## AGREEMENT TO RECEIVE PERIODIC STATEMENTS & OVERDRAFT/NSF NOTICES ELECTRONICALLY

I understand that by changing my email preferences, I may add or remove the ability to receive statement notifications, NSF Notices, Overdraft Notices & other communications via email, instead of paper mail. I understand that I will access my statement(s) via Sharefax Credit Union's web site https://www.sharefax-online.org and that a PIN and Password are required to access this site.

I understand that by choosing to receive any of these communications via email, a paper copy of them will no longer be sent to me by U.S. Mail and that I will need an e-mail account and Adobe Acrobat reader software. (Adobe Acrobat reader software is available to download here or from the Sharefax Credit Union's web site at http://www.sharefax.org free of charge)

I understand that by choosing to receive any of these communications via paper mail, an email notice/notification will not be sent.

I understand that by entering my email and email preferences, I request and agree to receive my Credit Union statement notifications, NSF Notices, Overdraft Notices & other communications for the accounts identified in when logging into Sharefax-Online, and all other notices from the Credit Union, delivered to me electronically. Specifically, I agree to receive any disclosures to which I am entitled under Federal Reserve Board Regulations B (the Equal Credit Opportunity Act), E (Electronic Fund Transfers Act), M (Consumer Leasing Act), Z (Truth in Lending Act), and CC (Expedited Funds Availability Act); the National Credit Union Administration Truth in Savings Regulation; and the Electronic Funds Transfers Act, including but not necessarily limited to my monthly Credit Union account statement, at the e-mail address provided to Sharefax Credit Union.

I understand that the periodic statement will be sent to the electronic address supplied by me to Sharefax Credit Union, and the member who receives this statement is the agent for my coaccountholder(s) for the purposes of receiving the statement and items. I must notify the Credit Union within 30 days after the Credit Union e-mails the statement notice of any discrepancies. If the I fail to notify the Credit Union, I will have no claim against the Credit Union. However, if the discrepancy is the result of an electronic funds transfer, the provisions of the Credit Union's Electronic Fund Transfer Agreement will control this resolution. If I do not receive a statement from the Credit Union because I has failed to claim/retrieve it or I supplied the Credit Union with an incorrect e-mail address, the Credit Union may stop sending statements until I specifically makes a written request that the Credit Union. I agree that the Credit Union is not liable to me if I am unable to access the statement website or download the statement to a printer.

I understand and agree, that even though, I may have agreed to receive disclosures electronically, I may contact the Credit Union by e-mail or telephone to request that the Credit Union send a paper copy of a disclosure that has already been sent electronically, and that the Credit Union may charge a fee for that service, any fees will be separately disclosed. I agree that such fee can be deducted by the Credit Union from any account that I own at the Credit Union.

I understand that this agreement will take effect once I choose/click Post/Submit on the Sharefax Credit Union web site. At any time, I understand that I may terminate this agreement at any time or change my email preferences by logging into Sharefax Credit Union's web site https://www.sharefax-online.org, or by contacting Sharefax Credit Union in writing. I understand that I may also update my contact information by contacting Sharefax Credit Union in writing.

## **ONLINE BANKING SERVICE AGREEMENT AND ELECTRONIC DISCLOSURE** Effective Date: June 20th, 2006

I. General Description of Online Banking and Transfers Outside Sharefax Credit Union, Inc. (SCU) Service Agreement

## A. What This Agreement Covers

This Agreement between you and (SCU) governs the use of Online Banking services and Transfers outside of SCU. These services permit SCU members (consumers, sole proprietors and other business members) to perform a number of credit union functions on accounts linked to the service through the use of a personal computer, including some credit card accounts.

## **B.** Accepting the Agreement

When you use any of the Online Banking services described in this Agreement or Transfers Outside SCU, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

## C. Relation to Other Agreements

Your use of Online Banking services or Transfers outside SCU may also be affected by the agreements between us for your linked SCU accounts. When you link an account to Online Banking services or Transfers outside SCU, you do not change the agreements you already have with us for that account.

When you use Online Banking services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with Online Banking services or Transfers outside SCU.

## II. Online Banking Services

A. Online Banking for Consumers and Businesses:

You may use Online Banking to:

- Accounts Access information such as Account Balances and Detailed Histories, Debit Card Authorizations, View Checks that have Cleared, Access Dividends Paid Information, Joint Owners, and Address Information
- Move Money Transfer funds between shares and loans, Purchase certificates, and issue a Bank Check
- Statements Access your monthly statements
- Email Maintenance Update the email address that we have on file for you
- Bills Make one-time or recurring bill payments online from your checking account(s) to companies or individuals (Payees) you select
- Distributions Set up and initiate Reoccurring Transfers and Payroll Distributions
- Account Maintenance Change your S.T.A.R pin and Online Banking password, set up Transfers between your account and other members accounts, Set up Transfers to Outside Institutions, Report your ATM/Debit card Lost or Stolen, Place an Order for Checks, and Request a Stop Payment on a Share draft
- Messages Send and Receive secure online mail messages between you and SCU
- E-Forms Complete an Online Loan Application or Check on the status of your Loan Application

## **B. Online Banking Alerts**

When you activate an alert, you agree to the following:

- Online Banking Alerts permit you to create a variety of automated alert messages for your linked accounts. We may add new alerts from time to time, or cancel old alerts. If you have opted to receive an alert that is being canceled, we will notify you in advance.
- Each alert has different options available, and you will be asked to select from among these options upon activation of your alerts service. Alerts will be sent electronically. Electronic alerts will be sent to the e-mail address you have provided. If you change your e-mail address, you are responsible for informing us of the change.
- You understand and agree that your alerts may be delayed or prevented by a variety of factors. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected
- delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert.
- Because alerts are not encrypted, we will never include your password or full account number. However, alerts may include your name and some information about your accounts. You have the option of receiving the actual notice generated, or just a standard message informing you that an event occurred. Depending upon which alerts you select, information such as your account balance or the due date may be included. Anyone with access to your e-mail will be able to view the contents of these alerts.
- III. Description of Online Banking Services

## A. Internal Transfers

- You may transfer funds between your SCU Deposit Shares and Loan accounts. Transfers can be made in two ways, one-time and recurring. One-time transfers can be scheduled as immediate or future-dated. Future date or recurring transfers will be processed on the business day requested. Transfers that fall on a weekend or a non-credit union business day will be processed on the next credit union business day.
- You may also transfer funds from your linked SCU personal or sole proprietor checking, savings, or line of credit accounts to most SCU personal or sole proprietor checking or savings accounts of other individuals. In order to link SCU accounts, Choose Account Maintenance then Transfer Setup and follow the prompts.
- The completion of a transfer is subject to the availability of sufficient funds at time of final processing. If you do not have enough available funds, you may incur a non-sufficient funds (NSF) fee. Please refer to the applicable account agreement and fee schedule for details.

Cut-off Times for Debiting of Transfers

- Transfers you submit from a deposit account (checking or savings accounts) are immediately reflected in your balances for that account.
- Transfers you submit from a line of credit account are immediately reflected in your available credit for that account.
- Transfers entered before the close of business will be posted on the same credit union business day
- Transfers entered after the close of business will be processed on the next credit union business day.

Cut-off Times for Crediting of Transfers

- Transfers to deposit accounts are immediately reflected in the account balance online and at ATMs.
- Payments to a line of credit, installment loan or mortgage account made via the Transfer Funds are immediately reflected in the account balance online.
- Payments to a credit card account made via the Transfer Funds will be reflected on your account balance on the next credit union business day
- Transfers entered before the close of business will be posted on the same credit union business day
- Transfers entered after the close of business will be processed on the next credit union business day.

#### **B. External Transfers**

- Within Online Banking you will have the option of transferring funds into your personal deposit or loan accounts at SCU from an outside institution; 1) on a recurring basis, or 2) as a one-time only payment
- You will need to set up each bank to bank transfer that you wish to initiate. You agree that you will only attempt to initiate transfers for which you have the authority to transfer funds. This can be done within Online Banking by choosing the Account Maintenance tab, then the Bank to Bank setup screen
- A funds transfer to another financial institution initiated before 4:00pm EST on a business day will be posted the next business day.
- Transfers can be initiated by choosing the tab for Move Funds, then choosing Bank to Bank Transfer
- Transfers you make to your SCU share account from an outside institution will have an automatic three (3) business day hold placed on the entire amount of the funds.
- You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your account at the time of the withdrawal. If you do not have a sufficient balance, including available credit under any overdraft protection plan, we may refuse to complete the transaction. In either case, we reserve the right to impose NSF, over-limit, returned item or similar fees. See your designated account agreement for applicable fees. In addition, at our option, we may make a further attempt to issue the payment or process the transfer request.
- SCU has the right to terminate any bank to bank transfers if we find that you have had any
  prior Transfer outside SCU between accounts at other financial institutions canceled, revoked,
  or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen
  accounts, or any similar reason.
- All Transfers outside SCU are immediate. You may not cancel after the information has been transmitted to us.

#### **C. Bill Payment Processing**

- SCU members with a deposit account may use the Bill Payment product in the following manner:
  - You authorize SCU to withdraw, debit or charge the necessary funds from your designated SCU account for all transfers and payments as described in this Agreement.
  - Payments can be entered as a one-time transaction, a recurring fixed amount transaction, or a recurring variable amount transaction.
  - You authorize SCU to make payments in the manner we select from the following methods: Electronic transmission – A majority of payments are made by electronic transmission. Corporate check- This is a check drawn on the account of our vendor.
  - If a Payee on a corporate check fails to negotiate the check within ninety (90) days, our vendor will issue a stop payment on the check, and you will receive credit via ACH shortly thereafter. You will not be charged a fee if this situation occurs.
  - Scheduling Bill Payments The scheduled payment date is the date you enter for the payment to be deducted from your account.
  - Payments entered on the current credit union business day will be processed on the next credit union business day
  - Payments scheduled on a weekend or other non-credit union business day will be processed on the next credit union business day.

## **D.** Canceling Transfers and Payments

- Bill Payments In order to cancel a payment, you must sign into Online Banking and follow the
  - directions provided on the Bill Pay screens. The cancel feature is found in the Bills section of Online Banking.
  - Internal Transfers You may cancel an internal transfer distribution after it has been entered in Online Banking by choosing Distributions and then Reoccurring Distribution or Payroll Distribution and deleting the transfer.
  - External Transfers You may cancel a bank to bank transfer by choosing the Account Maintenance tab, then clicking on the Bank to Bank setup screen.
- IV. Other Terms and Conditions

## A. Charges Incurred

- Please note that you may incur charges for normal account fees and service charges, any Internet service provider fees, or stop payment fees. In addition, an NSF fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.
- Please refer to your Account Service Agreement to determine whether such fees will be assessed.

#### **B. Service Hours**

Online Banking services and Transfers outside SCU are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed online when you sign on to Online Banking.

#### **C. Business Days**

For Online Banking services and Transfers outside SCU, our business days are Monday through Friday, excluding credit union holidays.

#### **D. Canceling Your Online Banking**

If you wish to cancel your online banking service, please notify us in writing. All notices should be directed to:

#### Sharefax Credit Union

1147 Old State Route 74 Batavia , Ohio 45103 Attention: Data Processing Department

#### **E. Joint Accounts**

When your Online Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same Online ID will be identified as one service.

#### F. Changes to Agreement

We may change this agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. If you maintain your Online Banking services or make any Transfers outside SCU after the effective date of a change, you indicate your agreement to the change.

#### G. Use of External E-mail Address

With Online Banking services and Transfers outside SCU, we may send messages to your external e-mail address and notify you that responses to your payment inquiries or member service inquiries are available, or as otherwise described within the Online Banking or Transfers outside SCU services. You may notify us of any changes to your external e-mail address through the E-Mail tab within your Online Banking service.

#### H. Contact by SCU or Affiliated Parties

No SCU employee, nor any company affiliated with SCU, will contact you via e-mail or phone requesting your Online PIN or online password. If you are contacted by anyone requesting this information, please contact us immediately.

#### I. Reporting Unauthorized Transactions

To report unauthorized transactions call us at 753.2440 or 1.800.733.1728. Online Banking member service is available from 9:00 a.m. to 5:30 p.m. , five (5) days a week, excluding credit union holidays. You may also write us at:

#### Sharefax Credit Union 1147 Old State Route 74 Batavia , Ohio 45103

## J. Account Statements

We report your Online Banking financial transactions and Transfers outside SCU transactions on the monthly statements for your linked accounts. A description of each financial transaction, including the date and the amount of the transaction, will appear on your statement.

#### V. Additional Provisions

#### A. In Case of Errors or Questions About Your Electronic Transactions

Send us a secure online mail message or call us at 753.2440 or 1.800.733.1728. You can also write to us at:

Sharefax Credit Union 1147 Old State Route 74 Batavia , Ohio 45103 Attn: ACH Department

Please contact us immediately if:

- You believe your statement or transaction record is incorrect
- You need more information about a transaction listed on your statement
- An unauthorized person has discovered your Online Banking password
- Someone has transferred or may transfer money from your account without your permission.
- Bill payment transactions have been made without your authorization.

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared. If you tell us verbally, we may require you to send us your complaint or question in writing or via e-mail within ten (10) credit union business days. (Online Banking members may use secure online mail). When you contact us, please provide the following information:

- Your name and account number.
- The date and dollar amount of the transaction in question.
- The name of the Payee if the transaction in question is a bill payment.
- The transaction number assigned by Online Banking, if available.
- A description of the transaction about which you are unsure.

Please explain as clearly as you can why you believe there is an error or why you need more information. We will tell you the results of our investigation within 10 credit union business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 credit union business days for the amount you think is in error, so that you 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 your letter in 10 credit union business days, we reserve the right not to provisionally credit your account. If we conclude there was no error, we will send you a written explanation within three (3) credit union business days after we complete our investigation. You may request copies of the documents that we used in our investigation.

## B. Limitation of Liability

Tell us at once if you believe your Online Banking password has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your Online Banking services could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you. If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period, if we can show that we could have stopped the transaction if you had notified us in time.

When you give someone your Online Banking ID and password, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person that performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every Online Banking session and close your browser to ensure confidentiality.

#### C. Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account on time or in the correct amount according to our Agreement with you, we may be liable for your losses. However, there are some exceptions.

For instance, we will not be liable:

- If, through no fault of ours, you don't have enough available funds in your account (or available credit under your overdraft protection plan), or credit to cover the transaction or transfer.
- If circumstances beyond our control (such as fire, flood, or electrical failure) prevented the transaction or transfer, despite reasonable precautions we've taken.
- If there are postal delays or processing delays by the Payee.
- There may be other exceptions not specifically mentioned.

VI. Additional Provisions Applicable Only to Business Accounts (other than Sole Proprietors)

#### A. Protecting Your Password

You agree that we may send notices and other communications, including password confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

## You further agree that SCU will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

#### You agree to:

keep your password secure and strictly confidential, providing it only to authorized signers on your account(s);
 instruct each person to whom you give your password that he or she is not to disclose it to any

unauthorized person; and

3) immediately notify us and select a new password if you believe your password may have become known to an unauthorized person.

SCU will have no liability to you for any unauthorized payment or transfer made using your password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.

We may suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner. You as a member also have the ability to change your password or audio PIN via online banking.

## B. Acknowledgment of Commercially Reasonable Security Procedures

By using Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic credit union transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

#### C. Limitation of Credit Union's Liability

If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions.

# We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other.

If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest.

Unless otherwise required by law, in no event will SCU be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

VII. Electronic Disclosure and Consent

You agree that we may provide you with all disclosures, notices and other communications about Online Banking and Transfers outside SCU in electronic form. We will provide all future notices by email.

At your request, we will provide you with a paper copy of any of the above documents without any fee. You have the right to withdraw this consent. You may obtain copies of any documents we provided electronically, or withdraw your consent by calling us at 753.2440 or 1.800.733.1728.

## **Check-by-Phone & Ordering Checks From other Vendors**

When paying a bill with a "Check-by-Phone" or ordering checks from vendors other than Sharefax, the 9000 check series can not be used. This may cause a delay in payment.

## **Unlawful Internet Gambling Enforcement Act Notice to Sharefax Credit Union Members**

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notice is to inform you, as a member of Sharefax Credit Union, that restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person or business entity accepts credit, funds, instruments or other proceeds from another person or business entity in connection with unlawful Internet gambling.

By maintaining an account with our institution, you certify that you do not engage in Internet gambling and you agree to notify us if your account is ever used for Internet gambling of any kind, even if you believe the activity to be legal. If you do not, we may terminate your access to various payment methods or close your account.