



**Online Banking Service Agreement and Disclosure
Bank-Fund Staff Federal Credit Union®
BFSFCU.org**

Effective date 6/26/16

This Online Banking Service Agreement and Disclosure (“Agreement”) contains terms and conditions governing our Online Banking Service (herein called “Online Banking”). You understand that by using any one of the services available through Online Banking, you agree to the terms and conditions applicable to that service as set forth in this and other agreements that may be provided for specific services. This Agreement is in addition to and does not replace the BFSFCU Share Account Agreement as amended.

You agree to accept this Agreement and any updates or amendments thereof through Online Banking in an electronic format. You may download and print this Agreement from your computer if you have the hardware and software described below. You can also save copies to your hard drive or other media for viewing and printing at a later time. Please keep a copy of this Agreement for your records. If you are unable to print a copy or need assistance, please contact Member Services at 202-212-6400 or 1-800-923-7328, via the Secure Message Center in Online Banking, or write to us at:

Attention: Member Services
Bank-Fund Staff Federal Credit Union
1725 I St, NW, Suite 150
Washington, DC 20006-2406 USA

Definitions and Requirements – The following apply to this Online Banking Service Agreement and Disclosure:

The words “we”, “our”, “us”, “Credit Union”, and “BFSFCU®” mean Bank-Fund Staff Federal Credit Union.

“You”, “your” and “user” shall mean each person who enrolls with BFSFCU for Online Banking, authorized users and all account owners if the accounts are joint accounts, jointly and severally, each person who uses Online Banking, and anyone to whom you have given permission to use your User ID and password, or other access codes.

“Online Banking” refers to the Internet based Online Banking service that provides access to your BFSFCU account(s) and other services.

“Billpayer”, subject to additional terms and conditions of the Bill Payment Service to which you must agree, is the online service that provides for the scheduling and payment of bills from your checking account through “Online Banking”.

“Popmoney”, subject to additional terms and conditions of the Popmoney Service to which you must agree, is the online service that allows you to initiate Payment Instruction from your checking account to an account at a U.S. financial institution; and/or receive a payment from another person into one of your personal BFSFCU deposit accounts, in U.S. dollars.

“Account” and “accounts” mean those BFSFCU savings and checking accounts from which you may make withdrawals and transfers through Online Banking. You must have an existing account with us to enable Online Banking. An account also means any of your account(s) to which we may allow access via the service under this Agreement. Only a checking account is eligible for Billpayer and Popmoney privileges. We may make additional accounts available for Billpayer and Popmoney from time to time, as allowed by law.

“User ID” is a member selected alpha-numeric code required in order to use Online Banking. At initial enrollment, your User ID will be your member number; thereafter, you will be prompted to change your User ID.

“Password” is a member selected code used to authenticate access to your accounts.

“Device” includes any number of text-enabled systems, i.e., personal computer, cell phone, PDA, capable of accessing Online Banking and receiving Internet based e-mail messages.

“ISP” is the Internet Service Provider providing access to the Internet from your device.

“Services” means the transactions, inquiries, and all other account features and functions available to you through Online Banking.

“Regulation E Transactions” means transactions governed by the Federal Electronic Fund Transfer Act and Federal Reserve Board Regulation E, made by a natural person whose accounts were established for personal, family or household purposes.

“Alerts” shall mean that feature of Online Banking which enables you to select and receive by electronic mail (“e-mail”) notification regarding specific activity you select affecting your account(s) with BFSFCU, such as balance information, transaction information, messages, and other notices from the Credit Union. The Alert Service is for informational purposes only. Alerts are intended to be a representation of your Account at the time it is sent to you. Alerts do not constitute a Credit Union record or receipt for the Account to which it pertains.

“Electronic Statement Alert” shall mean that feature of Online Banking which enables you to receive by e-mail notification that your periodic statement is available for viewing through Online Banking. You will be prompted to elect Electronic Statements when you

first enroll for Online Banking. By accepting Electronic Statements, you agree to access your periodic Statement(s) of Account online through Online Banking. Your Electronic Statement will contain the same content as the paper version, which includes account balances, transaction activity, electronic fund transfer information, rate summaries, year-to-date interest and dividends, and error resolution contact information. By accepting Electronic Statements, you elect and authorize us, at our discretion, to electronically provide notices that we are required to provide to you under applicable Federal and State statutes and their implementing regulations, as amended from time to time, including but not limited to the Truth in Lending Act, Truth in Savings Act, Fair Credit Reporting Act, Electronic Fund Transfer Act, USA PATRIOT Act, Gramm-Leach-Bliley Act, Home Mortgage Disclosure Act, Fair Housing Act, Equal Credit Opportunity Act, Consumer Leasing Act and Federal Credit Union Act as well as changes to our Share Account Agreement and the Credit Union's bylaws, policies and procedures.

By activating the e-Alerts service, you acknowledge and accept that, although your membership number will be masked, each e-Alert is sent to you without being encrypted and may include your name and specific information pertaining to your Account(s). If unauthorized third parties gain access to your computer or e-Mail device they may have access to this information. Your instructions are neither reviewed nor verified by BFSFCU prior to or following activation of the e-Alerts service.

You acknowledge and agree that your receipt of any e-Alert may be delayed or prevented by factors affecting your Internet Service Provider(s), e-Mail provider(s), cellular phone service provider(s) and other factors outside BFSFCU's control. BFSFCU guarantees neither the delivery nor the accuracy of the contents of each e-Alert. You agree not to hold BFSFCU, its directors, employees and agents liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (i) a non-delivery, delayed delivery, or the misdirected delivery of an e-Alert; (ii) inaccurate or incomplete content in an e-Alert; or (iii) your reliance on or use of the information provided in an e-Alert for any purpose.

“Access Point”, subject to Terms and Conditions to which you must agree, shall mean that feature which provides you with access to your credit card information, such as your credit card eStatement and transaction history; allows you to initiate credit card account inquiries; make payments to your credit card account(s) from your BFSFCU deposit account(s); initiate payments from your BFSFCU credit card account to third parties via check; receive email alerts about your account, and manage your contact information.

“e-Wire”, subject to Terms and Conditions to which you must agree, shall mean that feature which provides you a method to request domestic and international funds transfers, via Online Banking, of available funds from your designated account at BFSFCU for payment to a designated account at another financial institution (herein called “**e-Wire**”), via Fedwire® or a similar transfer system.

“Secure Message Center” shall mean that feature of Online Banking that allows you to communicate securely and directly with the Credit Union. To maintain the

confidentiality of your account information, all questions and comments pertaining specifically to your account should be submitted via this secure feature.

“Community Portal” shall mean that feature of Online Banking which enables you to share experiences, make suggestions and obtain information with the BFSFCU credit union community. Accessing this portal constitutes your agreement to its Terms of Use.

“External Transfers”, subject to an End User Agreement that you must accept, shall mean that feature of Online Banking which enables you to transfer funds from your BFSFCU account, via the ACH network, to another account held in your name or a third party at another financial institution.

“Relationship Manager” shall mean that feature of Online Banking that enables BFSFCU staff to provide, as needed, “real time” live support to members and authorized users. Relationship Manager allows BFSFCU staff to respond to member queries through the Secured Message Center. Relationship Manager enables BFSFCU staff to view the members’ Online Banking sessions and troubleshoot Online Banking processing issues. Troubleshooting may include monitoring data input, providing specific guidance to the member or modifying data to complete a transaction.

“Online Account Opening” shall mean that feature of Online Banking which enables you to establish most savings, checking, and/or certificate account types in your name. You may also open a BFSFCU Visa® Debit Card and access to the Audio Response System (ARS). Any new account you open shall be funded via transfer from an existing account.

Your E-Sign Act Consent – To access Online Banking, you must affirmatively consent (under the E-Sign Act, 15 U.S.C.) to receive information, notices, disclosures, records and other communications electronically. Whether you are an existing or new Online Banking user, your consent must be given in a manner demonstrating your ability to access and view information in the format it will be provided. You affirmatively consent to the terms and conditions contained in this document when you click the accept button at the end of this document. You also evidence such consent when you (or an Authorized Person): log on to Online Banking, establish or change a User ID and Password; complete member identification procedures through the use of Security Questions and Images, SMS text messages or phone call and/or access the Services.

Together, the User ID and Password will act as your legal signature and allow access to the Services. You affirm your consent whenever you Sign-On to Online Banking, gaining access to the Services.

This Agreement and Disclosure is made available to you each time you use this service via a link on the Login pages.

Computer Specifications – To access Online Banking, receive Alerts, Electronic Statements, and disclosures, your computer hardware, software and ISP must meet the following minimum system configuration: Internet Browser that supports 128-bit encryption; a valid e-mail account; Adobe Reader (to view statements and disclosures),

and sufficient hard drive space or other media, i.e. CD or flash drive (if you plan to save statements and disclosures in an electronic format). For mobile devices, you must be able to receive e-mail or text messages. You agree that you have the necessary equipment for accessing, viewing and printing this Agreement.

General Availability – You may use Online Banking almost any time, day or night, 7 days a week by signing on to Online Banking, entering your User ID, password and any other authentication measures for the transaction or service desired. Access may be temporarily unavailable, from time to time, for scheduled routine maintenance or technical difficulties experienced by us or our agents.

Use of and Other Electronic Communications – You agree that we may provide this Agreement, amendments to this Agreement, and other communications regarding transactions, including periodic statements, if you request Electronic Statements, electronically in a format that allows visual text to be displayed on your personal computer or other device. You agree to review these communications when an e-mail message is sent to you. It is your sole responsibility to provide us with your current e-mail address and to notify us immediately of any changes to your e-mail address and other personal contact information so that we may continue to provide you with this important information. If we become aware that your Alerts are returned to BFSFCU as permanently undeliverable, we will terminate the Alert Service. You may re-activate this service at any time. If you have not notified us of any change to your Alert e-mail address, you agree that your failure to provide us with your valid e-mail address for this purpose is a lack of ordinary care on your part. If we become aware that you are not receiving your Alert for Electronic Statements, we will send your next statement via U. S. mail to the last known address of record and designate your account to receive paper Statements.

Contact by Credit Union Staff – No BFSFCU employee, nor any company affiliated with BFSFCU Online Banking will contact you via email, text message or telephone requesting your account number, User ID or password or any other access codes. If you are contacted by anyone requesting this information, please notify us immediately at 202 212 6400 or via the Secured Message Center within Online Banking.

Your Password – In addition to your User ID, a password is used for access to Online Banking. You agree to change your password immediately after your initial sign-on, and to periodically change your password to prevent unauthorized access to your account. You agree to take all security measures sufficient to assure that your password is not used to facilitate any unauthorized transactions on this site. You agree that one User ID and one password applies to each Member number and all accounts linked to that Member number. You acknowledge that if there is more than one owner of your account, (if the other owner(s) is also a member) all owners on your account are authorized to process transactions and access services through Online Banking. No one at BFSFCU has access to your Online Banking password information.

You agree that this is a valid security procedure meeting the requirements of District of Columbia Uniform Commercial Code sections 28:4A-201.

Transactions and Authority to Charge Account – Access to your accounts to process transactions may be made through Online Banking. You authorize us to complete any transactions through the use of Online Banking, including the amount of any transfer that you make and any fees that may apply for the specific transaction. You authorize us to process transactions according to the instructions received through Online Banking. You agree that any person granted access to Online Banking may authorize us to make transactions on your behalf. You understand that for making transfers through Online Banking, we rely on the User ID and Password and other identifying information you supply. In addition, you understand that transactions will be made according to those accounts and identifying numbers and a deduction from your account will be made even if such numbers do not match the beneficiary or account you intended to pay or transfer funds to. You authorize us to initiate any reversing entry or reversing file and to debit your accounts with us or elsewhere in order to correct a mistaken credit entry. You agree not to conduct transactions that would overdraw your account. If you do so, then you owe us the amount immediately, plus an applicable fee. We may also deduct, without prior notification to you, the amount you owe from any of your accounts, or, if you have been approved for SafetyLink or BFSFCU's Overdraft Protection account, the overdrawn amount will be deducted from your designated savings account or processed as a loan advance.

Types of Available Services, Transfers and Limits on Transfers – Online Banking enables you to access your account from an Internet-enabled browser or device using your User ID and password to:

- Conduct deposit, withdrawal and balance inquiries on your checking and savings accounts;
- Make payments to certain loan accounts with us from checking or savings;
- Transfer funds between your checking, savings and loans;
- Transfer funds from one Member account to another Member account;
- Change the User ID and Password on your account;
- Make payments from checking to third parties with Billpayer;
- Transfer funds from checking to an account at a U.S. financial institutions with Popmoney;
- Receive funds from another person into your checking or savings account; in U.S. dollars with Popmoney;
- Make payments from your credit card account to a third party via check;
- Register for Alerts;
- Sign up for Electronic Statements;
- Change your contact information;
- Contact us via Secure Message Center;
- View your credit card balances and activity
- Request e-Wires: Domestic and International Wire transfers;
- Participate in the BFSFCU Community Portal to share information and ideas;
- Transfer funds from your BFSFCU account to your account at another financial institution or to a third party using External Transfers;

- Open accounts, e.g. Savings, Money Management Savings, Checking, and most Share Certificate Accounts

For any savings accounts (including the Money Management Savings account), you may make no more than 6 automatic or preauthorized transfers (up to your available balance) from such an account (including transfers made through Online Banking, and automatic transfers to cover checking account overdrafts) monthly. There are no transfer limits on checking accounts. **For security reasons, there may be other limits on the number or dollar amount of the transactions you may make using this service.** Transactions conducted through Online Banking are processed at the time you conduct them. You may not “cancel” or “stop” a transaction once completed.

You are responsible for all transactions conducted on your accounts by anyone with your User ID and password or any other access codes, including unauthorized transactions, subject to the limitations of applicable law. Legal limitations on your liability for unauthorized Regulation E transactions are summarized below. You agree to hold BFSFCU harmless for any and all transactions you authorize (either in writing or by your words or conduct) on your account. We have no obligation to monitor the use of your User ID and password or to notify you if unusual activity occurs.

Security Measures – We have taken steps to protect the privacy and security of your personal information and financial transactions with us. We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over information contained in electronically delivered account statements and notices. You acknowledge and understand that there are risks to electronic transactions and notification, including but not limited to, delay or failure of delivery due to technical difficulties, weather conditions, matters beyond our reasonable control or interception and/or alteration by third parties. By using Online Banking and Alert services, you represent that you have considered our security measures and find them to be commercially reasonable. You can find our Privacy Notice on our website at **BFSFCU.org** which you should read before completing the online enrollment process.

In order to help protect against unauthorized access, unauthorized use and fraud, you should adhere to the following guidelines:

- Do not give out your account information, User ID, password, or any other access codes by any means.
- Do not leave your device unattended while you are logged in to Online Banking.
- Do not allow your Internet-enabled browser or device to store your User ID or password, or any other access codes.
- Never leave your account information in view of others.
- Do not send confidential account information via any public or general e-mail system.
- If you believe your password has been lost, stolen, or compromised change your password through Online Banking.
- If you suspect any unauthorized or fraudulent activity, contact us immediately at

- 202 212 6400, 1 800 923 7328, or the Secured Message Center within Online Banking.

Liability – With your acceptance and use of Online Banking, you agree that we shall not be liable to you or any third party for any direct, incidental or consequential costs, expenses, or damages resulting from or arising out of this Agreement or resulting from any errors or failures from any malfunction of your device or virus that you may encounter related to the use of this service. We shall be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

Termination and Amendment –We may terminate or cancel your right to make transactions or cancel this Agreement with you at any time. We may give you notice of termination or cancellations, but we are not obligated to do so. Failure to use Online Banking may result in automatic termination and you may be required to re-enroll in order to use it. Your password may not be used once the access has been terminated. You may terminate or cancel your access to Online Banking by giving us notice either in writing or by telephone that you wish to terminate. Your notice of termination will become effective on the date we receive your notice. Any termination will not affect any liability incurred by you prior to termination. Termination of Online Banking terminates those services you have agreed to use via Online Banking including, Alerts, Electronic Statements, e-Wires, Billpayer, External Transfers, and others services we may make available to you from time to time. We may change the terms of this agreement by electronically transmitting or mailing a copy of the changes to your most recent account statement primary mailing address. Unless we are required to give you advance notice by law, changes are effective on the date changes are transmitted or mailed unless a later time is stated in the notice. Use of your User ID and password after the effective date will acknowledge your acceptance of change.

Confidentiality - We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transactions;
- (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 agencies or court orders;
- (4) as required by applicable state and federal law, including the Right to Financial Privacy Act and the Fair Credit Reporting Act;
- (5) as explained in BFSFCU's Privacy Policy that we provide to you from time to time; and
- (6) When you authorize us to do so.

Electronic Fund Transfers Information

Contact in event of unauthorized transfer. If you believe your User ID and/or password or other access codes has been lost, stolen, or compromised, call or write us at the telephone number or address listed below. You should also call the number or write

to the address listed below if you believe a transaction has been made using the information from your check or draft without your permission. Call 202 212 6400 or 1 800 923 7328 24 hours a day, or write to us:

Bank-Fund Staff Federal Credit Union
1725 I St, N.W., Suite 150
Washington, DC 20006-2406
Attention: Member Services

Documentation and Verification of Transactions – Confirmation that the transaction has been accepted will be given; however, you will not receive a transaction receipt. You should record the information about any transaction in the register you keep for the account as this will help in resolving any problems that may occur. If you have a connected printer, you should be able to print a copy of the confirmation provided. Information concerning transactions conducted through Online Banking will be shown on your periodic statements for the appropriate accounts. A statement will be generated monthly, unless there are no transactions in a particular month. In any case, a statement will be generated at least quarterly.

Circumstances Under Which Transactions Cannot Be Made – From time to time, transactions cannot be processed for one or more of the reasons listed below:

- Through no fault of ours, you do not have enough money available in your account to transact.
- The transaction would exceed your available credit limit on Overdraft Protection loan product.
- Circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions we have taken.
- The funds in your account are subject to legal process or other encumbrance restricting such transactions.
- You have not properly followed instructions for operation of the service.
- The transaction would exceed one of the established limits contained in this Agreement.
- Your computer or Internet-enabled browser or device, phone lines or Online Banking was not working properly or was temporarily unavailable, and this problem was apparent or should have been apparent to you when you attempted the transaction.
- We have received incomplete or inaccurate information from you or a third party involving the account or transaction.
- We have a reasonable basis for believing that unauthorized use of your User ID or password has occurred or may be occurring.
- We or you have terminated this Agreement or closed the membership.

We will not be liable for failing to make a transaction to or from your account in time or in the correct amount under any of these or similar circumstances.

Consumer liability – *Generally*. Tell us AT ONCE if you believe your BFSFCU ATM or Visa Debit Card (card), your Audio Response System, ATM, or Visa® Debit Card PINs, Online Banking access codes, or any other access code has been lost, stolen or compromised, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft, or if your account statement shows transfers that you did not authorize. **Telephoning is the best way of keeping your possible losses down.** You could lose all the money in your account plus your maximum Overdraft Protection limit. If you tell us within 2 business days after you learn of the loss, theft or compromise of your card, PIN, and/or access codes, you can lose no more than \$50 if someone used your card, PIN and/or access codes without your permission.

If you do NOT tell us within 2 business days after you learn of the loss, theft, or compromise of your card, PIN and/or access codes, and we can prove we could have stopped someone from using your card, PIN and/or access codes without your permission if you had told us, you could lose as much as \$500.

If your statement shows transfers that you did not make, including those made by card, PIN, access code, or other means, tell us at once. If you do not tell us within 60 days after the FIRST statement was mailed or made available to you, you may not get back 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 hospital stay) kept you from telling us, we may extend the time periods.

Account holders must regularly review their periodic statements for any errors and if you are an Online Banking user, whenever you access Online Banking and review your transaction history, you should review your transactions for accuracy. (*See Electronic Fund Transfers Disclosure located on **BFSFCU.org** in its entirety for more information*).

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers – Call 202-212-6400, 1 800 923 7328, or write us, as soon as you are able, if you think your statement, receipt, or confirmation is incorrect, or if you need more information about a transaction listed on the statement, receipt, or confirmation. You should also call the number or write to us if you believe a transfer has been made using the information from your check without your permission. We must hear from you no later than 60 days after we have sent the first statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the 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.
- (3) Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 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 10 business days, we may choose not to re-credit your account.

For errors involving transactions at POS terminals, foreign initiated transactions, or on accounts opened within the past 30 days, the periods referred to above are 20 business days instead of 10 business days, and 90 calendar days instead of 45 calendar days.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. If we find that there was no error or the error was for a different amount we may reverse the provisional credit or debit your account(s) for additional funds. You may ask for copies of the documents we used in our investigation.