account**. You can activate Bill Payment by clicking on the link provided. You will be asked for your "logon" information with Centric Federal Credit Union. To obtain the "logon" information you will need to contact Centric Federal Credit Union to establish this information.

# Passwords and Personal Identification Numbers (PINS)

We are committed to the security of our member's accounts and account information. However, you must also take every precaution to ensure the safety, security, and integrity of your accounts and transactions provided on the Service. your Username, Password, Personal Identification Number (PIN), or Password Clue which allows access to your

accounts and other services provided herein. Providing this information to another person effectively constitutes a grant of authority to access your accounts for all purposes including without limit, under the Electronic Funds Transfer Act and Regulation E; such authorization shall continue until you have notified in writing that such person is not authorized to act with regard to your accounts and the Service.

A Username, Password, PIN, and Password Clue are reasonable and are designed to authenticate your transactions and those transactions which you authorize others to conduct for you. You agree that you will not disclose, and will prevent the disclosure of your Username, Password, PIN, and Password Clue. If the confidentiality of your Username, Password, PIN, or Password Clue is compromised you shall notify us immediately by calling us at 318-340-9656. In the event your Username, Password, PIN, or Password Clue have been compromised you will be required to establish a new code(s). You assume sole responsibility for maintaining your Username, Password, PIN, and Password Clue.

# Scope of Services

#### Home Banking Service

- View share and account balances.
- · View loan and account histories.
- View loan summary detail (current through date viewed).
- Transfer money within your credit union account.
- View paid checks.
- · View deposits made to your account.
- Print copies of paid checks.
- Download account history.
- Use the Message Center feature to receive and send messages to the credit union.

#### Bill Payment Service

- Use the Add/Edit Merchants feature to create and edit a list of merchants to receive payments.
- Use the Pay Bills feature to schedule payments for your bills. You select the payment amount and processing date for each payment. Payments will be deducted from your share draft checking account.
- Use the Pending Payments feature to verify that payment information you have entered is correct, make any required corrections, or cancel a payment. Pending Payments cannot be used to correct or cancel a payment that has already been sent. Once a payment has been sent, it will no longer appear on the Pending Payments screen.
- Payments not on the pending screen cannot be stopped.
- Use the Message Center feature to receive and send messages.
- Use the View Payment History feature to review payments over a specific time period, not to exceed 90 (ninety) days.

All payments will be processed against your share draft checking account.

You authorize us to use iPay Solutions from ProfitStars, or its authorized agents to provide the Service to you on our behalf.

#### Payment of taxes or court directed payments via the Service is prohibited.

Funds will arrive at your targeted Merchant or financial institution as close as reasonably possible to the due date designated by you in your payment instruction (Payment Date). Subject to the Terms, Conditions, and Disclosures set forth in this Agreement, you authorize us, and any third party acting on our behalf, to choose the most effective method to process your payment, including without limitation, electronic, paper or other means. For each properly instructed payment to an eligible Merchant or financial institution, you will receive a transaction accepted message.

The Payment Date indicated by you must always be a business day (as previously defined). If it is not, the Payment Date will be deemed to be the first business day following the date indicated.

<u>Unless you receive a completion notice that the transaction was accepted successfully, we will not be liable for any failure to make a payment, including any finance charges or late fees incurred as a result.</u> Your Payment Date should always be on or before the Merchant or financial institution Due Date, not the Late Date or Grace Period. Since the time for us to process your payment varies according to the particular Merchant or financial institution, you must become familiar with the payment processing time for each Merchant or financial institution you desire to pay, allowing the appropriate number of business days between the days you input your payment instruction and the Payment Date.

Subject to the limitation discussed below, if you follow the procedures described in the agreement for payments, and you are assessed a penalty or late charge, we will reimburse you for that late charge or penalty up to a maximum of fifty dollars (\$50.00). We will not be liable with regard to any Deposit Account or the Service, for instance, if: through no fault of ours,

you do not have enough available funds in your Deposit Account to make the payment or transfer; circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transaction despite reasonable precautions taken by us; your computer, the telephone lines, or the credit union's computer systems were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or; the funds in your Deposit Account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; the information supplied by you or a third party involving the Deposit Account, Payment or Transfer, is incorrect, incomplete, or untimely; we have a reasonable basis for believing that unauthorized use of your Username, Password, or PIN, or account has occurred or may be occurring; the Payee does not process a Payment promptly or correctly, or for any other reason specified in this Agreement.

You agree to allow at least 6 (six) Business Days between the Initiation Day you schedule a Payment to be initiated, if the Payment will be completed by check, and the Payment due date or date you wish the Payee to receive the Payment. You must allow at least 3 (three) Business Days between the Initiation Day you schedule a Payment to be initiated, if the Payment will be completed by electronic transfer, and the Payment due date or date you wish the Payee to receive the Payment.

In the event that you do not comply with the terms and conditions set forth in this Agreement, or in the event that your payment instruction is not made in time for us to process your payment prior to the Due Date required by a particular Merchant or financial institution, you will be liable for all penalties and late fees imposed, and we will not be liable for any such penalties or fees.

Without limiting the foregoing the credit union shall also not be liable for late charges, interest, penalties, or other amounts incurred by any depositor for the depositor=s failure to allow sufficient time for processing and delivery of any Payment(s) so long as the credit union has complied with the provisions of this Agreement.

Unless otherwise required by Law, the credit union will not be liable to you under any circumstances for special, indirect, or consequential damages, including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

We reserve the right to refuse to make any payment, but will notify you of any such refusal within two (2) business days following receipt of your payment instructions.

#### Account Alerts

The Account Alerts service is a tool for managing accounts. However, Account Alerts should not be relied upon solely for account information. Although Centric Federal Credit Union makes every effort to ensure alerts are delivered as expected, there are conditions that may make the alerts unreliable such as, but not limited to: spam filters, relay detectors, inaccurate or obsolete email addresses, network or system failures, etc. Centric Federal Credit Union recommends that the service be tested prior to regular use to identify any limiting conditions that may be present. Centric Federal Credit Union does not guarantee the delivery of any account alert. If you have any questions regarding this service, please contact Centric Federal Credit Union customer service at 318-340-9656.

### Service Availability

The Service is generally available any time, day or night, seven days a week, by signing on to the Home Banking and entering your Username and Password. You may sign in initially by using your Primary Member Account Number and the temporary password that you selected. But you must select a new password, and thereafter, use, a Username and Password created and known only by you.

The Service may be unavailable from time to time for scheduled maintenance. There may also be unscheduled down time, but we will work to minimize such interruptions in Service.

#### Electronic Mail

Regular Electronic Mail (E-Mail) communications may not be secure. We, therefore, request that you do not send us or ask for sensitive information via any E-Mail system. If you wish to contact us electronically, please use the Centric Federal Secure Message Center located in the Home Banking and Bill Pay Service. You may access by clicking on the "question mark" next to any Transaction. You agree that Centric Federal Credit Union may respond to you by use of the Centric Federal Secure Message Center with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer. Any message sent to you Centric Federal Credit Union shall be considered received on the earlier of the date you open the response or within three (3) days of the date sent, regardless of whether you sign on to the Service within that time frame.

#### Limitation

Under no circumstances will we be liable if we are unable to complete any payments initiated in a timely manner via the Services because of the existence of any one or more of the following:

- You have closed the designated Account, or have been removed as a joint owner.
- We have identified you as a credit risk and have chosen to initiate your payments by using a paper draft rather than electronic payment remittance.
- Due to mismanagement of the Account we have terminated your subscription to the Service.
- You have not provided us with the correct information for those Merchants or financial institutions to which you
  wish to direct payment.

# Insufficient Funds and Suspension of Service

In the event we are unable to process a Bill Payment check or electronic payment the transaction will result in a Non-Sufficient Funds. In such event, we will charge all related service fees to you. In the event of repetitive Non-Sufficient Funds, we reserve the right to suspend your subscription to the Service. This suspension may be without prior notice to you. If your subscription is suspended, transactions that were previously initiated may still continue to be processed unless canceled and confirmation of such cancellation is provided. The decision to suspend Service is determined by Centric Federal Credit Union and all inquiries and correspondence relating thereto, including requests for reinstatement, should be directed to Centric Federal Credit Union. If your Service is suspended we will notify you by mail at your listed address.

Centric Federal Credit Union is under no obligation to notify you if it does not complete a transfer because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the transfer or for rescheduling the transfer through the Service. With respect to any negative balance caused by honoring either a paper or electronic payment, you agree to reimburse us within fourteen (14) days after notice is sent to you, for any funds we have already paid to one or more of your designated Merchants or financial institution which we were unable to recover by debit to the Merchant or financial institution.

If you do not pay any amount owed to us when due, the balance will be charged off and reported to TeleCheck and/or ChexSystems and the Credit Bureau. Once reported, this negative information will affect your ability to write checks and will have a negative impact on your credit report.

#### Restrictions and Fees on transfer from Certain Deposit Accounts

Each transfer through the Service from a savings or money market account is counted as one of the limited transactions permitted each statement cycle period i.e. two (2) per month for savings and three (3) per month for money markets, as described in the "Membership and Account Agreement" and "Rate and Fee Schedule". Transfers are not permitted to or from Share Certificates, IRA Certificates, Christmas (Santa Savers) Club, Vacation Club, or IRA Savings.

# Disclosure of Account Information

We will disclose information to third parties about your account or the transactions you make: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, (iii) in order to comply with reporting or other legal requirement (including, for example, legal process); (iv) if you give us your permission; and (v) as otherwise permitted by Law.

# Your Liability for Unauthorized Transfers

If you believe your Username and Password has been lost, stolen or compromised, you should have Centric Federal Credit Union change your Password immediately. Tell us at once if you believe your statement, account or transaction information, or security information has been lost, stolen or compromised. Telephoning is the best way of keeping your possible losses down.

You could lose all the money in your account, as well as your maximum overdraft line of credit if applicable. If you tell us within two (2) business days, you can lose no more than fifty dollars (\$50.00) if someone used your security information without your permission.

If you do not tell us within two business days after you learn of the loss or theft of your security information, and we can prove we could have stopped someone from using your security information without your permission if you had notified us, you could lose as much as five hundred dollars (\$500.00).

If your statement shows transfers that you did not make, tell us at once. If we do not receive notification from you within sixty (60) calendar days after the statement date, you may not be entitled to any type of account re-credit for lost funds. 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. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we determine we need this extra time, we will provisionally credit your account with ten (10) Business Days for the amount you think is in error. 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. 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 we used in our investigation.

As a member using the Home Banking or Home Banking with Bill Pay Service, you agree that the credit union may respond to you by the Centric Message Center with regard to any claim or error or unauthorized electronic funds transfer or any question related to the Services. You will be deemed to have received any such message within three (3) days of the date sent by the credit union, regardless of whether you sign on to the Service within that time frame.

#### **Customer Service Information**

Questions regarding home banking or bill payment problems should be directed to Centric Federal Credit Union, Home Banking Services, (318) 340-9656 during business hours of 8:00 AM to 4:30 PM Central Standard Time, Monday through Wednesday and 8:00 AM to 5:30 PM Central Standard Time, Thursday and Friday. Mail may also be addressed to:

Centric Federal Credit Union Attn: Member Services Department PO Box 2456 West Monroe, LA 71294-2456.

Additionally, you may send a message to Centric Federal Credit Union direct from the Centric Federal Secure Message Center.

#### Statements

All payments and transactions made via the Services will be listed on your monthly account statement that you receive from Centric Federal Credit Union.

#### Fees and Charges

As outlined in Centric Federal Credit Union "Rate and Fee Schedule" the following fees are applicable to the Bill Payment Service:

Bill Payment Fee FREE

Non-Sufficient Fee \$ 28.00 per returned item

Stop Payment Fee FREE

Bill Payment Photocopies \$ 15.00 per item