

HCCU
HOME BANKING SERVICES AGREEMENT

The Credit Union's Home Banking and Bill Payment Services are additional "electronic" services provided to increase the convenience of services to our members. This Agreement supplements the other terms and conditions set forth in the Credit Union's Membership Booklet, Membership and Account Agreement and Disclosures and therefore, governs to the extent that there is any conflict. To use the Credit Union's Home Banking Services, you must use a personal computer or other device with the capacity to interface by modem or otherwise with the Credit Union's or the Credit Union's agent's system. The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with the Credit Union's system, and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions.

*When using the Credit Union's Home Banking Services, you must, when prompted, enter your Home Banking Personal Identification Number ("PIN") and any other requested information. By entering the correct information you will have direct access to your Credit Union accounts. You should carefully review paragraph **K.** of this Agreement regarding security and your PIN.*

A. What this Agreement Covers.

This Agreement between you and the Credit Union governs the use of our Home Banking, Internet Bill Payment Services (together referred to herein as "Home Banking" or "Home Banking Services"), 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 "Home Banking Services," may also be governed by other provisions of the Membership Booklet. To provide these services, we may contract with one or more third parties from time to time. HCCU 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 your personal information about you with vendors. You may be required to make transactions directly, with, or through vendors in order to use these services.

B. Acceptance of the Agreement.

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.

C. Services.

The following are examples of what you can do using our Home Banking Services. Some of these services may require an account linked to a valid Credit Union Access Device (such as a Debit Card).

- *Set up payments, add/change/delete payees, see past payments; see, change or cancel future payments.*
- *Transfer funds between checking, savings and loan accounts.*
- *See a summary of your accounts.*
- *Transfer funds from Line of Credit Loans and Home Equity Line of Credit Loans into your savings or checking account.*
- *Make transfer payments to Line of Credit, Personal Loan, Auto Loan, and Mortgage 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.*
- *Access information about the Credit Union, our products and services, and other items of general interest.*
- *Receive and send electronic messages to the Credit Union. You understand that we may not immediately receive e-mail communications that you send and will not take action based upon e-mail requests until we actually receive your message and have reasonable opportunity to act. If you need to contact the Credit Union immediately, you may call the number listed in Paragraph N, and ask for the department you need. You understand that we may require that you document any oral request in writing before taking some actions.*

D. 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.

E. Transfers and Bill Payments.

When you order a transfer of funds between your Credit Union accounts, a transfer of funds to another person, or payment of a bill or other item (together referred to as "payment"), you authorize a withdrawal of the necessary funds from the account you designate. You agree that you will make a transfer or payment only when a sufficient balance is or will be available in your designated account at the time of your order. There is no obligation to act on any withdrawal instruction from you if sufficient funds, including overdraft lines of credit, are not available in the account you designated. In addition, any instruction involving a situation where you do not have sufficient funds will be deemed an "insufficient funds transaction" pursuant to your other agreements with us. You should allow five (5) to seven (7) business days for a written payment order to be sent and processed; and three (3) to four (4) business days for a payment order via ACH transfer to be sent and processed.

The Credit Union, at its option, will make payments either by electronic funds transfer or by mailing a check. In the case of payments made by a check, the money is taken out of your account within one (1) to two (2) business days from the date you specified when you gave us your instructions. Payments scheduled on a Saturday, Sunday or holiday will

be debited from the account within one (1) to two (2) business days.

In the case of electronic payments, the money is taken out of your account within one (1) to two (2) business days from the date you specified when you gave us your instructions. Payments scheduled on a Saturday, Sunday or holiday will be debited from the account within one (1) to two (2) business days.

Payments excluded from Bill Pay

You may not make electronic Bill Pay Payments to the following entities, Government entities for the purpose of paying taxes, child support, fines, fees or other court appointed payments, collection agencies, and payees outside the United States. Payments to government entities for utility services such as water and sewer are permitted.

The Credit Union is not responsible for postal delays or processing delays by the payee.

If you are delinquent on any obligation owed to the credit union, no payment will be made.

Stop Payment Procedures:

Once you have set up a payment, you can delete the payment, revise the amount or the due date online, until the payment is showing pending. After the payment has been processed, you must contact the credit union at the phone numbers listed in Schedule N. There is a fee for stopping payment after the payment has been processed.

In situations where it is apparent that the payment is going or has gone to the wrong address, wrong payee, etc., we will accept stops and reissues immediately. Electronic payments cannot be stopped. The Stop Payment Fee will be applied whenever any bill payment is stopped by you because the payee address was incorrectly submitted by you, or because you request a refund on a check payment that has not yet cleared. The Stop Payment fee will not be assessed if the payment is stopped by us due to a processing error, the payment was not posted by the payee even though the payee address was correctly submitted by you, or if the payment check was lost in the mail.

Insufficient Funds Procedures:

If there are insufficient funds available in your designated account on the day a payment is scheduled to be debited from your account, no transactions will be made, however an NSF fee will be charged to your account.

You can set up or cancel a future payment from your Credit Union account by using the Credit Union's Home Banking Services or by calling us at the phone numbers listed in Schedule N.

F. Fees and Charges for Home Banking Services.

A fee is charged for Bill Payment Services. This fee will be deducted monthly from your Credit Union checking account around the fifth (5th) business day starting in the month after you begin receiving these services. Fees are not pro-rated if you sign up during any

billing period. The fees for these services are as follows:

Monthly Home Banking Access Fee	No Cost
Bill Payer Service	No Cost
Insufficient Funds Fee with HCCU	\$35.00
Insufficient Funds Fee with Bill Payer	\$35.00
Stop Payment Fee	\$35.00
Photocopy of Bill Payer Payment	\$3.00

G. Changes in Terms/Fees.

The Credit Union may change its Home Banking Services 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.

H. 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.

I. Limit of Credit Union's and Other Providers' Responsibility.

The Credit Union agrees to make reasonable efforts to ensure full performance of our Home Banking Services. We will be responsible for acting only on those instructions sent through our Home Banking Services 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.

In the absence of negligence on the part of the Credit Union, neither the Credit Union nor any software supplier is responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of these services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states the liability of the Credit Union or software suppliers is limited to the extent permitted by law.

NEITHER THE CREDIT UNION NOR ANY SOFTWARE SUPPLIER MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE CREDIT UNION'S 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.

Further, in addition to the exceptions set forth in Paragraph M, we will not be liable for losses:

- 1. If your telephone, PC or Home Banking Services 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 a merchant institution or the credit union can properly complete a transaction.*
- 3. If you have not properly followed the Home Banking Services instructions or have provided us with wrong or inaccurate information.*
- 4. If you fail to notify us of any inaccuracy in any merchant list that has been set up for your account(s).*
- 5. If you receive notice from a merchant or institution that any payment you have made through our Home Banking Services remains unpaid, and you fail to notify us of this fact within five (5) calendar days from the date you receive any such notice.*
- 6. If the payee was a merchant or institution you are not permitted to designate.*
- 7. If you do not set up the payment soon enough for payment to be received and credited by the payee by the due date.*
- 8. If the payee does not credit your payment promptly or properly after receipt.*

J. Assistance with Home Banking Services.

If you need assistance with the Credit Union's Home Banking Services or if you need to communicate with us, you can contact us at the phone number or address in Paragraph N.

K. Personal Identification Numbers and Security.

Home Banking Services: You must use your Home Banking Personal Identification Number ("PIN") to log onto our Home Banking Services for the initial sign on. You agree not to give or make available your PIN or other means to access your account to any unauthorized individuals. You are responsible for all transactions you authorize using Home Banking. If you permit other persons to use the Home Banking Service or your Bill Payment PIN or other means to access your account, you are responsible for any transactions they authorize. If you believe that your PIN has been lost or stolen or that someone may attempt to use the Home Banking Services without your consent or permission you must contact us immediately at the address or telephone number in Paragraph N.

Internet Bill Payment Service: *You must be approved for the Bill Payer Service. You will be notified electronically of application status. Fully accepted registrants will receive an activation e-mail within 1-3 days of the application having been accepted by the Credit Union. This e-mail does not contain sensitive information such as User ID or password. The e-mail notifies the registrant that the bill payment icon has now been activated within their Internet Banking session. To access Bill Payment, the registrant*

logs into Internet Banking and clicks on the Bill Payment icon.

L. What are the Requirements to use Credit Union Home Banking?

To use the Credit Union's home banking services, you must use a personal computer with the capacity to interface by modem or otherwise with the Credit Union's or the Credit Union's agent's system.

M. Electronic Funds Transfers Agreement and Disclosures.

The following disclosures and terms will also govern your Home Banking and Internet Bill Payment Services relationship with the Credit Union:

1. **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 notification is required by law, notice will be mailed to you at the address shown on the Credit Union's share account records. It is the obligation of each member to provide new addresses to the Credit Union.*
2. **Access Device/PIN Revocation.** *Any Access Device or PIN 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 a share or share draft 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.*
3. **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 Share Savings Account or combined Share/Share Draft 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.*

Right to Documentation.

Periodic Statements. *You will receive a monthly account statement from us for your share draft accounts, unless there are no transactions in a particular month. In any case,*

you will receive an account statement on all accounts at least quarterly.

4. ***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 transaction exceeds the credit limit on your overdraft line.*
 3. *The system you were using was not working properly and you knew about the breakdown when you started the transaction.*
 4. *Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken. 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 PIN or other access device lost or stolen.*
5. ***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.*
6. ***Business Day Disclosure.*** *Although our Home Banking Service is available 24 hours per day, our normal business hours are 9:00 a.m. to 4:00 p.m. on Monday – Friday, however, depending on the location our branches may open and close at different times. Please refer to our web site for a complete listing of locations and hours of operation.*
7. ***In Case of Errors or Questions about Transactions.*** *Contact us at the telephone number or address listed in Paragraph N. as soon as you detect an error or have a question concerning your statement or receipt. You must contact us within sixty (60) days after we send the FIRST statement on which the problem or error appeared; and you must provide us with the following information:*
 1. *Your name and account number;*
 2. *Describe the error or transaction 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*
 3. *Tell us the dollar amount of the suspected error.*
 - 4.

If you contact us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will notify you of the results of the investigation within ten (10) business days after we hear from you, and will correct any error promptly. However, if additional time is required, we may take up to forty-five (45) days** to investigate your complaint or question. If additional time is required, we will provisionally credit your account within ten (10) business days* for the amount in question. If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) business days, we have the option not to provisionally credit your account.*

If we decide there was no error, you will be notified within three (3) business days. You may request copies of the documents used in our investigation. Expenses incurred by the Credit Union to research disputed transaction(s) shall be paid by you when such transaction(s) are proven to have been authorized by you or made by an unauthorized user. Further, once the investigation concludes no error has occurred or that the disputed transaction(s) was authorized, you will be responsible for repayment of any provisionally credits to your account(s). The credit union reserves the right to debit such amounts and/or place sufficient holds on your accounts to recover such funds.

**If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days as indicated above.*

***If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a Point of Sale transaction, or notice of an error involving a transaction initiated outside the United States, its possessions or territories, we will have ninety (90) days instead of forty-five (45) days.*

- 6. *Your Liability for Unauthorized Transaction:*** *Contact us immediately if you believe your PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Contact us at the telephone number or address listed in Paragraph N. You could lose all available funds in your account(s) (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your PIN without your permission.*

If you do NOT notify us within two (2) business days after you learn of the loss or theft of your PIN and we can prove we could have stopped someone from using your PIN, you can lose as much as \$500.00.

Also, if your statement shows transactions that you did not make, contact us immediately. If you fail to notify us within sixty (60) days after the statement date; you may not receive any money 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 these time periods if the credit union feels it necessary.

7. **Reporting A Lost PIN or Password.** *If you believe that your PIN or Password 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 in Paragraph N.*

N. Contact Information. *Call or write to us regarding your Home Banking Services at the following:*

*Health Center Credit Union
Attn: Internet Services
1467 Harper St.
Augusta, Ga. 30912
706-434-1638*