

## Richmond Community Federal Credit Union CU@HOME (Home Banking) Agreement

The credit union's CU@HOME (Home Banking) product is an additional "electronic" service provided for the convenience of our members. This agreement defines Your and the Credit Union's rights and responsibilities with respect to transactions. You understand that all agreements and rules and regulations applicable to your accounts and account services, as set forth in your Membership and Account Agreement and otherwise, remain in effect and apply to this agreement, except as specifically modified herein. This agreement governs to the extent that there is any conflict. You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records contact us at the address or telephone number listed.

This agreement between you and the credit union governs the use of our CU@HOME (Home Banking), and other applicable "on-line services", which are electronic services that permit credit union members to apply for and/or to access a number of financial services through the use of personal computers. Accounts and services provided by us, which you access through the CU@HOME (Home Banking) may also be governed by other provisions of the Membership and Account Agreement. To provide these services, we may contract with one or more third parties from time to time. The credit union reserves the right to change vendors from time to time, without notice to you. By applying for any of these services, use of any services, or continued use of these services, you consent to our use of vendors and our sharing of information about you with vendors. You may be required to make transactions directly with or through vendors in order to use these services.

You understand that by signing an application, completing and submitting an application on-line, using or continuing to use these services, you agree to the terms and conditions of this Agreement.

**Equipment and Software Requirements:** To receive electronic records and to access our CU@HOME (Home Banking) you will need the following components:

" Personal Computer with Internet capability

" Compatible modem with phone line attached or DSL

" Netscape 4.7 or higher, Microsoft Internet Explorer 5.0 or higher, or America Online 5.0 or higher. \*Note\* Screens may not function correctly if a different browser is used (for example, WebTV).

" Optional personal financial management software (for example, Microsoft Money or Intuit Quicken)

By requesting any electronic funds transfers, CU@HOME (Home Banking), other electronic services or transactions, by submitting any application or agreement to us electronically, or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic records we provide to you.

**Virus Protection:** We are not responsible for any electronic virus or viruses that you may encounter. The credit union suggests that you routinely scan your PC and diskettes using a reliable virus protection software product to detect and remove any viruses found. An undetected or un-repaired virus may corrupt and/or destroy your programs, files and even your hardware.

**Electronic Signature:** You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the credit union.

**Electronic Records:** To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry of the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

**E-mail and Facsimile communications:** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application and Signature card, or any other application or written communication actually received by us.

Any account owner, co-borrower, or authorized user may change the e-mail address for statements or other information from us at any time.

Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the credit union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

Further, the credit union may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. If you need to contact the credit union immediately regarding an unauthorized transaction, stop payment request, or otherwise, you may call the credit union at the telephone number listed.

You expressly consent and agree to us, our agents or any parties we authorize sending and your receiving any communications hereunder by facsimile or other electronic methods including any offers for credit union, affiliate, or third party services and/or products.

**Links to other Sites:** Our website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by the credit union of the contents on such third-party website. Credit Union is not responsible for the content of linked third-party sites and does not make any representation regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk.

**Services:** The following are examples of what you can do using our CU@HOME (Home Banking).

- \* Transfer funds between checking and savings accounts.
- \* Withdraw funds from your savings and checking accounts.
- \* See a summary of your accounts
- \* Make transfer payments to Loans with the credit union with funds transferred from checking and savings accounts.
- \* Get account information and/or statement update for checking, savings, or loan accounts.
- \* Receive and send electronic messages to the credit union.

**Applying for additional accounts and services:** All orders, transfers, transactions, applications and communications received by us through this service shall be treated as if made in writing and signed by you. We will send a written confirmation to you, which in our discretion may be sent via e-mail, when required by applicable law.

**Fees and charges for CU@HOME (Home Banking):** There is no fee or charge for our CU@HOME (Home Banking).

**Changes in terms/fees:** The credit union may change its CU@HOME (Home Banking) and the terms, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. Your use of these services after any such change will evidence your agreement to any changes.

**Cancellation:** This agreement will remain in effect until you or the credit union terminates it. You understand that you may cancel this agreement at any time by notifying us electronically, by mail, by phone, or at any one of our branch locations.

The credit union may cancel this agreement and terminate your use of any services for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so.

**Limit of credit union's and other provider's responsibility:** The credit union agrees to make reasonable efforts to ensure full performance of our CU@HOME (Home Banking). We will be responsible for acting only on those instructions sent through our CU@HOME (Home Banking), which are actually received and cannot assume responsibility for malfunctions in public communication facilities not under our control that may affect the accuracy or timeliness of messages you send.

NEITHER THE CREDIT UNION NOR ANY SOFTWARE SUPPLIER MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE CREDIT UNION'S CU@HOME (Home Banking) SOFTWARE OR SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

We do not and cannot warrant that CU@HOME (Home Banking) will operate without errors, or that any or all CU@HOME (Home Banking) services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to CU@HOME (Home Banking), including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the credit union and its affiliates exceed the amounts paid by you for the services provided to you through CU@HOME (Home Banking).

**Further we will not be liable for losses:**

1. If your telephone, PC or CU@HOME (Home Banking) were not working properly and the equipment failure should have been apparent to you when you attempted to authorize a transaction.
2. If you have not given us complete, accurate or current account numbers or other identifying information so that the credit union can properly complete a transaction.
3. If you have not properly followed the CU@HOME (Home Banking) instructions or have provided us with wrong or inaccurate information.

**Assistance with e-Service (Home Banking):** If you need assistance with the credit union's CU@HOME (Home Banking) or if you need to communicate with us, you can contact us at the phone number or address listed.

**Access Code:** You must use your Access Code to log onto our CU@HOME (Home Banking) for the initial sign on. You may continue to use this Access Code to access the CU@HOME (Home Banking), or you may change your Access Code at any time. You agree not to give or make available your Access Code or other means to access your account to any unauthorized individuals. You are responsible for all transactions you authorize using CU@HOME (Home Banking). If you permit other persons to use the CU@HOME (Home Banking) or other means to access your account, you are responsible for any transactions they authorize. If you believe that your Access Code has been lost or stolen or that someone may attempt to use the CU@HOME (Home Banking) without your consent or permission you must contact us immediately at the address or telephone number listed. When using the credit union's CU@HOME (Home Banking), you must, when prompted, enter your Access Code and any other requested information. By entering the correct information you will have direct access to your credit union accounts.

**Electronic Funds Transfers Agreement and Disclosures:** The Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Richmond Community Federal Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT

services offered. Full disclosure of EFT services is included in your Membership & Account Agreement.

The following disclosures and terms will also govern your CU@HOME (Home Banking) relationship with the credit union:

**Termination and Amendment:** The credit union reserves the right at any time to terminate your right to make transactions without prior notice to you. If law requires notification, notice will be mailed to you at the address shown on the credit unions' records. It is the obligation of each member to provide new addresses to the credit union.

**Joint Owners/Authorized Users:** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in the Agreement. Each joint account owner, without the consent of any other account owner, may and hereby is authorized by every other joint account owner to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners and the credit union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner. "Authorized User" means any person who has actual, implied or apparent authority, or who any owner has given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you authorize anyone to use your access devices, the authority shall continue until you specifically revoke such authority by notifying the credit union. If you fail to maintain the security of these access codes and the credit union suffers a loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

**Access Device Revocation:** Any Access Device issued by the credit union or its agent may be revoked without notice to you in the event that any of the following conditions occur:

1. Overdrafts occur as a result of insufficient or uncollected funds on an account.
2. Any transaction that occurs on your account(s) which results in a monetary loss to the credit union.
3. Loan, VISA® or other delinquency with the credit union.
4. Forced closure of savings or checking account at the credit union due to misuse.
5. Special balance requirements, if any, are not maintained by the member.
6. Any other situation in which the credit union deems revocation to be in its best interest.

**4. Limitation or frequency and dollar amounts of transactions:** You may make any number of transactions between your accounts or from your accounts as long as you stay within your available balance of collected funds and you observe the limitations on dollar amounts of transactions. For security reasons, you may be limited to the number of transactions you can make on a given day, whether or not you have withdrawn your maximum dollar amount. Transfers from a savings account or combined savings/checking account to another account or to a third party by pre-authorized, authorized, or telephone transfer are limited to six (6) per month

as explained in your Membership Agreement with us, the terms of which are incorporated by reference.

**5. Liability for failure to make a transaction:** If the credit union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the credit union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:

1. You do not have enough money in your account to make the transaction through no fault of ours.
2. The system you were using was not working properly and you knew about the breakdown when you started the transaction.
3. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
4. The funds in your account are subject to legal process or other similar encumbrance.
5. The transaction would exceed one of the established limits contained in this Agreement or by other credit union agreements.
6. Access to your account has been blocked after you have reported your Access Code or other access device has been lost or stolen.

**Information Disclosure:** We will disclose information to third parties about your account or the transactions you make: (1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.

**Business Day Disclosure:** Although our CU@HOME (Home Banking) is available 24 hours per day, our business hours are 8:30am - 4:00pm on Monday, Tuesday, and Thursday; 8:30am - 1:30pm on Wednesday; 8:30am - 6:00pm on Friday.

**Notices:** All notices from us will be effective when we have mailed them or delivered them to your last known address in the credit union's records. Notices from you will be effective when received by the credit union at the address specified in this Agreement. We reserve the right to change the terms and conditions in which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the credit union account and any future changes of those regulations.

**Inappropriate Transactions:** You warrant and agree that you will not use any credit union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. The credit union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us) under applicable law, including but not limited to any transaction involving or relating to any gambling activity. You agree that the credit union will not have any liability, responsibility or culpability whatsoever for any such use by you or an authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the credit union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.



lost after the sixty (60) days. If records prove that we could have prevented the loss of funds and you failed to contact us within the time frame, then you may not receive a refund.

We reserve the right to extend the time periods if the credit union feels it necessary.

**Reporting a lost/stolen Access Code:** If you believe that your Access Code has been lost or stolen or that someone has made a transaction or may make a transaction that is not authorized, you agree to immediately notify us. You can contact us at the telephone number or address listed.

**Controlling Law and Users Responsibilities:** Our web site and the electronic services that we provide (excluding linked sites) are controlled by the credit union from its principal offices within the State of Georgia, which law governs this Agreement. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations.

**Enforcement:** In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by either party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the credit union is located, if allowed by applicable law.

**Contact Information:** Call or write us regarding your CU@HOME (Home Banking) at:

Richmond Community Federal Credit Union  
P.O. Box 15  
Gracewood, Georgia 30812-0015  
(706) 790-1776 Or (877) 681-1055

