

Leominster Credit Union Electronic Banking User Agreement and Disclosure

Disclosure Rules and Regulations

1. Using Leominster Credit Union Online Banking

(a) General

You can use Leominster Credit Union Online Banking to perform the transactions described below.

(b) You Agree

By choosing to bank with us via Online Banking, you and others you permit to use Online Banking agree to the terms and conditions in this disclosure. If you do not agree with the terms and conditions, you may not use Online Banking and you should return to the Leominster Credit Union Web Page. Before you use Online Banking, you must read this disclosure. By using this site, you agree to abide by these terms and conditions in this disclosure. You may print or download a copy of this agreement for your records.

(c) No Warranty

Leominster Credit Union does not warrant the accuracy, adequacy, completeness or timeliness of the information, materials, products and services on this web site or the error-free use of this web site. All information, materials, products and services are “as is” and “as available” and no warranty of any kind, express or implied, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus is given in conjunction with the information, materials, products and services. The information, materials, products and services on the web site are subject to change.

(d) Limitation of Liability

We will not be liable for failure to provide access or for interruptions in access to the site due to a system failure, other unforeseen acts or circumstances or a malfunction of your computer equipment or any system you use, including your browser, internet service provider or other software you use. Under no circumstances and under no legal theory, tort, contract, or otherwise, shall we be liable to you or any other person for any indirect, special, incidental, or consequential damages or character, including, without limitation, damages for loss of goodwill, loss of use, data, profits, work stoppage, computer failure or malfunction, or any and all commercial damages or losses. We are also not responsible for any electronic virus that you may encounter. We suggest that you routinely scan your computer using a virus protection product.

(e) Confidentiality of User Communications

We will use reasonable efforts to keep any communication, which contains personal user information, or material you transmit to us via the web site or Internet confidential, except as required by law or as otherwise specifically agreed. Please review the Credit Union’s Privacy Policy. Users are identified by a unique Access ID and password. You agree not to give or make available your Access ID or password to any other individual. All transactions initiated by your Access ID and password will be attributed to you. It is strongly recommended that you do not use easily obtained information such as a birth date or a telephone number for your Access ID or password. If you enter the wrong Access ID or password, you will be locked or blocked from the system after the third wrong entry. You will remain blocked or locked out of the system until you contact Leominster Credit Union and have the account reset. Web browsers may prompt you with a dialog box asking you if you wish to save your password. In order to ensure the security of your accounts you must check “NO” on this option.

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

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or

- In order to comply with government agency or court orders, or
- If you give us written permission.

(f) Hyperlinks

Your use of the hyperlinks on this web site to other Internet sites is at your own risk. Leominster Credit Union is not responsible for the content or accuracy of third party sites hyperlinked from this web site nor does it guarantee the products or services offered on third party sites. The content, accuracy, opinions expressed and other links provided by these resources are not investigated, verified, monitored, or endorsed by the Credit Union. You should review the privacy statements of a web site before you provide any personal or confidential information.

(g) Online Banking - Types of Transfers Permitted and Limitations

Online Banking allows you to perform the following functions: (1) transfer funds between your linked accounts, and (2) obtain account balances and transactional information for your linked accounts. These features of Online Banking are limited to the extent, and subject to the terms, noted below:

(a) Transfer Funds – Your ability to transfer funds between certain accounts is limited. Transfers from Savings and Money Market Deposit Accounts made through Online Banking are counted against the permissible number of transfers.

(b) Not All Transfers are Immediate – The option “New Scheduled Transfer” is not immediate, and processes fully within two business days. Use of the “New Scheduled Transfer” option affects your funds availability and/or may result in NSF fees to your account. For an immediate transfer of funds, select the “Express Transfer” option.

(c) If your account requires two or more signatures for any bank debits, you agree that your Access ID and password will be your collective authorization for all payments and/or transfers. We reserve the right to limit the frequency and dollar amount of transactions from your accounts for security reasons.

Federal Banking regulations do NOT permit, or allow, use of a 3rd party “bill payment” system to be used for payroll processing. Leominster Credit Union strictly prohibits use of our bill payment system for any payroll processing and/or payroll transfers to accounts linked with your portfolio, to other portfolios owned or not owned by you, or to accounts external to Leominster Credit Union.

(d) Online Bill Payment

(1) General – Bill Pay is only available for use **from a checking account in good standing**. Bill Pay is not available on any new account for the first thirty days from the account opening. **You may make payments from your Checking Account**. Each time you pay a bill with Online Banking, you must designate the account from which we will make payments.

To pay bills using the Bill Payment feature, you must use your Computer to authorize a payment from a designated Payment Account. Your payment will be made either by transferring funds electronically to the payee or by sending the payee a paper check. (A “payee” is the person or business you are paying.) Not all payees are equipped to accept electronic payments. In scheduling your payment, you should allow a minimum of 10 calendar days prior to the due date to allow for delays, the need to print a check, address it, mail it and/or deliver it. Your payee may not be accustomed to receiving payments without the payment coupon. You may want to consider notifying all of your payees that future payments will be coming via a bill pay service.

Please note that some electronic payment transactions will be subjected to the rules of the National Automated Clearing House Association (NACHA). All electronic initiated bill payments are subject to National Credit Union Association regulations concerning bill payment and their set up, processing, and cancellation, if applicable.

Using the Bill Payment feature you can pay most payees; we reserve the right to refuse certain payees. We reserve the right to refuse to pay payments of a personal nature or to non-business entities or persons under certain circumstances.

You agree that your Access ID and password is your signature authorization for payments and/or transfers. If your account requires two or more signatures for bank debits, you agree that your Access ID and password will be your collective authorization for any bill payments and/or transfers.

When you have entered your Access ID and password and transmitted a payment instruction, you authorize us to reduce the designated payment account for the payment amount. **If there are insufficient funds in the designated payment account on the date that the payment is scheduled, we will cancel the payment and your account will be charged our NSF fee. We reserve the right to refuse to honor payment requests that appear to us to be fraudulent or erroneous.**

Leominster Credit Union will attempt to pay any electronically scheduled payments **FIRST** before attempting to process any paper items (checks or debits) presented to your account. If you do not have sufficient funds in your account **AFTER** processing Internet Bill Payments to cover paper presentments, **YOU WILL BE CHARGED AN APPROPRIATE NON-SUFFICIENT FUNDS (NSF) FEE AND THE ITEM MAY BE RETURNED UNPAID.**

(2) Scheduling Payments – You may use the Bill Payment feature to authorize automatic recurring payments to pay bills. These payments must be for the same amount each month and will be paid on the same Calendar Day of each month or on the following Business Day if the regular payment falls on a weekend or a holiday.

It is your responsibility to authorize payments in a manner that your payments may be paid on time. You are responsible for any late payment or finance charges that may be imposed as a result of your failure to schedule payments described in this section. You cannot schedule payments for the same day. You should schedule payments at least **10 CALENDAR DAYS** before they are due.

(3) Canceling, Editing or, Changing Payments – You must use Online Banking to cancel a future payment. You must edit (change or cancel) your payment from your “bill payment screen” while online. Your payment change must be registered on our computer no later than **4:00 p.m.** Eastern Standard Time (EST) the calendar day before the payment is scheduled to be made; the payment may not be cancelled.

(4) Account Documentation – You have the right to obtain documentation of electronic transfers that you originate. Leominster Credit Union makes this information available to you online and with your monthly statement. The documentation will include the amount involved in the transfer, the date of the transfer, the type of transfer, the type of account used, your specific account number and identifying number of where the transaction took place.

(h) Members Responsibility

You are responsible for all transfers and payments that you authorize using Online Banking. If you permit other persons to use your Access ID and password to access Online Banking, you are responsible for any transactions authorized from your accounts.

2. YOUR CONSENT TO USE ELECTRONIC RECORDS AND RIGHT/ OPTION FOR PAPER DELIVERY OF DISCLOSURES AND DOCUMENTS.

You have asked us to permit you to receive documents in electronic form that we would normally provide to you in a written form you may retain. We may refuse to do so if the document is not available or may not be executed in electronic form or, we, in our sole discretion, determine not to provide the option.

Termination of Consent to Receive Disclosures and Documents by Electronic Means. You may terminate this Agreement at any time by notifying us in writing at:

**Leominster Credit Union
20 Adams Street
Leominster MA 01453
Attention: Operations Department**

or, by electronic means, at the e-mail address below:

Info@leominstercu.com

If termination of your agreement will result in a reduction of services (up to and including closing the account) or an increase in fees, we have indicated those restrictions or fees below. We will also inform you of any reduction in services or change in fees at the time you elect to resume receiving documents, forms, information, etc., in a form you may retain. We reserve the right to change the fees and restrictions at any time upon such notice as may be required by law. You agree to allow us a reasonable time to resume providing Disclosures and other Information covered by this Agreement in written form.

Scope of Consent. By accepting this agreement, and to the extent allowed by law, you are agreeing that any communication from us to you, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form, and that such electronic communication shall be in lieu of written communication. Delivery may be by electronic message or by posting on the website. You will be alerted when a new notice is posted. Leominster Credit Union encourages you to print and save communications and notices, whether they are sent by electronic message or are posted on the website.

Security Procedures. You agree to adopt and implement all reasonable measures to protect your accounts and information while using online services. You acknowledge that you will be able to retrieve your account information electronically through the use of a password, which you will choose. You acknowledge that, if you disclose your password to anyone else or if your password is lost or stolen, third parties may be able to access your credit union account information. You agree that the credit union will not be liable for any loss caused by the authorized or unauthorized use of your password by any third party to access your account information. You agree to keep your password in a place of safekeeping, and you agree that the security of your password will be your responsibility at all times. You agree to promptly notify the credit union if you believe that your password has been lost or compromised. To further protect your account information you should: log off OnLine Banking when you are finished using it, do not walk away from your computer while logged on to OnLine Banking, review and reconcile your account activity on a regular and timely basis, and clear your browser's cache on a regular basis in order to remove copies of web pages that may be stored temporarily on your system (See your browser "Help" area for information on how to clear your cache).

3. AUTOMATIC TRANSFERS, PAYMENTS AND DEPOSITS

You may make automatic electronic transfers to and from your checking account or Money Market Account to your savings account. You may make regular payments out of these accounts to pay amounts you owe us on certain loans. **You may make regular payments from your checking account, of the amounts you owe to a third party (such as your insurance company, telephone or light company).** We have the right to decide to which third parties we will permit pre-authorized automatic payments to be made.

4. STOP PAYMENTS

UNLESS OTHERWISE PROVIDED IN THIS DISCLOSURE YOU (THE CONSUMER) MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS OR BILL PAYMENTS, THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT. The initiation by you of certain electronic transfers from your account will, except as otherwise noted in this disclosure, effectively terminate your ability to stop payment of the transfer.

5. LEOMINSTER CREDIT UNION'S LIABILITY IF WE FAIL TO MAKE CERTAIN TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to the agreement, which applies to that transfer, we will be liable for any actual losses or actual damages. However, there are some exceptions to our liability to you. We will not be liable for:

If, through no fault of ours, you do not have enough money in your account to make the transfer

If the transfer would go over the credit limit on your overdraft line account with us

If you do not authorize a bill payment soon enough for your payment to be delivered and properly credited by the payee by the time it is due

If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt

If Online Banking is not working properly, and you should have known about the breakdown when you started the transfer

If your computer or the Internet connection provided by your Internet Service Provider malfunctions during the transfer

If circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include telecommunication outages or interruptions, postal strikes, delays caused by payees, fires and floods

If the money in your account is subject to legal process or other encumbrance restricting the transfer

If you do not give proper, complete or correct instructions for the transfer or you do not follow the procedures in this or any other agreement with us for request for transfer

If the US Postal Service causes a delay

If your password has been reported lost or stolen, or we have canceled your password and Online Banking or electronic banking service or if we have reason to believe that you or someone else is using Online Banking or other electronic banking service for fraudulent or illegal purposes

6. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

In the case of errors or questions about your electronic transfers, telephone us at **1-800-649-4646** or write us at 20 Adams Street, Leominster Ma, 01453 or email us at info@leominstercu.com as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 determine whether an error occurred 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 calendar days to investigate your complaint or question. If we decide to do this, we will provide provisional credit to your account within 10 business days for the amount in which 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 in writing and we do not receive it within 10 business days, we may not credit you account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask to see the documents that we used for our investigation and we must make these available for your inspection. For a reasonable fee covering our duplication costs we will provide you with copies of any such documents which you request. Any documentation provided to you, which indicates that an electronic fund transfer was made, shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

7. FEES

There may be a charge with respect to the utilization of Bill Pay. Please see our separately published Service Charge Schedule for details.

8. BUSINESS DAYS

For the purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

9. UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your Online Banking password has been lost or stolen and/or your password or Online Banking service has been used without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your password without your permission. (If you believe your password has been lost or stolen, and you tell us within 2 business days after learning of the loss or theft, you can lose no more than \$50 if someone used your password without your permission).

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

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any of the 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 a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: **1-800-649-4646**

or write

Leominster Credit Union
20 Adams Street
Leominster Ma 01453
ATTN: Operations Department

10. TERMINATING THE ELECTRONIC BANKING AGREEMENT

If you chose to end your rights to use Online Banking you can notify us in writing. We may end your rights to use your Online Banking or electronic service for any reason and at any time without notifying you.

If more than one person is authorized to withdraw funds from your account or if another person has a password for Online Banking that can access your account, we cannot stop that person from withdrawing funds from your account unless we end this agreement or end the right to use Online Banking and passwords that access the account.

If you do not use the Bill Pay Service for 90 days, we will notify you via email at the address we have on file. If you still do not initiate a payment, we will assume your Bill Pay is inactive and will terminate it within 30 days.

11. AMENDING THIS AGREEMENT AND DISCLOSURE

We may amend this agreement and disclosure at any time, with or without notice to you, provided, however, with respect to any term for which we are required to provide disclosure to you pursuant to Regulation E of the Federal Reserve Board or Massachusetts General Laws, Chapter 167B, such amendment shall not be effective unless we mail or deliver a written notice to you of the amendment at least 30 days before the effective date of the amendment if the amendment would result in increased fees for you, increased liability for you, fewer types of available electronic funds transfers, or stricter limitations on the frequency or dollar amount of transfers.

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