

## **Okaloosa County Teachers Federal Credit Union Online Banking and Bill Payment Service Agreement**

In this Agreement "you", "your", and "yours" refer to you, the person who has agreed to use the Online Banking Service or any other person authorized by you. "We", "us" and "our" refers to Okaloosa County Teachers Federal Credit Union. "Online Banking" and "the online service" refer to Okaloosa County Teachers Federal Credit Union's Online Banking Service covered by this Agreement. All times listed refer to Central Standard Time.

### **Agreement Coverage**

This Agreement between you and Okaloosa County Teachers Federal Credit Union governs the use of the Online Banking and Bill Payment Services. This service allows Okaloosa County Teachers Federal Credit Union's members to transact numerous banking functions on their designated accounts through a personal computer.

### **Accepting This Agreement**

By using Online Banking, you agree to the terms and conditions included in this agreement.

### **Who Is Bound By This Agreement**

Each person ("signer") who enters their PIN (password) agrees to be bound by the terms and conditions of this Agreement. If more than one person enters their PIN (password), all users are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights to one user without affecting its ability to enforce its rights as to the other users. The Agreement is also binding upon your heirs, personal representatives and successors. By accessing the system, or authorizing anyone else to access the system, you agree to be bound by the terms and conditions of the Agreement.

### **Other Agreements**

This agreement does not change in any way other agreements you received for deposit accounts, loans, credit cards, lines of credit or debit cards. You should review all your agreements and disclosures for any limitations that may impact your use of certain accounts with respect to Online Banking. In addition, please review all agreements you received pertaining to other account services.

## **Okaloosa County Teachers Federal Credit Union's Online Banking Service**

**Fees** Okaloosa County Teachers Federal Credit Union's Online Banking Service is currently free of charge. You are responsible for charges incurred from Internet and/or telephone service providers.

### **Inactive Account Access**

*If you do not use the Online service for a consecutive 90 day period, we may cancel your service. We will not advise you of your service cancellation.*

### **Business days**

A Business Day is defined as Monday through Friday excluding Federal Holidays. Please note that Saturdays and Sundays and Federal Holidays are not business days.

### **Account Access**

You may have access to your deposit, credit and loan accounts. The service is available 7 days per week, 24 hours a day. To sign up for account access using Online Banking, you must have an open savings account with Okaloosa County Teachers Federal Credit Union.

### **Personal Identification Number (PIN)/Password**

The Online Banking PIN (password) and your Apple Teller PIN issued to you are for your security purposes. The numbers are confidential and should not be disclosed to third parties. You are responsible

for safekeeping your PIN(s)/password. You agree not to disclose or otherwise make your PIN/password available to anyone not authorized to sign on your accounts.

To use the Okaloosa County Teachers Federal Credit Union's Online Banking service, visit our website at <http://www.OkaloosaFCU.org/> and click on the Online Banking icon. You will be asked to enter your savings (member) account number. Next you will need to enter your Personal Identification Number (password) which is your current Apple Teller telephone access PIN. This PIN is a temporary password which the system makes you change. You may change your PIN at any time by using the User Options in Online Banking or by following the instructions given when using Apple Teller.

### **Services**

You may perform the following transactions with Online Banking.

- View current savings, checking or loan balances plus histories.
- Print out account information.
- Transfer funds between your accounts.
- Find out what checks have cleared.
- View the amount of your direct deposit.
- Make loan payments.
- Pay your bills online using the Bill Payment option.

### **Transfer Transactions**

Transfers will be immediately available to you the day you make the transfer. You can only make transfers from accounts that have sufficient available funds to cover the transfer amount.

### **In Case Of Errors Or Questions About Your Electronic Transactions**

Contact us immediately if you believe:

- a. There is an error or an unauthorized person has discovered your Online Banking PIN (password).
- b. Someone has transferred or may transfer money from your account without your permission.
- c. Your statement or transaction record is wrong.
- d. You need additional information about a listed transaction.

CALL US at (850) 682-2225 or (877) 398-8877; AND WRITE TO US at Okaloosa County Teachers Federal Credit Union, 1126 N Ferdon Blvd., Crestview, FL 32536. The unauthorized use of your Online Banking or Bill Payment Service may cause you to lose all the funds in your account(s) if you take no action to notify us. If you do not contact us within 60 days after the statement is mailed to you, you may not get back any of the funds lost after the 60 days.

### **When you contact us, we will need the following information:**

- a. Your name and your account number.
- b. A description of the error or the transaction which you are unsure about, and a clear explanation of why you believe it is an error or why you need more information.
- c. The dollar amount of the suspected error.

If you contact us verbally, you must send us your complaint or inquiry in writing within 10 business days to: Okaloosa County Teachers Federal Credit Union, 1126 N Ferdon Blvd., Crestview, FL 32536.

We will tell you the results of our investigation within 10 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. If this is the case, we will re-credit your account for the amount you believe is in error within 10 business

days of your original complaint or question and you will have use of these funds during the time it takes us to complete our investigation. If we do not receive your complaint in writing, we may not re-credit your account.

If we conclude that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. If we have credited your account with funds during our investigation, you will repay those funds to us if we conclude that no error occurred.

### **Failure To Make Transfers**

We may not complete a transaction to or from your accounts on time or in the correct amount as a result of the following:

1. Through no fault of ours, you do not have enough money in your account to make the transaction.
2. The transaction would go over the credit limit on your credit line.
3. The network system was not working properly.
4. Circumstances beyond our control (such as fire, flood, power failure, computer down-time, or natural or manmade disaster prevented the transaction.
5. The money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction.
6. Your PIN (password) has been entered incorrectly.
7. The Payee mishandles or delays a payment sent by our bill payment service provider.
8. You have not provided our bill payment service provider with the correct names, addresses, phone numbers, or account information for those persons or entities to whom you wish to direct payment.
9. The failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.
10. We have reason to believe that the transaction is not authorized.
11. You have exceeded the maximum transaction amount.
12. There may be other exceptions not specifically mentioned above.

### **Right To Receive Documentation Of Transactions**

You will receive an account statement reflecting all of your transactions unless there is no activity. In any case you will receive a statement at least quarterly.

### **Email and Address Change**

You are required to keep the Credit Union informed of your current email address and mailing address to insure correct mailing of monthly statements.

### **Amendments**

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to you at your address as it appears on our records (This notice may be included with or on your statement). If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of our Online Banking Services or designated accounts.

### **Reservation Of Rights**

Failure or delay by the Credit Union to enforce any provisions of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

**Severability**

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

**Termination**

You may terminate the services provided in this Agreement with us at any time by notifying us in writing. The Credit Union reserves the right to terminate this Agreement and/or your use of Internet Online Banking Services or Bill Payment with or without cause. We may do so immediately if:

1. You or any authorized user of your account breaches this or any other agreement with the Credit Union.
2. We have reason to believe that there has been or might be an unauthorized use of your account.
3. The Online banking and/or Bill Payment service is no longer being offered.
4. You do not follow the Agreements (or the Credit Union incurs a loss) for the various products and services offered by the Credit Union.
5. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions before termination.

**Collection Costs**

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

**Disclosure Of Account Information**

Under the following circumstances, we may disclose information about your account or transactions to third parties:

- a. When it is necessary to complete your transaction.
- b. To verify the existence and standing of your account with us at the request of a third party, such as a credit bureau or merchant.
- c. To comply with court orders or government or administrative agency summonses, subpoenas, orders, examination and escheat reports.
- d. In accordance with your written permission.
- e. On receipt of certification from a Federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.
- f. On closed accounts, if we reasonably believe you have mishandled it or if you owe fees or other funds to us.

**Additional Benefit Enhancements**

The Credit Union may from time to time offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

**Okaloosa County Teachers Federal Credit Union's Bill Payment Service****Transactions Available**

You may use Bill Payment to perform the following transactions:

- **Add/Edit Merchants:** Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants, delete merchants from, or edit merchant information on your personal list of merchants.

- Make nonrecurring payments from your checking account: This feature allows you to schedule one-time payments to merchants. It also enables you to specify the amount of the payment and the processing date.
- Make recurring payments from your checking account: This feature allows you to schedule recurring payments to merchants.
- View History: View History permits you to see payments made over a specified time period.
- View Pending Payments. With this feature, you can verify and correct payment information prior to payment processing.

### **Limitations On Transactions**

The following are limitations to the use of the Credit Union's Bill Payment service:

- The maximum transaction amount must be less than \$10,000 during any 24-hour period.
- Bill payments can only be made from your checking account.
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States.
- If you close the designated bill payment account, all scheduled payments will be stopped.
- You cannot stop a payment if the payment has already been processed except in the event the check has not cleared.
- You can schedule payments 24 hours a day, seven days a week. However, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days.

### **Methods And Restrictions**

Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee or by our Bill Payment service provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take ten business days or more to process. The Credit Union will not be liable to you for any damages (including, but not limited to, actual, direct, indirect, special, or consequential damages) because a bill payment was not made in a timely manner.

### **Member Responsibilities**

You are responsible for:

- Any late payments, late fees, interest payments, and service fees charged by merchant(s).
- Data input of payee information (payment amount(s), name, address and any other pertinent information)
- Written notification to the Credit Union in the event you wish to cancel this service.
- You must allow sufficient time for bill payments to be processed so that the funds can be delivered to the merchant on or before the due date.

### **In Case Of Errors Or Questions About Your Bill Payment Transactions**

Telephone the Bill Payment customer service department at (850-682-2225) or write to us at Okaloosa County Teachers Federal Credit Union, 1126 N Ferdon Blvd., Crestview, FL 32536. If the information you receive indicates an error, you must write to us within sixty (60) days after we sent the FIRST statement on which the problem or error occurred.