

# Disclosures

<b>Berkeley Community Federal Credit Union ONLINE AND MOBILE BANKING SERVICES- ONLINE BANKING DISCLOSURE</b>
--

This Agreement covers your and our rights and responsibilities concerning all Virtual Branch Next and Mobiliti (online banking) services offered to you by Berkeley Community Federal Credit Union. Berkeley Community Federal Credit Union permits you to electronically initiate account transactions involving your accounts and communicate with the Credit Union. In this Agreement, the words “you” and “yours” mean those who sign the Membership Application or any Berkeley Community Federal Credit Union (“Credit Union,” “we,” and “us”) online services authorization form as applicant or joint owners. The word “account” means any one or more deposit accounts you have with the Credit Union. By requesting and using online banking, 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 in this agreement may 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 specifically described herein.

(3) establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and (4) providing you with certain disclosures and information regarding our policies as required by law.

**1. Online and Mobile Banking Services.** Upon approval, you may use a computer to access your accounts. You must use your Virtual Branch Next LogIn ID and password that you set up to access both your online and mobile banking accounts. Online banking services are accessible 7 days a week, 24 hours a day, unless under unavoidable circumstances. You will need a personal computer, mobile device, or tablet and a compatible web browser such as Microsoft Edge®. You are responsible for the installation, maintenance and operation of your computer. You are responsible for any and all telephone access fees or internet service fees that may be assessed by your telephone and/or Internet Service Provider. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet Service Provider or your computer. At the present time, you may use the online banking service to:

- (a) Review the status of your Berkeley Community FCU accounts
- (b) Transfer funds between your Berkeley Community FCU accounts
- (c) View your account statements
- (d) Receive email notifications
- (e) Review pending ACH warehoused postings
- (f) Access personal line of credit
- (g) Pay bills with bill pay service

**2. Online and mobile banking limitations.** The following online banking transactions limitations may apply:

**(a) Transfers.** Regulations D: Due to amendments to the regulation, there are currently no limitations on the number of transfers that can be made from your savings account per month. This includes transfers made via Teller-Mate, in-person, ACH preauthorized drafts and overdraft protection, online and mobile banking. You may transfer funds between your accounts as often as

you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit 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.

**(b) Funds Transfer.** Transfers from your savings account that will reduce the balance below the required minimum (\$25.00) are not permitted. Any external or internal Funds Transfer payment which creates an overdraft will be charged an insufficient funds (NSF) fee. Transfers cannot be made from any account where balances are restricted, such as dormant status, accounts subject to legal process, or other encumbrances restricting the transfer (such as loan secured by shares).

**(c) 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 any ATM deposit transactions and our Funds Availability Policy.

**(d) Email.** You may use the [staff@berkcofcu.com](mailto:staff@berkcofcu.com) email address to contact us. The Credit Union may not honor request to perform transactions or account maintenance (address changes). If you need to contact the Credit Union immediately regarding your account(s), you may call (800) 858-0047 or (843) 761-8298.

**(e) Connection.** Your internet banking session will "Time Out" after 14 minutes of inactivity. If you time out, you must log in again.

**(f) Log On.** You will be locked out after five (5) failed log on attempts.

**(g) Availability.** Online services are generally available seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's services may not be available due to system maintenance.

**3. Security.** The LogIn ID and password are both created and selected by you for security purposes. Both are confidential and should not be disclosed to third parties or recorded. You agree not to disclose or otherwise make them available to anyone not authorized to sign on your accounts. If you authorized anyone to use your LogIn ID and/or password; that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your LogIn ID and/or password and the Credit Union suffers loss, we may terminate your electronic funds transfer, online, and account services immediately.

**4. Member Liability.** In case of errors or questions about your electronic transfers, telephone us at the telephone numbers or write us at the address listed at the end of this disclosure, 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. You should provide the following information:

1. Tell us your name and account number.
2. Describe the transfer you are unsure of, and include to the extent possible, the type, date, and explain as clearly as you can why you believe it is an error or why you need more information.
3. 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, at the address listed in this Agreement and Disclosure. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you, within two (2) business days, after providing the provisional credit, with the amount you think is in error, and the date, so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of the

investigation (including, if applicable, notice that a provisional credit has been made final). For transactions initiated outside the United States, or resulting from a point-of-sale debit card transaction, we will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

**5. Business Days.** Our business days are Monday through Friday. Holidays are not included.

**6. Fees and Charges.** Online and mobile banking services are currently offered at no cost to our members. Please see Fee Schedule for other fees that may apply.

**7. Right to Receive Statements.** Transfers and withdrawals transacted through online and mobile banking will be recorded on your periodic statement. Periodic statements can be provided by mail or delivered to you electronically. You will receive a statement monthly, unless you only have a savings account with Berkeley Community Federal Credit Union and in this case, you will receive a statement at least quarterly.

**E-Statements-Members** may sign up for e-statements once establishing a log-in to Virtual Branch Next. Both e-statements are available to you without a charge, at this time. If you are not currently enrolled in e-statements,

**E-Statement Notification-** Provided that we have a valid email address, you will receive an email notification, when your monthly statement is available. Notifications can only be sent to one email address. It is your responsibility to update your email address either by notifying Berkeley Community Federal Credit Union anytime you have a change in your email address, or updating it online.

**8. Liability for Failure to Make a Transaction.** If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:

- a. You do not have enough money in your account to make the transaction through no fault of ours.
- b. The transaction goes over the credit limit on your overdraft line.
- c. The terminal where you were making the transaction does not have enough cash.
- d. The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
- e. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- f. You have not properly followed instructions for operation of the ATM or system.
- g. The funds in your account are subject to legal process or other similar encumbrance.
- h. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.

- i. Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.

## **9. In**

**appropriate Transactions.** You warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal Transactions(s) as determined by applicable law; and that any such use, including any authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Provider's Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

**10. Termination of Online and Mobile Banking Services.** You agree that we may terminate this Agreement and your electronic funds transfer services, if you, or any authorized user of your online login credentials, breach this or any other agreement with us; or if we have a reason to believe that there has been an unauthorized use of your accounts or login credentials. You or any other party 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. Termination of this agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

**11. Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will provide you with a notice before the effective date of any change. Use of this service is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

**12. Information Disclosure.** We will disclose information to third parties about your account or the transactions you make: 1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.

**13. Equipment and Technical Requirements.** I understand that to have online and mobile banking services access, I am required to acquire the necessary equipment, services and software. This includes a personal computer, modem, Internet Service Provider (ISP) and Microsoft Internet Explorer® browser or other approved browser software. As browsers are updated over time, older versions may not function effectively for online and mobile banking connections. It is my responsibility to upgrade my browser, when it becomes apparent it is needed, to ensure that I can access online services.

**14. Alterations and Amendments.** The terms of this agreement, applicable fees, and service charges may be altered or amended by the Credit Union from time to time. In such event, the Credit Union will make a notice on the web site, in writing or via email to notify you.

**15. Termination or Discontinuation.** In the event you wish to discontinue online banking service, you must contact the Credit Union by calling (800) 858-0047 or (843)761-8298.