

ELECTRONIC FUNDS TRANSFER DISCLOSURE AND AGREEMENT FOR ONLINE AND MOBILE BANKING & INTERNET BILL PAY SERVICES

INTRODUCTION

This agreement governs the online and Mobile banking service offered by Velocity Community Federal Credit Union (VCFCU) and is a supplement to certain other share account agreements which you have already entered into with the Credit Union. It supplements those Accounts that you and Velocity Community Federal Credit Union have agreed will be accessed by the online and Mobile banking or Internet Bill Pay Services. This agreement supersedes all other share account agreements to the extent that there is a conflict.

"We", "our", "us" and "VCFCU" refer to Online (also known as Home) and Mobile banking, and "you" and "your" refer to anyone authorized to sign checks or make withdrawals on your account(s) and to anyone else you authorize to use the Online banking or Mobile banking services issued to you on your behalf. The first time you access your VCFCU account(s) through Online banking will confirm your agreement to the terms and conditions and acknowledges your receipt and understanding of this disclosure. To the extent permitted by law, you agree to receive all disclosures, notices and information under this agreement electronically. We may change terms or amend this agreement from time to time without notice or as otherwise provided by law.

ON-LINE SERVICES

Online Banking and Mobile Banking Service:

The Online banking and Mobile banking service allows you to access your VCFCU accounts via the Internet 24 hours a day, seven days a week. You can complete transfers to accounts that you have authorized, as well as obtain statement information for viewing and downloading to financial management software. If you have authorized cross account transfers for the Telephone Banking system, the designated accounts will be available for Online banking and Mobile banking transfers. If your account does not currently have cross account transfer access, an on-line application is available for this service on our Main Web site under the Services tab where you will see the Telephone banking tab.

Bill Pay Service:

The Online banking and Mobile banking offer access to our Bill Pay service. This Bill Pay service allows you to make payments to merchants, companies or individuals from your VCFCU checking account via the Internet. You can make one-time payments as well as set up recurring payments.

FEES AND CHARGES

There is no charge for using Online banking or Mobile banking. These services are FREE. There may be a charge for the Bill Pay service, depending on your membership status. Please see our most current Fee Schedule.

The standard fees for deposit accounts will continue to apply as disclosed in the Credit Union's current Fee Schedule. If applicable, a non-sufficient funds (NSF) fee will be charged to your account, including if the payment you have requested is completed and overdraws your account. You are responsible for all telephone access or Internet service fees that may be assessed by your telephone and/or Internet service provider.

ELIGIBILITY FOR ON-LINE SERVICES

Online Banking and Mobile Banking Service:

You may access your account(s) via the Online banking and Mobile banking service by use of a personal computer or a mobile device. After you have completed the on-line application, you will receive an email from VCFCU containing your password. When you access the Online banking or Mobile banking service for the first time, you will be prompted to change your password. For your protection, you are required to change your password every ninety (90) days.

Bill Pay Service:

In order to use the Bill Pay Service, you must already be enrolled in Online banking. Select the Pay Bills tab and then the Signup/Administration tab. In order to pay bills online, you must have a checking account. Once you have received notification of approval by return e-mail, the Bill Pay service will generally be available at that time.

TYPES OF AVAILABLE ELECTRONIC TRANSFERS AND LIMITS

Online Banking and Mobile Banking Service:

You, or any other persons who you have authorized to use your Online banking or Mobile banking service and password, may perform the following transactions on your accounts at VCFCU:

- Inquiries on checking, savings, certificate, IRA and loan accounts
- View and/or print copies of cleared checks (Online Banking, only)
- Transfer funds between accounts or schedule recurring transfers
- Other transactions as they are made available in the future

When you give someone your password, you are authorizing that person to use your on-line services and you are responsible for all transactions the person performs using your Online banking, Mobile banking, or Bill Pay service. All transactions that person performs are considered authorized transactions.

Bill Pay Service:

When you apply for Bill Pay Service you designate your VCFCU checking account as the payment account from which authorized payments will be deducted. You will be given the ability to set up the names, addresses, and account numbers (if any) of the payees (the companies or persons who will receive the payments). You are not permitted to designate governmental agencies or courts as payees. We reserve the right to not allow the designation of a particular merchant or institution.

You, or any persons who you have authorized to use your Bill Pay Service, can perform the following transactions:

- From your designated VCFCU checking account, pay any current, future or repeating payment to any designated merchant, institution or individual in accordance with the Bill Pay Service Terms and Conditions provided to you at the time of application.
- Obtain information (payee information, payment status information, etc.) about your Bill Pay account status.

Your Bill Pay payments are processed by a third party service provider who will either send an electronic payment to the payee or mail them a check. The method of payment depends upon the processing method that can be accommodated by the payee or Bill Pay services third party processor, as some payees are unable to accept electronic payments.

Limitations on Electronic Funds Transactions:

- Transfers that will overdraw or close your checking or savings account are not permitted.
- Transfers cannot be made from any account in an unavailable status such as a dormant or inactive account, an account with a pledged savings loan for the full balance amount, or from any account subject to legal process or other encumbrance restricting the transfer.
- There are limitations on the number of transfers that can be made from Savings, Money Market, Holiday, and “You Name It” Accounts, (including any youth accounts). The maximum number of monthly transfers from a Savings, Money Market, Holiday, and “You Name It” Accounts, (including any youth accounts) is limited by regulation to six, which includes on-line transfers¹, telephone transfers², and pre-authorized transfers (ACH)³. ATM transactions are not included. Unlimited monthly transfers are permitted from a Checking Account.

1 *On-line transfers* are transfers from Savings, Money Market, Holiday, and “You Name It” Accounts (including any youth accounts) initiated through Online banking or Mobile banking service.

2 *Telephone transfers* are transfers from your Savings, Money Market, Holiday, and “You Name It” Accounts (including any youth accounts) initiated by a personal telephone call or by using the Telephone banking system.

3 *Preauthorized transfers* are transfers made according to a specific agreement between either you and the Credit Union or you and another third party. Examples of preauthorized transfers are automatic overdraft protection from shares to share draft or scheduled electronic payments from shares to a third party such as insurance companies, etc.

The above stated limits do not apply to transfers made to any loan account you may have with VCFCU or to transfers made to another VCFCU account when such transfers are initiated in-person, by mail, or at an ATM. You may also make unlimited requests for telephone withdrawals when a check is made payable to you and mailed directly to you.

There may be other terms and procedures established by Velocity Community Federal Credit Union from time to time in order to prevent loss to your account or to the Credit Union.

POSTING AND TIMING OF TRANSACTIONS: ONLINE BANKING AND MOBILE BANKING SERVICE

Online banking or Mobile banking account transactions performed via the Internet on Monday through Friday during regular business hours are immediately posted to your account. The processing date for transactions performed after regular business hours and on Saturdays, Sundays, and Holidays may not be effective until the next business day. Transaction inquiries will contain the posting date. A record of these transactions will be fully disclosed on your periodic statement.

RIGHT TO TRANSFER BETWEEN CREDIT UNION ACCOUNTS (Cross Account Transfers)

You have the ability to designate accounts at VCFCU to which you can transfer funds electronically through Online banking or Mobile banking. Accounts that you have previously authorized for electronic cross account transfers through the Telephone banking system will be available on the Transfer menu of the Accounts screen. If your account does not currently have cross account transfer access, an on-line application is available on our Main Web site. Select the "Access" tab and then the "Telephone Banking" tab to access a printable authorization form. To transfer funds to another financial institution, you can use Bill Pay, write a paper check, make a wire transfer, or authorize an ACH transaction.

Although you may complete an Online or Mobile banking transfer during an on-line session, you must make transfers during business hours on a business day for those funds to be posted and available on your account that day. After you submit a funds transfer, you cannot delete or change it.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

STOP PAYMENTS

If you have asked us to make regular pre-authorized transfers out of your account, you

may stop any of these payments. To do so, call 561-775-2525 or 1-800-842-4517. You must notify us at least three (3) business days before the scheduled date of transfer. The Credit Union may require written confirmation within 14 days of oral notice.

OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUNDS TRANSFER TRANSACTION:

If we do not properly complete a transaction according to our Agreement with you, we will be responsible for completing the transaction. IN NO EVENT will Velocity Community Federal Credit Union be liable for consequential or indirect losses or damages. We will not be liable if:

1. There are insufficient funds in your account to complete the transaction through no fault of ours;
2. The funds in your account are uncollected;
3. The funds in your account are subject to legal process;
4. The transaction you request would exceed the funds in your account plus any available overdraft credit;
5. We have reason to believe that the transaction requested is unauthorized;
6. The failure is due to an equipment breakdown which you knew about when you started the transaction at the terminal;
7. The transaction would exceed security limitations;
8. Circumstances beyond our control that occur despite reasonable precautions.

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from an actual error despite our procedures to avoid such errors.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 561-775-2525 or Toll Free 1- 800-872-4517.
2. Write us at:
Velocity Community Credit Union
Attn: Member Solutions Department
PO Box 30669
Palm Beach Gardens, FL 33420-0669

If you think your statement is incorrect or you need more information about a transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent or made available to you on which the problem or error appears. You must:

1. Tell us your name and account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our

investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

e-MAIL COMMUNICATIONS

We have provided an e-mail link for you to ask questions or give comments regarding our Online or Mobile Banking service. While sending e-mail through our website is one way to communicate with us, we may not immediately receive e-mail communications. **If you need to report an unauthorized transaction or for any other urgent request, contact the Credit Union at 561-775-2525 or 800-872-4517 during business days: Monday through Friday, excluding Federal Holidays.** E-mail is not to be used to initiate secure transactions on your account(s).