



E-Services Disclosure and Agreement

Coverage:

This Disclosure and Agreement applies to your use of any eService offered by Presidents Federal Credit Union which permits you to access your account(s) with us via the Internet for services selected by you and agreed upon by us. This Agreement applies to all persons that are parties to the account(s) regardless of account type. In this Agreement, the terms “you” and “your” refer to each user on an account accessible by an eService, and the terms “us”, “we” and “our” refer to Presidents Federal Credit Union. By requesting and accessing any eService, you agree to abide by the terms and conditions of this Agreement and acknowledge your receipt and understanding of the important disclosures contained in this Agreement.

This Agreement is given to you in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.), Regulation E (12 CFR 205, et seq.), and the federal E-SIGN Act (15 U.S.C. Section 7001, et. Seq) to inform you of certain terms and conditions applicable to one or more eService offered by us. This Agreement, in conjunction with other rules disclosed at account opening, establishes the rules that cover electronic access to your account(s) at Presidents Federal Credit Union through our website www.presidentsfcu.org.

This Agreement is intended to supplement and not to replace other agreements between you and us relating to your account(s). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue to be in full force and effect. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other subsequent default or breach.

E-SIGN Disclosures:

By signing below and/or by using, or allowing another to use, any eService, you are consenting (initially and on an ongoing basis) to the electronic delivery and acceptance of; 1) this Agreement and any other subsequent disclosure of information related to eServices; 2) any notice or future disclosure required by law including, but not limited to account opening disclosures, periodic statements, change-in-terms, electronic fund transfers, and adverse action notices. Notices to the general public or membership may be delivered to you electronically by posting the notice on our website, by email, or both. Any notice sent to you via email will be deemed to have been received five (5) business days after it is sent, whether opened or not. Such disclosures will be provided in a downloadable or printable format, and upon request, may be mailed to the address of record.

Minimum System Requirements:

In order for you to properly access, receive, review and retain electronic disclosures and conduct electronic transactions through our website www.presidentsfcu.org, the following minimum computer system requirements must be satisfied:

PC Users:

- Pentium processor, 32MB RAM
- Modem, 56K or faster
- Monitor, SVGA w/ 16 bit color and 1024x768 resolution
- Mouse or compatible pointing device
- Acrobat reader
- Cookies must be enabled
- Internet access and browser, 128bit encryption, Microsoft Internet Explorer 6 or higher

Mac Users:

- Power PC processor, MacOS version 8.1, 12MB RAM
- Modem, 56K or faster
- Monitor, SVGA w/ 16 bit color and 1024x768 resolution
- Mouse or compatible pointing device
- Acrobat reader
- Cookies must be enabled
- Internet access, 128 bit encryption, Internet Explorer 5.1.7 or higher

We recommend you also have and maintain a printer capable of printing information e-mailed to you and/or made available on our website. As an alternative, you must have and maintain the ability to electronically save and visually display on your computer screen information e-mailed to you and/or made available on our website.

You are responsible for selecting equipment, hardware, software, Internet Service Provider (ISP), or any part of them, and for any defect, malfunction or interruption in service or security due to hardware failure, your choice of ISP and systems and computer services.

In addition, you agree that we are not responsible for any electronic virus that you may encounter using any eService offered by us. We encourage you to routinely scan your computer and diskettes using any reliable virus protection product to detect and remove any viruses found. Left undetected or not repaired, a virus may corrupt, compromise or destroy your program, files and even hardware.

Business Days:

Our Business day for electronic transactions is Monday through Friday, excluding federal holidays. Although you may access eServices 24 hours a day, 7 days a week, at certain times some or all of these services may not be available due to system maintenance.

Third Parties:

You understand that third parties other than us provide support and services relating to one of more eService provided and you authorize us to contract third parties to provide such support and service. We also reserve the right to assign or delegate certain rights and responsibilities under this agreement to other independent contractors or other third parties. You, however, may not assign this Agreement, in whole or in part, or delegate any of your responsibilities under this Agreement to any third party of entity.

Amendments:

We May amend this Agreement at any time. Notice will be sent to you at your current address in our files, or we may communicate with you any amendment by electronic message as allowed under applicable laws and regulations. Amendments will be effective upon the date indicated in the notice. Your access or use of any eService after the amendments have been communicated constitutes receipt, acknowledgement and acceptance of such amendments.

Fees:

Presidents Federal Credit Union offers the benefit and convenience of eServices to you free. Other normal account and/or activity charges are applicable and will be charged accordingly. Refer to the Fee Schedule on our website for additional information. You are responsible for telephone, cable and Internet Service Provider (ISP) charges incurred by accessing your account through any eService.

Periodic Statements

Enrollment in any eService is authorization and consent (initially and on any ongoing basis) to the delivery of periodic account statements electronically. You may request a paper copy of your statement at any time by completing a research request form on eTeller. See the current fee schedule for related fees. eService transactions and charges, if any, will appear on your periodic account statement each month. You understand the importance of your role in preventing misuse of your account(s) via eServices and agree to promptly examine your statement as soon as it is received.

You understand that you may withdraw your consent to receive disclosures electronically, including periodic account statements, at any time by notifying us in writing. In general, access to eServices will be terminated within a reasonable time thereafter.

Termination:

We may modify, suspend, or terminate (in whole or in part) your privilege of using eServices and may withhold approval of any transaction, at any time, without prior notice to you. Situations that may constitute suspension or termination include, but are not limited to; a) non compliance with any agreement governing any of your accounts, b) your account not being maintained in good standing, c) inactivity of eService, or d) if we suspect actual or potential unauthorized use of your account. In the event we terminate (in whole or in part) your eService access, we may try to notify you in advance but are not required to do so.

You may terminate (in whole or in part) your access to eServices by providing us with your request at:

Presidents Federal Credit Union
4135 State Route 128
Cleveland, OH 44102
(513) 941-6675

Access to such services will be suspended within three (3) business days of our receipt of your instruction to cancel the service. You will remain responsible for all transactions, fees and charges incurred prior to the date of cancellation.

Your Responsibility:

You are responsible to keep us informed of your contact information, including your current mailing address, telephone number and email address. You can update your contact information by presenting valid ID at a branch, by verifying information over the phone or by completing the change of address/phone number/email address forms on e-Teller.

It is also your responsibility to ensure email communications to you from us are permissible and not blocked by computer settings you invoke. Messages sent to you may contain important disclosure and/or account information. You are responsible for reading, retaining and responding (if necessary) to such communications.

Collection costs:

You agree to pay us reasonable expenses, including court costs and attorney's fees, for enforcing our rights under this Agreement.

Disclaimer:

Presidents Federal Credit Union makes no warranty of any kind, express or implied, in connection with the eServices provided to you under this Agreement. We do not and cannot warrant that eServices will operate without errors, or that any or all eServices will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to www.presidentsfcu.org; including loss of profits, revenue, data or use by you or any third party. You further agree that Presidents Federal Credit Union will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at any location you elect to use to gain access to eServices.

We will not be liable for any action or transaction not processed, through no fault of ours, (a) if you do not have sufficient funds in the account from which a payment or transfer is to be made, (b) if the account has been closed, (c) if the account is not in good standing, or (d) if we reverse an action or transaction because of insufficient funds. Further, we will not be liable (a) if the action or transaction you authorized would cause your account to exceed any credit limit assigned to that account or (b) if circumstances or persons beyond our or our agent's control prevent, delay, intercept or alter the processing of an action or transaction, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, (a) equipment failure, (b) telecommunications failure or interruptions, (c) labor disputes, (d) wartime, (e) acts of terrorism, (f) fire, (g) floods, and (h) other disasters.

E*TELLER

Access Codes:

In order to access E*Teller, you must have your account number and fill out an application with Presidents Federal Credit Union. The password and account number have the same effect as your signature to authorize transactions. Consequently, you agree to keep the password and account number private and not record or disclose your password or account number to anyone. You agree and understand that we are authorized to act upon instructions received through any eService under your password and account number without inquiring into the identity of the person using such information.

We recommend you change your password regularly. The password should not be associated with any commonly known personal information, such as social security number, address, date of birth, name(s) of children and should be memorized rather than written down. Under no circumstances should you disclose your password or account number to any unauthorized party, including a Presidents Federal Credit Union representative.

If you give someone your password and account number, you are authorizing that person to use this service and you are responsible for all transactions the person performs using the service. All transactions performed by that person, even those transactions you did not intend or want performed are authorized transactions. You must notify us immediately if such persons are no longer authorized and change your password.

Transactions:

You may use your eTeller access to:

- withdraw funds via check from any unrestricted share savings or share draft (checking) account
- transfer funds to/from any unrestricted share savings to/from share draft (checking) account
- transfer funds from an overdraft line of credit to any unrestricted share savings or share draft (checking) account
- make payments from any unrestricted share savings or share draft (checking) to loan accounts with us
- obtain account balance information of any share savings or share draft (checking) account
- obtain loan balances and account history
- view images of paid checks and view and print your e-Statement(s)
- obtain dividend and loan interest paid information
- set, change or cancel cross-account transfers
- change or retrieve your password

Limitations:

During any statement period, you may not make more than six withdrawals or transfers from a savings or money market account to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order or instruction, or computer. No more than three of these six transfers may be made by check, draft, debit card or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer request (refer to Fee Schedule), and we may reclassify or close your account.

Termination:

Termination of eTeller, whether by you or us, will not close your share savings or share draft (checking) account linked to this service. Termination of eTeller will, however, terminate your ability to access eStatements. Termination of your primary share savings account, whether by you or us, will automatically terminate all eServices.

ELECTRONIC FUNDS TRANSFER DISCLOSURE

Our Liability:

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 will be liable for your losses or damages. However, there are some exceptions and we will not be liable, for instance, if:

- a. through no fault of ours, you do not have enough money in your account to make the transaction;
- b. the transaction would cause an overdraft;
- c. the terminal or system was not working properly and you were aware of the malfunction when you started the transaction;
- d. circumstances beyond our control (such as fire, flood, power failure or computer down-time) prevented the transactions despite reasonable precautions that we have taken;
- e. the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- f. your password/user ID has been entered incorrectly;
- g. the payee mishandles or delays a payment sent by our bill payment service provider;
- h. you have not provided our bill payment service provider with the correct names, phone numbers, addresses or account information for those persons or entities to whom you wish to direct payment;
- i. the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

Confidentiality:

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

- a. when it is necessary for completing or tracing transfers or resolving errors or claims;

- b. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c. in order to comply with government agency or court orders or other legal process;
- d. to our employees, auditors, service providers or attorneys in the course of their duties;
- e. if you give us your prior written permission.

Your Liability:

Tell us at once if you believe your password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your code, and we can prove that you could have stopped someone from using your code without your permission if you had told us, you could lose as much as \$500.00. If you have authorized someone else to use the code, you are responsible for all transactions which that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was sent 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 will extend the time periods.

Contacting us:

If you believe your password has been lost or stolen or someone has transferred or may transfer money from your account without your permission, call or write us at:

Presidents Federal Credit Union
4135 State Route 128
Cleves, OH 45002
(513) 941-6675

Error Resolution Notice:

In case of errors or questions about your electronic transfers, call or write to us at the telephone number or address listed above, 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 sixty (60) days after we sent the first statement on which the problem or error appeared.

- a. Tell us your name and account number.
- b. 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.
- c. Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within ten (10) business days (twenty [20] business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety [90] if the transfer involved a new account or foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty [20] business days if the transfer involved a new account) 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 ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. You may ask for copies of the documents that we used in our investigation.



E-Services Disclosure and Agreement

Please complete and return to the Credit Union.

I have read and understood the terms and conditions of Presidents Federal Credit Union and hereby request access to e*Teller home banking.

Signature

Date of Request

E*Statements requested: _____ E-mail address: _____
Yes or No

Login ID: _____ (must be 8 alpha or numeric)

Cross Account Transfer Access requested: _____
Yes or No

Account Numbers to be accessed: _____

PIN Requested: _____ (6-9 characters, at least 4 alpha and 2 numeric)

Scan and Email signed and completed form to: wecare@presidentsfcu.org

Or Fax signed and completed form to: **513-941-8240**

To be completed by Presidents FCU Staff Only

Completed by: _____

Date: _____

Version: November 2013