

**UNITED LOCAL CREDIT UNION  
ONLINE BANKING  
SERVICE TERMS & AGREEMENTS**

This Online Banking Service Agreement (“Agreement”) sets forth the terms and conditions for the Online Banking service that United Local Credit Union may provide to you. The words “we,” “us,” “our”, “Financial Institution” and “Credit Union” mean United Local Credit Union. The words “you” or “your” mean each and all those who use the Online Banking Service (defined below). Your MASTER Account Agreement is hereby incorporated into and made a part of this Agreement. In the event of a conflict between this Agreement and the Master Account Agreement, this Agreement will govern your use of the Online Banking Service.

**Introduction:**

**This** is your online banking agreement with *United Local Credit Union*.

You may use **United Local Credit Union’s** online banking service to make transfers, inquiries, and loan payments on your Credit Union account through your personal computer. You may sign up for additional services such as IPay and E-statements using online banking. You will need to agree to the separate agreements and disclosures for any additional services requested.

**Accessing the Online Banking Service:**

You will need a computer, related equipment, and an Internet browser to use online banking. (In this agreement, your computer, the related equipment, and the Internet browser are referred together as your "computer.") You are responsible for the installation, maintenance, operation, and security of your computer, phone, or other Internet-capable device, and the Credit Union is not responsible for any computer virus or related problems that may be associated with the use of an online system, nor for the security or privacy practices of whatever Internet Service Provider (ISP) you use to connect to the Credit Union's servers.

**Password & General Security**

To protect the privacy of your account, we recommend that you periodically change your Password. We also recommend that you do not write it down near your computer or disclose it to anyone. You agree not to give your Password to anyone not authorized to use your accounts. If you authorize anyone to use your Password, that authority will continue until you specifically revoke it by changing the Password or notifying us in writing.

If your Password is lost or stolen or if you suspect fraudulent activity, or if there have been unauthorized electronic funds transfers, you must notify the Credit Union at once. Telephoning us is the best possible way to minimize losses. **Call us at (559) 227-8329.** You can also notify us in writing at:

**United Local Credit Union  
3650 E Ashlan Ave  
Fresno, CA 93726**

Written notification must follow your original phone call within 10 business days.

Our business days are Monday through Friday, excluding posted holidays.

If your statement shows withdrawals or transfers that you did not make, notify us at once. If you do not notify us within 60 days after the paper or electronic statement is sent to you and we could have stopped

someone from taking funds from your account if you had told us in time, you may not get any money lost after the 60 days. If extenuating circumstances, such as a long trip or hospital stay, kept you from informing us, the time periods in this section may be extended at the discretion of the credit union.

### **Fee's**

There is no fee for the using online banking service. Some features within online banking, such as Stop Payments and Check Ordering, can incur additional fees/charges. The fee of any requested service will be disclosed to you prior to completing your request.

You can order checks on online banking through Harland Clarke, which is the contracted check printer of the credit union. The price may vary depending on the style you choose. Prices are subject to change without notice. The charge will be taken from your checking account and will appear on your monthly statement. Because you will be ordering your checks directly from Harland Clarke you will be responsible for any errors made when placing the order.

### **Stop Payments**

We will accept stop payments online for single, paper check items or a consecutive series of checks drawn on your checking account. This feature does not apply to electronic or ACH debits or paper check items drawn on loan accounts or made through IPay. All other stop payment requests may be made by calling **(559) 227-8329**.

Stop payment requests may take up to 2 business days to process.

Stop payments expire six months from the date when the order is processed, unless the order has been canceled or removed prior to that date. We do not give notice of expiration dates.

We will not be liable for payment if incorrect or incomplete stop payment information has been provided (even if the information is a close approximation).

There is a per item fee for placing stop payments. Stop payment requests for a consecutive series of checks will be treated as 1 item. Refer to the schedule of fees for the current fee.

### **Transactions Available**

You may use online banking to obtain account balances and account information for certain accounts, view online account statements (e-Statements), set up balance and other account alerts, transfer funds between certain accounts, view and/or pay bills from your checking account, request check withdrawals, re-order checks, send secured electronic mail to the Credit Union, receive secured electronic mail from the Credit Union, and manage your personal online and/or mobile security settings.

You may use online banking, in most cases, to link deposit accounts in which you have an unrestricted right to withdraw funds and credit/loan accounts in which you have an unrestricted right to borrow money and buy items on credit. However, the Credit Union reserves the right to deny online banking account linkage and account transactions.

## **Liability**

If we do not properly complete transactions according to our agreement with you, we may be liable for your losses or damages; however, there are some exceptions. We will not be liable:

- if you do not have sufficient funds in an account to complete the transaction, or if the account had been closed or if the money in the account is subject to legal process or another claim,
- if you do not have an adequate credit limit on a credit/loan account to complete the transaction,
- if the system was not working properly and you knew about the breakdown before you began the transaction,
- if you have not given us complete, current and correct instructions to complete the transaction,
- if circumstances beyond our control, such as fire, flood, electrical failure, or malfunction of the central data processing facility prevented the completion of the transaction, or
- if there are other exceptions established by the Credit Union.

## **Electronic Funds Transfers**

This is your Electronic Services Agreement and Disclosure. It includes necessary federal statements as required by the Electronic Funds Transfer Act (15 U.S.C. Section 1693 et seq) and Regulation E (12 CFR 205 et seq) and covers our PC Account Access System ("online banking").

This Agreement applies to any electronic funds transfer made to or from your account(s) by you or by any user who has access to your account with actual, apparent or implied authority for use of your Account. Electronic funds transfers to and from your account can be made using online banking.

An electronic funds transfer is any transfer of funds other than by check or other paper instrument which is performed using online banking. The use of your Password is subject to the following terms. You agree: (a) to abide by our rules and regulations as amended related to the use of your Password; (b) that we may follow all instructions given to us through online banking; (c) that each withdrawal by you or by any authorized user of your Password may be charged to your share or checking account, as appropriate, and will be treated as though it were a share withdrawal except that we may charge withdrawals to your account in any order we determine.

We may, but are under no obligation to do so, process an Electronic Funds Transfer that exceeds the balance in your share and/or checking account. If any such transfer occurs, you agree to immediately pay us the overdrawn amount plus any associated fees and charges.

## **Termination**

- The Financial Institution has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to the Financial Institution.
- The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by the Financial Institution on your behalf.