

## ***North Georgia Credit Union Online Banking Agreement and Disclosure***

This Agreement is the contract which covers your and our rights and responsibilities concerning the Online Banking services offered to you by the above-named Credit Union ("Credit Union"). The Online Banking service permits you to electronically initiate account transactions and bill payments involving your accounts and communicate with the Credit Union. In this Agreement, the words "you" and "yours" mean those who request and use the Online Banking and Bill Payer service, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union. By requesting and using the Online Banking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. In addition to the terms herein, you acknowledge the receipt and incorporation herein of the terms of your Membership Agreement with the Credit Union, which shall also govern our relationship with you. To the extent that the terms of a specific provision this Agreement vary from the terms set forth in the Membership Agreement, the specific terms and conditions of this Agreement will govern our relationship with you with regard to the services specially described herein.

### **1. Online Banking Service.**

**a. Account Access.** If we approve your request for the Online Banking and Bill Payer service, you may use your personal computer to access your accounts through the Internet. You must use your access code along with your account number to access your accounts. The Online Banking service is accessible seven (7) days a week, 24 hours a day. You will need a personal computer and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of your computer. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer.

**b. Types of Transactions.** At the present time, you may use the Online Banking service to:

- Transfer funds between your deposit and loan accounts.
- Review account balance, transaction history, direct deposit and tax information for any of your Checking or Savings accounts.
- Review information on any loan account including due dates, finance charges, interest rate, and balance information.
- Review past statements of yours.
- Request a withdrawal from any Checking or Savings account by check mailed to you.
- Make bill payment transfers to authorized creditors through the Bill Payer service.
- Communicate with the Credit Union using the electronic mail (E-mail) feature including stop payment requests and other transactions permitted by the Credit Union.

Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

**c. Service Limitations.** The following limitations on Online Banking transactions may apply in using the services listed above:

**(i) Transfers.** You may make funds transfers to other accounts of yours as often as you like. However, transfers from your Share/Savings account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**(ii) Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

**(iii) E-Mail.** The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, please call 706-886-1441, 706-356-7001, or 706-376-6961. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) days before a bill is due. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

You may cancel or stop payment on one-time, manual, and automatic bill payment instructions under certain circumstances. If you discover an error in or want to change a payment instruction (i.e., payment date or payment amount) for a bill payment that you have already scheduled for transmission through the Online Banking service, you may electronically edit or cancel your payment request through the Online Banking service. Your cancellation request must be entered and transmitted through the Online Banking service prior to the date the account is debited for the payment. If your request is not timely entered, you will be responsible for the payment.

If you wish to place an oral stop payment on an automatic bill payment transaction, not using the Online Banking service, the Credit Union must receive your oral stop payment request at least three (3) business days before the payment is scheduled to be made. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written

confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. If these payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment, when the payment will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**2. Security of Access Code.** The password or access code ("access code") that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your Online Banking and account services immediately.

**3. Liability for Unauthorized Access.** You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use the Online Banking service or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code or accessed your accounts through Online Banking service without your authorization. Telephoning is the best way of keeping your possible losses down.

**If you believe that someone has used your access code or has transferred or may transfer money from your account without your permission, call the Credit Union at: 706-886-1441, 706-356-7001 or 706-376-6961 or write the Credit Union at:**

North Georgia Credit Union  
P.O. Box 280  
Toccoa, GA 30577

**4. Business Days.** Our business days are Monday through Saturday. Holidays are not included.

**5. Fees and Charges.** There are currently no monthly service charges for Online Banking and Bill Payer services. However, a fee will apply if you need to expedite a payment through Bill Pay. The Credit Union will advise you of any fee changes prior to implementing them. In the future, the Credit Union may add to or enhance the features of the services. By using such added or enhanced features, you agree to pay for them in accordance with the Credit Union's Fee Schedule. You are responsible for all charges from your internet service provider or mobile carrier. All other fees associated with your accounts at the Credit Union apply.

**6. Periodic Statements.** Transfers, withdrawals, and bill payments transacted through Online Banking will be recorded on your periodic statement. You will receive a statement

monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may also elect to receive your periodic statements electronically.

**7. Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant;
- c. To comply with government agency or court orders;
- d. If you give us your express permission.

**8. Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, the Credit Union will not be liable:

- a. If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- b. If you used the wrong access code or you have not properly followed any applicable computer, Internet, or Credit Union user instructions for making transactions.
- c. If your computer fails or malfunctions or the Online Banking or Bill Payer services was not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- e. If the funds in your account are subject to an administrative hold, legal process or other claim.
- f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- g. If the error was caused by a system beyond the Credit Union's control such as a telecommunication system or your Internet service provider.
- h. If there are other exceptions as established by the Credit Union from time to time.

**9. Termination of Online Banking Services.** You agree that we may terminate this Agreement and your use of the Online Banking services if you or any authorized user of your account or access code breaches this or any other agreement with us; if we have reason to believe that there has been an unauthorized use of your account or access code; or, if you have not used the online banking services during the previous 12 months. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**10. Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will provide notice to you in accordance with applicable law. Use of the Online Banking service is subject to existing regulations governing your accounts and any future changes to those regulations. You agree that any electronic messages or records you transmit or create may be usable for any subsequent reference in the event of any dispute regarding your account or any account transaction.

**11. Billing Errors.** In case of errors or questions about your Online Banking or Bill Payer transactions, telephone us at the phone number or write to us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- a. Tell us your name and account number.
- b. Describe the transaction 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 orally, 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 after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\*\* business days for the amount you think is in error, so that you will have the use of the funds 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. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

\*If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

\*\*If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

Note: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

**12. Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you.

This Agreement shall be governed by and construed under the laws of the state of Georgia as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Georgia law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision shall be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision.

**13. Limitations and Warranty Disclaimers.** We and our service providers disclaim all warranties relating to the Mobile Banking – Mobiliti Services or otherwise in connection with this Agreement, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. The Credit Union's liability shall be limited to direct damages sustained by you and only to the extent that such damages are a direct result of the Credit Union's gross negligence or willful misconduct; provided that the maximum aggregate liability of the Credit Union resulting from any such claims shall not exceed the total fees paid by you for the service resulting in such liability in the six-month period preceding the date the claim accrued. In no event shall the Credit Union be liable for special, incidental, punitive or consequential loss or damage of any kind including lost

profits whether or not the Credit Union has been advised of the possibility of such loss or damage. The Credit Union's licensors or suppliers will not be subject to any liability to member in connection with any matter.

**14. Force Majeure.** The Credit Union shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.