



## Digital Banking Agreement and Disclosure

### **I - AGREEMENT TERMS**

This Digital Banking Service Agreement sets forth the terms governing Digital Banking on the web via a personal computer or mobile device, offered by Holy Rosary Credit Union (HRCU). All subscribers to the Digital Banking Service ("you") agree to these terms.

This agreement is a supplement to other information and disclosure documents governing your accounts at HRCU. This agreement for the Digital Banking Service is not meant to replace any such agreements that govern your accounts at HRCU.

For purposes of this disclosure, Business Days are Monday - Friday. Federal holidays are excluded.

#### **A - Authorized Person**

The owner of the Social Security number registered for Digital Banking services is the authorized person to use the service. If you do not own the Social Security number on the account(s) you are not authorized to access, transfer or inquire about this service.

#### **B – Computer Requirements**

All Digital Banking functions are only accessible via a logon process, involving a user identification, password and enhanced out of band multifactor authentication. You will need a PC or mobile access device with internet access with the latest browser version available through either Microsoft, Netscape, Mozilla Firefox, or Safari

- Username requirements – between 6 -20 characters. Any are allowed. Usernames cannot contain user's SSN, or Member number.
- Password requirements – minimum of 8 characters – cannot contain the user's name but must contain Upper case/ lower case/numeric / and special characters. The last 5 passwords cannot be re-used.
- For your safety, a lock-out feature will deny access to your accounts in the event there are too many invalid password attempts on the account.
- Users can self-serve if they have forgotten their username and or password.

You are solely responsible for the selection, installation, maintenance, operation, and cost of your computer and ISP (Internet Service Provider). Your Username and Password are confidential, and you are responsible for safekeeping them. Your electronic statements will be made available online in a portable document format (PDF) file. Accordingly, you will need to have Adobe® Acrobat® Reader® or compatible software installed on your computer in addition to your normal Internet browser software in order for you to access, view or print your electronic statements and checks. To download a free copy of Adobe Reader®, please visit [www.adobe.com](http://www.adobe.com).

## **C – Electronic Communications**

You agree to receive this Agreement and Disclosure and any and all disclosures or Notices required by federal and state law and regulation and all other communications, electronically to the e-mail address you designate in your Contact Information. You also agree that we may respond to any communication you send to us with an electronic communication, regardless of whether your original communication to us was an electronic communication.

Any electronic communication sent to you by us will be considered received within three (3) calendar days of the date sent by us to the e-mail address you designate in your Contact Information, or via our Secure E-mail located within the Online Banking Service, regardless of whether you log on to the Online Banking Service within that time frame. You are deemed to have received any electronic messages sent to you when they are made available to you. You may print a copy of such communications using the "print" function of your software. We will not immediately receive e-mail that you send. To the extent permissible under applicable law, any electronic communication you send to us will not be effective until we receive and have had a reasonable opportunity to act on such email message. You should not rely on e-mail if you need to communicate with us on an immediate basis. We, therefore, strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized transfers or errors or requests for stop payments) to us by calling our Member Support Center at 603-332-6840. We may, however, require you to provide us with written confirmation of any oral or electronic stop payment request or notice of alleged error.

## **II - DIGITAL BANKING**

### **A - Accounts Available in Digital Banking**

The following account types are available with this service:

- Checking Accounts
- Savings Accounts
- Money Market Accounts
- Mortgages
- Home Equity Loans / Lines
- Consumer Loans
- Certificate of Deposit
- Club Accounts
- Credit Cards

We may allow other types of accounts to be connected to the Digital Banking Service. We reserve the right to determine which accounts may be connected to the service. We may refuse to allow certain accounts, such as accounts with special signing requirements, to become activated for Digital Banking services.

### **B - The Digital Banking Service**

The Digital Banking Service allows you to:

- Obtain account information
- Transfer funds internally and externally between certain accounts
- Pay bills to any merchant, institution, or individual with a United States address via HRCU's Online Bill Payment Service (checking account and completed Bill Payment agreement required)
- View check images online

- View e-Statements online for deposit and loan accounts

### **C - Account Transfers**

Please refer to your Electronic Fund Transfer (EFT) agreement and the Account Transfer Disclosure for account transfer options.

#### **Account Transfers Schedule**

Online transfers between your internal accounts will be processed in real time, therefore, you cannot cancel or change a transfer once you have confirmed and submitted it.

Member to Member Transfers allow you to transfer money out of accounts in which you are an owner to HRCU accounts in which you are not an owner of via Digital Banking. These transfers are processed in real time; therefore, you cannot cancel or change a transfer once you have confirmed and submitted it.

#### **Scheduled Recurring Transfers**

Any recurring transfers set up within Digital Banking through the scheduled transfers option will post by end of business on the effective date of the transfer.

**Note: Transfers are NOT available with the following accounts:** IRA's, Fresh Start Payment Plan, Home Heating Club, DREAM Club Share, Health Savings Account, Certificate of Deposits.

### **D - Account Access and Balances**

Account information you obtain through Digital Banking may not always be accurate or current. In addition, the balance in your Accounts may change at any time as we process items and fees against your Accounts; therefore, the information provided to you through Digital Banking may become quickly outdated. You agree that neither we nor our Service Providers will be liable for any errors or delays in providing or updating account information available in Digital Banking, or for any actions you take in reliance on any such information as provided.

**Note: Access to up to 18 months of transaction history will be available provided you have logged in to digital banking at least once every 90 days. If you do not log on at least once every 90 days, you will need to rely on your monthly statement for transaction history.**

### **E- Termination of Service**

We may suspend or terminate your Digital Banking Service at any time with or without cause and without affecting your outstanding obligations under this agreement. We may immediately take this action if:

- You breach this or any other agreement with us
- We have reason to believe that there has been or may be an unauthorized use of your online banking credentials.
- There are conflicting claims to the funds in your account
- You request that we do so
- You reach a 180-day period of service inactivity
- There is any dispute or uncertainty regarding the ownership or control of the account
- We receive something in writing from you requesting the service be terminated

#### **IV - ONLINE EXTERNAL LOAN PAYMENTS**

In these Terms and Conditions, the word "Terms" refers to the Terms and Conditions set forth in this agreement; "Credit Union" and "we" means Holy Rosary Credit Union (HRCU); "you" and "your" mean each and all of those who agree to be bound by these Terms and Conditions; "Loan" means your HRCU loan account and "Funding Account" means your account at an outside institution that you are authorizing us to initiate payments from that will be applied to your Loan.

Our Loan Payment Service is a way for online banking users to make payments to their Loan with us from a Funding Account at another financial institution. Payments are debited using your other financial institution's routing number and your account number. The payment is sent via an Automated Clearing House (ACH) transaction.

#### **A - Acceptance of Terms and Conditions**

These Terms cover the use of the Loan Payment Service. By submitting a payment, you agree to the Terms set forth in this agreement, the Electronic Funds Transfer agreement, ACH Terms and Conditions as well as the online banking terms and conditions. If you no longer wish to be bound by these Terms, you should discontinue your usage of this service.

#### **B - Payments**

Interest will continue to accrue, and late charges may be assessed, if applicable, until final credit is given to your Loan. Payments scheduled on the current business day prior to 1:00 PM (ET) will be processed and credited to the Loan within three business days. In the event a payment is scheduled on a nonbusiness day, after the 1:00 PM cut off time, or on a Federal holiday, the payment will be processed on the next business day and credited to the Loan within three business days following. For the purpose of this disclosure, a business day is defined as any day of the week Monday through Friday, with the exception of Federal holidays.

#### **C - Limitations**

This service is intended to allow users to conveniently make regularly scheduled loan payments. We may impose a limit on the dollar amount or number of transactions allowed through this service.

#### **D - Adding Your Funding Account to the Loan Payment Service**

Only accounts that you own should be added to this service. If a Funding Account is found to have alternate owners than that of the Loan, we may cancel the account or discontinue this service for that user. It is your responsibility to update your Funding Account information if it changed.

#### **E - Fees and Other Charges**

We may charge a fee to make a payment to your Loan. That charge will be disclosed to you at the time you schedule your payment and will be charged in addition to your requested payment amount. You will also be charged a fee if your payment is returned unpaid from your Funding Account as disclosed in your Loan agreement and Services Information. You may also be subject to a late charge as disclosed in your Loan agreement.

#### **F - Cancellation**

We may cancel your ability to use this service in the event of multiple failed payments or if your Loan is delinquent. We reserve the right to cancel this service at any time, for any reason.

## **G - Reversed Payments**

If any payment is rejected or is reversed for any reason, that payment will be reversed on your loan and you will be responsible for making payment to the credit union separately.

## **H - Notification and Confirmations**

You may request that a notification be generated to you via e-mail on the date your transaction begins to process. Any notification or confirmation number provided via our site is not a guarantee your payment has posted to your Loan. This is a confirmation that the payment will be attempted as well as a tool for us to research specific payments that are generated through this service.

## **I - Contact Information**

We may contact you regarding your usage of our Loan Payment Service. This communication may be via U.S. Mail, email, or phone. It is your responsibility to notify the Credit Union if your current contact information changes.

## **J - Amendments**

We may make changes to these Terms from time to time. Continued use of the Loan Payment Service will serve as your acknowledgement and acceptance of these Terms. Notification of changes will be given as required by law. You agree to receive electronic communications and disclosures regarding this service.

## **K - Questions**

If you have any questions when using our Loan Payment Service, you may contact us at (877) 895-6840, during our regular business hours.

## **V - ADDITIONAL TERMS**

### **A - Limitations Money Market Checking or Savings Account Types**

During any statement cycle period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic or computer transfer or telephonic order or instruction. If you exceed the transfer limitations set forth in any statement period, your account may be subject to closure by the credit union. (Additional fees may be charged for items returned. See our Services Information.)

### **B - Hours of Operation and Transaction Cutoff Time**

Digital Banking services are available to you 24 hours a day, 365 days a year, except at times of "Service Unavailability" (see section C below of this agreement). Internal transfer requests are completed in real time. All external transfers authorized after 1:00 PM (ET) on a business day or a non-business day (Saturday, Sunday, and Federal holidays) will be processed next business day.

### **C - Service Unavailability**

Access to Digital Banking may be unavailable without notice at certain times for any of the following reasons:

- **Scheduled Maintenance:** There will be periods when systems require maintenance or upgrades. These typically occur from 12am - 12pm (Eastern Time). You may be able to access your account

information between those hours; however, you will only be able to view your information. You will not be able to make any transfers.

- **Unscheduled Maintenance:** Digital Banking may be unavailable when unforeseen maintenance is necessary.
- **System Outages:** Major unforeseen events, such as earthquakes, fires, floods, computer failures, interruption in telephone service or electrical outages may interrupt service availability.

#### **D - Our Liability for Failing to Complete a Transaction submitted through Digital Banking**

If HRCU does not properly complete a transaction on time or for the correct amount, we will pay any late fees or finance charges. There are some exceptions that we will not be liable for, such as the following:

- You fail to provide us with timely, complete, and accurate information for any transfer failures.
- Through no fault of ours, you do not have enough available funds or credit availability in your checking account to make the transfer.
- The transfer would exceed the credit limit under any credit arrangement established to cover negative balances.
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or natural disaster) prevent or delay the transfer despite reasonable precautions taken by us.
- The system or terminal was not working properly, and you knew or should have known about the problem when you started the transaction.
- The funds in your account are subject to legal process or are not available for withdrawal.
- The electronic funds transfer system of HRCU is not working properly.
- You did not properly follow service instructions on how to make the transfer (this includes incorrect date, amount, etc.).
- Your computer, connection, and/or software malfunctioned for any reason; the unsuitability of your computer or software or any virus, or the transaction could not be completed due to service unavailability.

#### **E - Attorneys' Fees**

You agree to pay the Credit Union all our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

HRCU will not be liable for indirect, special, or consequential damages arising out of the use of online banking. There may be other exceptions stated in our agreements with you.