



UNIVERSITY OF KENTUCKY FEDERAL CREDIT UNION

Online and Mobile Banking Agreement

Introduction

This agreement explains the terms and conditions for using our Online (formerly named Home@ccess) and Mobile Banking Services and provides certain disclosures and information to you concerning the services. Each of your accounts at the Credit Union is also governed by the applicable account disclosure/agreement and Truth-In-Savings disclosure you received when you opened your account. Logging into Online or Mobile Banking constitutes agreement with these terms and conditions.

How to Access Your Accounts

To access your accounts through Online or Mobile Banking, you must have your username and password. This information is requested when you enter either Online or Mobile Banking and the same username and password are used for both.

The password that is used to gain access to your information should be kept confidential, just as you would keep other PIN numbers and security codes confidential. For your protection we recommend that you change your password regularly. We recommend that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been compromised, or that someone has transferred or may transfer money between your accounts without your permission, notify the Credit Union at once at (859) 264-4200.

You cannot use E-mail to initiate transactions, change information or inquire on your account(s). We will not respond to these types of requests via E-mail since we cannot be certain we are corresponding with you. Please use the appropriate functions within Online and Mobile Banking, call (859) 264-4200 or visit the Credit Union for these functions.

Fees

UK Federal Credit Union assesses no fees for use of Online and Mobile Banking. However, you may incur fees due to your use of this service if it causes your account to be overdrawn. All other fees in your original membership agreement also apply.

Your Internet service provider (ISP) probably charges you a fee to access the Internet via its server. There also may be fees from your mobile phone provider and from third-party service providers to facilitate transfers to accounts which you do not own. UK Federal Credit Union has no control over fees assessed by other providers.

Available Services and Limitations

You agree to provide complete, timely, and accurate information to the Credit Union. If, for any reason, a product or service does not work due to inaccurate information, you absolve the Credit Union of all liability. You also acknowledge that any joint owners or authorized signers on this account have full authority to use any products or

services in Online and Mobile Banking and that you have authorized joint owners and authorized signers the use of your password.

We reserve the right to terminate your service at any time with or without cause. We may immediately terminate your use of the service if:

- a. You, or any authorized user of your account breach any agreement with us;
- b. We have reason to believe there has been or may be an unauthorized use of your account or our service;
- c. Any party associated with your accounts or your service requests that we do so;
- d. There are conflicting claims to the funds in your accounts;
- e. Any transaction is knowingly processed for intentions of illegal purposes.

Please note that if we, you, or another party asks us to terminate your service, or your accounts are closed for any reason, you will remain liable for transactions previously authorized.

Members may perform the following functions within Online Banking:

- **Viewing Accounts:** By logging in, you will be able to view all shares, loans and other services associated with that specific account with UKFCU, regardless of the ownership of any single share or loan under that account number.
- **Transfers:** You may transfer funds between your Share (Savings), Share Draft (Checking), and Loan sub-accounts. These transfers may not immediately charge or credit your account(s), as there may be a delay between your online transaction and your actual account balances. You may separate internal accounts. Funds can take up to 30 days for transfer approval. All funds transfers are subject to Credit Union authentication. Certain types of accounts may have limitations on the number of transfers conducted per month; please consult your Truth-in-Savings disclosure for details.
- **Account to Account Transfer:** Online Banking grants access to account to account transfers. This service allows you to transfer funds from a Credit Union account to an external account at another financial institution. As a member of the Credit Union, you agree to provide the credit union accurate and complete information to allow the transaction to be performed in a timely manner. If any of the information is inaccurate, the credit union is under no obligation or liability for the error. Certain accounts have transactional limitations; consult your Truth-in-Savings disclosure for details. If a transfers initiated through account to account transfers would exceed credit union limitations, the transfer will not be authorized. The credit union will process account to account transfers the next business day. However, the credit union can choose to hold the funds on an incoming transfer for as long as 30 days. All transactions are subject to Credit Union verification and approval. You may set up transfers (incoming and outgoing) for an aggregate amount up to \$10,000 at any time with an outside financial institution to your Credit Union account. ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH YOUR UKFCU ACCOUNT MUST BE DIRECTED TO UKFCU or the designated financial institution related to the transaction.
- **Account Balances:** You may view your balance for each sub-account at the Credit Union. Because the primary Credit Union server is not directly connected to the internet for security purposes, it is possible that some transactions that affect these balances have not yet been included in the balance at the time you view it.

In addition, there may be drafts written against your other electronic items such as debit card transactions that have not yet been presented to the Credit Union for payment.

- **Transaction History:** You may view transaction history for every account you hold at the Credit Union. It is possible that some transactions are not yet included in history at the time you view it, even though they may have been processed by the Credit Union. The primary Credit Union server is always the official record of account history. Your account history will be maintained from the first time you log in, and a minimum of five months of history will be maintained going forward from that date.
- **Password Changes:** If you are an Online or Mobile Banking user you may change your password at any time from within Online Banking. For your protection we recommend that you change your password regularly.
- **Check Search:** You may search for share drafts (checks) that have cleared your account. Cleared check history will mirror your transaction history in the amount of history maintained on the system. Additionally, images of the front and back of your cleared checks are generally available within Online Banking by clicking on the number of the check you are interested in. Check images are generally available for up to six months from the date that the check cleared, and are currently offered at no charge. Checks converted to “echecks” may not be available in Online Banking.
- **Account Aggregation:** In Online Banking, you may use this personal finance information management service to consolidate and track your financial information. This service is provided free of charge and is intended to assist you in organizing and managing your finances. It is not intended to provide legal, tax, or financial advice. With this Service, Members may direct UKFCU to retrieve their own information maintained online by third-party financial institutions with which they have customer relationships, maintain accounts or engage in financial transactions (“Account Information”). UKFCU works with one or more online financial service providers under contract to access this Account Information. UKFCU makes no effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement. UKFCU is not responsible for the products and services offered by, or on, third-party sites. UKFCU cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. UKFCU cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings. For example, when displayed through the service, account information is only as fresh as the time shown, which reflects when the information is obtained from such sites. Such information may be more up-to-date when obtained directly from the relevant sites. Accurate records enable UKFCU to provide the account aggregation service to you. You must provide true, accurate, current and complete information about your accounts maintained at other web sites, as requested in our “add account” setup forms, and you may not misrepresent your registration information. In order for the service to function effectively, you must also keep your registration information up to date and accurate. If you do not do this, the accuracy and effectiveness of the service to you will be affected. Your access and use of the service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that UKFCU, in its sole discretion, may elect to take.

By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content to UKFCU through the service, you are licensing that content to UKFCU solely for the purpose of providing the account aggregation service. UKFCU may use and store the content, but only to provide the service to you. By submitting this content to UKFCU, you represent that you are entitled to submit it to UKFCU for use for this purpose, without any obligation by UKFCU to pay any fees or other limitations.

By using the service, you expressly authorize UKFCU to access your account information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the service, you will be directly connected to the website for the third party you have identified. UKFCU will submit information including usernames and passwords that you provide to log you into the site. You hereby authorize and permit UKFCU to use and store information submitted by you to the service (such as account passwords and user names) to accomplish the foregoing and to configure the service so that it is compatible with the third party sites for which you submit your information. For purposes of this Agreement and solely to provide the account information to you as part of the service, you grant UKFCU a limited power of attorney, and appoint UKFCU as your attorney-in-fact and agent, to access third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN UKFCU IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, UKFCU IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. You understand and agree that the account aggregation service is not sponsored or endorsed by any third parties accessible through the service.

- **Alerts:** In Online Banking, you may sign up for alerts. Alerts are automatic email messaging alerts that take the place of paper notices. The Overdraft, Nonsufficient Funds, Courtesy Pay and the Past Due Loan notices will all be replaced by their respectively named Alerts. Alerts will be sent to your primary email address on file and may be received by computer, tablet or web-enabled mobile device. You are responsible for determining if your service provider and device are capable of receiving text messages. Alerts are subject to the terms and conditions of your cellular providers. You are responsible for any fees imposed by your service provider. You are responsible for keeping your email address, phone number, and cellular provider updated. By signing up for Alerts, you consent to the delivery method(s) selected and to sharing of information with anyone who may have access to your telephone, mobile, computer or other device.

Alerts may be delayed or prevented by a variety of factors. We neither guarantee the delivery, nor the accuracy of the contents of any Alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an Alert. Alerts are unencrypted. We will never include your password or full account number. However, Alerts may include your name and some information about your accounts. Depending upon which Alerts you select, information such as your account balance may be included. Anyone with access to your e-mail messages will be able to view the contents of these Alerts.

You agree to continue to review all correspondence from us regarding your accounts and services with us. If we do not send or you do not otherwise receive an alert we send, or such is delayed or misdirected for any reason, such does not affect your liability, rights or responsibilities with respect to your accounts and services and you agree that we will not be liable for our failure to send alerts as described herein. We reserve the right to terminate this service or begin charging a fee for this service at any time without notice, except as may be required by law. Nothing herein shall amend, supersede or nullify any other agreement you may have with us.

Mobile Remote Deposits

Mobile remote deposit services are designed to allow you to make deposits to your checking, savings, or money market savings accounts from any location in the United States by imaging checks using your mobile phone and delivering the image(s) and associated deposit information to UKFCU or our designated processor. Your use of this service constitutes acceptance of this Agreement which is subject to change from time to time.

UKFCU reserves the right to change, modify, add, or remove portions from the service. The mobile remote deposit services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue mobile remote deposit service at any time without prior notice.

You agree to image and deposit only checks as defined in Federal Reserve Regulation CC (Reg CC). You agree you will not use the mobile remote deposit service to scan and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you.
- b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- c. Checks or items containing obvious alteration to any of the fields of the check or which you know or suspect are fraudulent.
- d. Checks or items drawn on a financial institution outside the United States or not payable in United States currency.
- e. Money orders or travelers' checks
- f. Checks or items dated more than six months prior to the date of the deposit.
- g. Starter checks or counter checks

You agree to restrictively endorse any item transmitted through the mobile remote deposit service with "For e-Deposit Only" and your signature.

You agree to destroy or mark "Void" the physical item once you have received credit to your account.

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the mobile remote deposit service and modify such limits from time to time.

Funds deposited using the mobile remote deposit service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC.

Once a deposit is accepted, a member will generally have \$200 of those funds made available immediately with the remainder of the deposited amount generally held for two business days. However, UKFCU, at its sole discretion, may hold the funds until after UKFCU receives payment for the funds submitted.

You warrant to UKFCU that:

- a. You will only transmit eligible items.
- b. Images will be clearly readable and not altered in any manner. The image being transmitted must comply with all standards for image quality established by ANSI, our clearing house or any other regulatory agency.

- c. You will not transmit duplicate items and/or items previously submitted to UKFCU or another financial institution.
- d. You will not deposit or attempt to deposit any imaged item(s) you have submitted to UKFCU, at any physical branch of UKFCU or at another financial institution.
- e. All information you provide to UKFCU is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless UKFCU from any loss for breach of this warranty provision.

- **Additional Services:** From time to time we will announce additional services available within Online and Mobile Banking. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.
- **Periodic Statements:** By signing into this service and reading this end user license agreement, you demonstrate the capability to open up electronic statements. All electronic statements can be accessed in Online Banking.

UK Federal Credit Union reserves the right to limit access or cancel online and mobile access at any time. Please note that if you or another party asks us to terminate your service, or your accounts are closed for any reason, you will remain liable for transactions previously authorized.

It is possible that our terms and conditions may change over time. We will notify you of any changes via our web site www.ukfcu.org and/or newsletter and will send you any legally required notices. Prior notice may not be given, however, where an immediate change is necessary for security purposes.

Business Days

The Credit Union's business days are Monday through Friday. Holidays are not included.

Operating Systems and Security

Online Banking is designed to operate using the World Wide Web technologies and protocols, which are adaptable to a wide range of systems, and SSL encryption, and requires a browser with the ability to use SSL encrypted connections. Some older browsers may not be able to connect to the site without first updating the browser. Our server uses 128-bit domestic encryption and 40-bit international encryption, depending on the user's browser.

We use cookies to help us administer Online Banking. Some browsers allow you to reject cookies from servers. If cookies are disabled, you must enable at least per session cookies or you will not be able to log in. The cookie we set contains information we need to keep your account secure, and allows us to 'time out' your authority to view information. A cookie cannot be used to extract data from your PC. We do not store your Username or Password in your cookie.

The cookie we set will 'time out' your access authority to Online Banking. Until it times out, you can come back to Online Banking without logging in. After the time out period, you will need to log in again. Remember, most browsers will let you use a BACK button to view previously visited documents, even if your viewing authority has expired. For this reason, the only way to keep others from viewing your account balance is to logout from Online Banking. An idle connection will time out, and automatically log you out. Time Out is currently set for: 5 minutes.

You agree to keep antivirus and anti-malware programs on your computer or access device. You agree to keep any programs used to access this service up to date. Failure to do so constitutes a breach of this agreement and could result in additional liability.

You may be able to use Online and Mobile Banking through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. UKFCU MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

Privacy

Online and Mobile Banking are private systems operated for the exclusive use of our Members. We use SSL encryption to ensure the privacy of your information when sending data between our Online Banking server and your PC.

The server logs all Online and Mobile Banking authenticated logins. We use this information for internal review and product evaluations only. We never sell, transfer, or trade this information unless we are compelled to do so by law.

We may gather and store additional information available to us including, but not limited to: failed login attempts and other activity we consider a threat to our system. In these cases, we will share this information with other companies, agencies, and law enforcement officials as we see fit.

The credit union will never sell any personally identifiable information to a third party for marketing purposes without your consent. We will only disclose information to third parties about your account or the transfers or payments you make: (a) where it is necessary for opening or maintaining your account, or for completing transfers or payments, (b) if lawfully required or (c) if you request or authorize it.

Liability for Unauthorized Transfers

You agree to regularly and promptly review and verify all transactions either in Online and Mobile Banking or through your monthly statement(s) received from all of your financial institutions in regards to all related accounts. Notify UKFCU AT ONCE if you believe your information has been compromised, lost or stolen. Also, if your financial institution statement shows transactions by us that you did not authorize, contact your financial institution and the credit union.

Tell the Credit Union AT ONCE if you believe your password has been compromised. Calling is the best way to notify us immediately. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking your money if you had told us in time.

If a good reason kept you from telling us, we may extend the time periods.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call, or write to us, immediately:

UK Federal Credit Union

1730 Alysheba Way

Lexington, KY 40509

(859) 264-4200

Statements

All transactions generated by you through Online and Mobile Banking and any Online and Mobile Banking fees will appear on your monthly or quarterly statement.

Our Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement/disclosure with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
- If, through no fault of ours, your account does not contain sufficient available funds to process the transaction per your request.
- If the web site or other systems are not working properly.
- If the funds in your account are subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting transfers at the time we attempt to debit your account for an authorized transaction(s).
- The information you or your payees have supplied to us is incorrect, incomplete or not timely.
- There may be other exceptions as well.

We shall not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or Online and Mobile Banking, nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or service, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software, or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchantability. We assume no responsibility for, and will not be liable for any damages to, or any viruses which may affect your computer equipment or other property on account of your access to, use of or downloading from our web site. If we fail to enforce any of our rights under this terms and conditions, our Privacy & Security Statement or Our Promise or applicable laws, it shall not be deemed to constitute a waiver of such right. If any provision of these documents is found by a court to be invalid, then the remaining terms and conditions shall remain in full force and effect.

ONLINE AND MOBILE BANKING AND ITS SERVICES ARE NOT INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. UKFCU IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. Online and Mobile Banking are intended only to assist you in your financial organization and decision-making and are broad in scope. Your personal financial situation is unique, and any information and advice obtained through Online Banking may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

You shall defend, indemnify and hold harmless UKFCU and its officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to attorneys' fees, in whole or in part arising out of or attributable to any breach of this Agreement by you.

Errors and Questions

In case of errors or questions about your electronic transfers, telephone us at (859) 264-4200 or write us at the above address as soon as you can. We must hear from you no later than sixty (60) days after you learn of the error. You will need to tell us:

- Your name and account number;
- Why you believe there is an error and the dollar amount involved;
- Approximately when the error took place.

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 and correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint, but you will have the use of the funds in question after the ten (10) business days. 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 during the investigation.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

If you need more information about our error resolution procedures, call us at the telephone number shown above.

Revised 9/20/2018