

## **VIRGINIA CREDIT UNION, INC. ELECTRONIC SERVICES AGREEMENT**

All other terms, conditions, agreements and disclosures, and any amendments thereof, which govern your specific accounts, services, or membership with us, are in force and continue to apply notwithstanding anything to the contrary in this Electronic Services Agreement (Agreement). These include, but are not limited to: **Membership Rules and Regulations, Account & Fee Disclosure, Privacy Notice, Funds Availability Disclosure, Electronic Fund Transfer Disclosure, Membership and Account Application, Services Users Guide, and any applicable Loan Addendums, Credit Agreements or Notes.**

**Definitions.** These definitions are defined by Virginia Credit Union, Inc., and are used specifically for the interpretation of this Agreement. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular. "VACU," "we," "us" and "our" mean Virginia Credit Union, Inc., including its Successors and Assigns. "I," "you," and "your" mean the person who subscribes on behalf of an individual and/or joint owner(s) to abide by our Agreement; and/or, the person authorized to access designated account(s). "Records" include but are not limited to any periodic statement, Transaction, notice, receipt, billing notice, e-mail, electronic communication, statement insert, newsletter, promotional material, special offer, loan application, signature card, and/or legal disclosure communicated or provided by us to you through venues such as our web site, our home banking site, or an e-mail address. "Services" mean Electronic products, features or services defined and offered by VACU for the purpose of bill paying, funds transfers, funds access and Records access. "Electronic" means any electrical, digital, token, magnetic, wireless, optical, electromagnetic or similar capabilities we utilize or accept for the purpose of providing Records and/or Services to you. "Electronic Signature" means any legally acceptable device, electronic sound, symbol or process attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign or acknowledge receipt of the record. "Transactions" mean an action or set of actions relating to the conduct of business, consumer, or commercial affairs between two or more persons.

**Multiple Accounts or E-mail Addresses.** If you have more than one account, any request or notification from you must be submitted listing each affected account number. For each account, we will only send notifications to one e-mail address. For example, a notification will not go to both a work and home e-mail address.

**Equipment, Software and Internet Access Requirements.** To access our Electronic Records or Services you must have a valid e-mail address, internet access and be authorized by us to utilize our home banking service. Additional software requirements include your use of a Secure Socket Layer (SSL) compliant browser that identifies and accepts encrypted cookies, Adobe® Acrobat® PDF Reader version 3.01 or higher - which can be downloaded for free from the Adobe web site at [www.adobe.com](http://www.adobe.com). To print Records you need a printer capable of printing PDF documents or files. To store Records you need software that allows you to "copy" and "paste" documents. You are solely responsible for the adequacy of any equipment, devices, systems and/or software utilized by you to download, view, access, print and store our Electronic Records or use our Electronic Services. Any cookies we pass to your browser are used strictly for providing Electronic Records or Services to you and not for collecting or storing your personal information or habits.

**E-mail Notifications and Addresses.** You agree to immediately read any e-mail or notification we send to you. It is our sole discretion to determine which Electronic Records or Services will be provided to you. You agree to immediately notify us by using a postal mail service or other method acceptable to VACU, if you have any important changes, specifically if there is any change in the e-mail address you provided to us for purposes of Electronic communication.

**Disclosure to Third Parties.** Third parties are necessary to provide you with Electronic Records and Services. We only disclose information to third parties for legally allowable purposes or reasons. Previously we disclosed to you our Privacy Notice and our Electronic Fund Transfer Disclosure, both of which provide detailed privacy and third party information if applicable. By executing this Agreement, you acknowledge receipt and acceptance of these disclosures.

**Change in Terms.** We have the right to modify or terminate this Agreement, or to revoke your access to any or all of our Electronic Records or Services. If this Agreement is modified, your continued access or usage of our Electronic Records or Services constitutes your agreement and acceptance of any change. We will notify you of changes required by law within the appropriate time period either by e-mail, electronic notification or by postal mail at our discretion.

**Errors, Password and Security.** If any errors exist or you are not able to gain access to your Electronic Records or Services, you agree to immediately contact us using the method defined in the section of this Agreement titled, "Contact us." Any applicable time periods within which you must notify us of any errors shall begin on the date we either sent you an e-mail notification or provided you access to the Electronic Records or Services, whichever date occurs first. You agree to protect the confidentiality of your entire account record, including but not limited to your account number, all

personal identification information, user names, passwords, confirmation numbers, security codes or Personal Identification Numbers (PINs). You agree not to disclose or otherwise make your Security Code or PIN available to anyone not authorized to sign on all of your designated VACU accounts. You acknowledge and agree that if you disclose your Security Code or PIN to another person, you are instructing and authorizing us to provide the same Electronic access to this person that we provide to you. This access may include, but is not limited to, making cross-account monetary transfers from one account to another; changing your PIN; viewing, changing, adding or deleting your Records; or even canceling your Services, etc. VACU will initially assign you a security code or password for access to your Electronic Records or Services. Upon receipt of any security code or password assigned to you by VACU, you agree to immediately change the assigned security code or password to an individualized code or password selected by you. VACU will not, for any reason, ask you for your security code or password. If anyone requests your security code or password, including verbally or electronically, you agree to contact us immediately. We have no responsibility for establishing the identity of any person who uses your security code or password. You acknowledge that the Internet may be insecure and that any data transfer, including e-mail, may occur openly on the Internet, and because of such, we cannot and do not warrant that your Electronic Records or Services will not be read or monitored by others. You agree we have no liability for any losses, claims, or damages arising or related to our receipt or response of your e-mail or electronic communication. You agree that we have the right, but no duty, to investigate the validity or to verify any e-mail or other electronic communication that we in good faith believe you have submitted. You also agree we will have no obligation, liability or responsibility to you or any other person or entity if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

**Your Liability for Unauthorized Electronic Transfer Transactions.** Contact us at once, using the appropriate address or phone number listed in the "Contact Us" section of this Agreement, if you believe your security code, password, and/or PIN has been lost, stolen, or compromised. Telephoning is the best way to keep your possible losses down. You could lose all the money in your account, plus any available credit limit(s). If you tell us within 2 business days, you can lose no more than \$50 if someone used your security code, password and/or PIN without your permission. If you do not tell us within 2 business days after you learn that your security code, password and/or PIN has been lost, stolen or compromised, and we can prove we could have stopped someone from accessing your account / Services without your permission if you had told us, you could lose as much as \$500. If any of your Records show any Transfers / Transactions that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the Record was sent to you, you may not get back any money you lost after 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 hospital stay or a long trip) prevented you from telling us, we will extend the time periods.

**In Case of Errors or Questions About Your Electronic Transfer Transactions.** Contact us as soon as you can by using the appropriate address or phone number listed in the "Contact Us" section of this Agreement, if you think that a Transaction is in error or if you need more information about a Transaction. We must hear from you no later than sixty (60) days after we sent the first Record on which the problem or error appeared.

When you contact us, you will need to: 1) tell us your name and any applicable User ID (not passwords or security code); 2) describe the Transaction you are unsure about (merchant name, account information, Transaction date and amount) and explain as clearly as you can why you believe it is an error or need more information; and 3) tell us the dollar amount of the suspected error.

If you tell us orally, or use e-mail communication, we may require that you send your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate the complaint or question. If we decide to do this, we will credit your account within 10 business days 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 question or complaint in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated Transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. If we decide that there was no error, we will mail or transmit to you a written explanation within three business days after completing our investigation. You may ask for copies of the documents used during our investigation.

**Electronic Signature.** Your Electronic Signature has the same validity as your handwritten signature. A signature, contract or record may not be denied legal effect, validity or enforceability solely because it is in Electronic form and/or was delivered via an Electronic venue.

**Business Days.** Our business days are Monday through Friday, federal holidays excluded.

**Contact Us.** When, where and how you contact us depends on the Services you need to contact us about.

***Home Banking with Payment, Banking, Secure Mail and Export combined Services***

Member service is available toll-free at 1-800-337-8727 from 6:30 a.m. to 11:30 p.m. (EST) weekdays and 8:00 a.m. to 5:00 p.m. (EST) on Saturdays. After hours and on Sundays, calls are answered by a voice mail system. Postal address is: VACU Member Services, P.O. Box 90010, Richmond, Virginia 23225-9010.

***eStatements and Other Electronic Services***

Member service is available at 804-323-6800 or toll-free at 1-800-285-6609 from 8:00 a.m. to 6:00 p.m. (EST) weekdays. E-mail address is: [memsvc@vacu.org](mailto:memsvc@vacu.org). Postal address is: Virginia Credit Union, Inc., P.O. Box 90010, Richmond, VA 23225-9010.

**Collection or legal action.** These terms and conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. If we take action to enforce our rights under this Agreement, or to collect any debt you owe us, you will pay all of our court and collection costs, including attorneys' fees of 33 1/3% of the amount sued for by us. In the event legal action or civil collection of any account becomes necessary, you consent to the venue in the courts of the city of Richmond, Virginia.

**Warranty and Cancellation.** You may terminate this Agreement at any time, without consent from or notification to any other account owner or authorized signer. We do not and cannot warrant that Electronic Records or Services will operate without error or be available at all times. You agree that in no event will the liability of VACU or its third party service providers, exceed the amounts paid by you for the Electronic Records or Services provided to you through this Agreement. You have the right, and without charge, upon a 30-day notice to withdraw your consent for access to, usage of, or receipt of Electronic Records and Services by notifying us in one of these manners: 1) give us written notification that is either sent through postal mail to our mailing address or delivered to any of our VACU branch locations; 2) log into our Home Banking site and send us a Secure Mail e-mail message; or 3) provide us with a verbal request at any of our branch locations or by phoning Member Services.

**Deactivation and Termination of Services.** We have the right to deactivate, block or terminate your access to any or all of our Services, and we will exercise our right for specific reasons which include, but are not limited to fraud, online inactivity, excessive online activity, etc. For each corresponding account, we define inactivity as occurring when you, as it pertains to: 1) Home Banking – have not signed-on to or accessed this Service at least once in the past 45 calendar days; or, 2) PayIT - have not initiated a payment Transaction in the prior 60 calendar days and do not have any future payment Transactions scheduled. If inactivity occurs, we will begin the process to deactivate or terminate Services. If for any reason your Services are terminated and then later reactivated, it is possible that you may no longer be able to access Electronic Records previously made available to or viewable by you.

## **SPECIFIC TO HOME BANKING SERVICES ONLY**

**Limitation and Liability.** For each properly instructed Transaction you will receive a Confirmation Number from us. We are not liable if the Merchant mishandles or delays handling payments sent by us, or for circumstances beyond our control, such as fire, flood or interference from an outside source which prevents the proper execution of any Transaction. We are also not liable, including any fees, finance charges, or penalties for any completed and/or non-processed Transaction if you did not: 1) receive a valid Confirmation Number from us; 2) verify the accuracy and validity of all Transaction information; 3) use the proper merchant due date (not the Late Date); 4) have available funds in the designated account to process the Transaction; 5) have authority to access the designated account or Services; 6) maintain the proper equipment, software or internet access for utilizing this Service; 7) read and follow any communication sent by us to you regarding this Service; 8) allow the appropriate number of business days between the day you input your payment instruction and the payment date; and 9) adhere to Regulation D monthly transfer limits from savings accounts as disclosed in our Account and Fee Disclosure which you received at account opening or is available by contacting us at [memsvc@vacu.org](mailto:memsvc@vacu.org). However, if you are assessed a penalty or late charge and you properly instructed a Transaction and had none of the exclusions described above, we will reimburse you for such charge after you provide to us acceptable written documentation.

You agree that we have the right to choose which method we use to process your Transaction, including choosing paper or some other draft method over electronic. We prohibit Transactions involving the payment of taxes and court directed payments. Funds will arrive at your targeted merchant and/or account as close as possible to the date designated by you. To use the Payment feature, you must direct all payments from your designated VACU checking account. You may

cancel or modify any Transaction that was not immediately completed by us prior to 2:00 p.m. (EST) of the same business day you scheduled the Transactions.

**Charges / Fee.** There is no charge for Home Banking Services. Please refer to our Account & Fee Disclosure for any related or account specific charges.

**Suspension of Services.** In the event we are unable to process a Services Transaction, (if, for example, there are insufficient funds in your designated accounts) the Transaction will result in a "failed payment and/or transfer." In the event of a repetitive failed payment and/or transfer, we reserve the right to suspend your subscription to the Services. This suspension may be without prior notice to you. If your subscription is suspended, Transactions, which were previously initiated, may still continue to be processed unless canceled and confirmation of such cancellation is provided as specified below. Suspension will be handled by Home Banking Member Service and all inquiries and correspondence relating thereto including requests for reinstatement should be directed to Home Banking Member Service. With respect to any failed payment and/or transfer, you agree to reimburse us within fourteen (14) business days after notice is sent to you, for any funds we have already paid to one or more of your designated Merchants which we were unable to recover by debit to the Merchant or charge to you.

### **SPECIFIC TO eSTATEMENT SERVICES ONLY**

You must be authorized and have established our Home Banking Services in order to receive our eStatement Services. You are required to provide us with and to maintain an acceptable e-mail address that we can use to send you notifications. During the first week of each month, we will send an e-mail notification to your designated e-mail address notifying you that your Periodic Statement and any other applicable Electronic Records are now available for viewing. Additional Electronic Records may be posted at other times and if such Electronic Records contain legally required disclosures, we will notify you by e-mail of the availability of these Electronic Records. eStatements are made available to primary account owners. If you are a secondary account owner, you may not be able to access an eStatement for any account in which you are not the primary account owner. We will make Electronic Records available for viewing for the time period specified by law or even longer at our discretion. If we become aware that you are not receiving or cannot access our Electronic Records or Services, we will terminate your Services and revert to sending your Records in paper format. You agree to review your Electronic Records as soon as reasonably possible upon notification that such Electronic Records are available for viewing or upon your access to such Electronic Records and to contact us immediately if there is any problem or error. You have the right to receive paper Records, but you waive that right and request that we provide Electronic Records to you for the account(s) you specified. You agree and consent that such Electronic Records will replace any legally required paper Records or communication that you previously received from us. If you request a paper copy of a previously provided Electronic Record, you agree to pay any fee, as defined in our current Account & Fee Disclosure, based on the type of paper copy requested. You are not required to receive Records electronically and your participation is voluntary.

### **YOUR CONSENT**

By submitting your application, you agree and attest that this action represents your Electronic Signature and that you have read, understand and agree to this Electronic Services Agreement. It is recommended that you print and maintain a copy of this Agreement. If you are not able to print a copy, contact us to receive a paper copy. If you do not agree or consent, then do not submit an Application.