



**UNIVERSITY OF KENTUCKY  
FEDERAL CREDIT UNION**

## Online and Mobile Banking Agreement

This University of Kentucky Federal Credit Union E-SIGN Disclosure and Consent (the “Disclosure”) applies to UKFCU’s mobile and online products and services, and all disclosures, notices, receipts, statements, and terms and conditions related to your accounts with University of Kentucky Federal Credit Union. The disclosure also describes your rights relative to conducting electronically receiving periodic account statements, disclosures and notices as well as the consequences of withdrawing your consent.

**1. Agreement to receive Communications in electronic form.** By having read and accepted this agreement, you agree that we may provide you with all Communications related to UKFCU products and services in electronic format. You agree further that we may discontinue sending paper Communication to you unless you withdraw your consent as described below. Your consent remains in effect until you give us notice that you are withdrawing it.

“Communications” may include any member agreements or amendments thereto, disclosures, notices, responses to claims, transaction histories, statements related to the maintenance or operations of products and accounts, privacy policies, and all other information related to the products or services, including but not limited to, information that we are required by law or regulation to provide to you in writing. Your consent applies to your deposit/share/loan accounts.

**2. Withdrawal of Consent:** You may withdraw your consent to receive Communications in electronic form through Online Banking at any time by calling us or writing us at the number or address listed below. Any withdrawal of your consent to receive Electronic Communications will be effective only after we have a reasonable amount of time to process the withdrawal. This can be completed in two different ways.

- Mail Opting out decision to 1730 Alysheba Way Lexington KY 40509; or
- You may opt out using your Online Banking website

**3. Updating your records:** By consenting to conduct transactions and receive periodic account statements, disclosures and notices electronically you agree to provide us with the information (such as a current email address) needed to communicate with you electronically and update us as to any changes in such information by calling or writing us at the number or address listed below. We reserve the right to provide any periodic accounts statements, disclosures or notices in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you must be in writing.

**4. Hardware and Software Requirements:** We do not officially support a specific operating system or a particular browser. To receive all disclosures, notices, receipts, statements and terms and conditions electronically related to our products and services, you must have access to:

- A current version of an internet browser we support;
  - Internet Explorer 11
  - Edge
  - Fire Fox
  - Safari (Mac Only)
  - Chrome
- A connection to the internet;

- A current version of a program that reads and displays PDF documents, such as Adobe Reader
- A printer, if you wish to print your disclosures; and
- Sufficient electronic storage capacity, if you wish to retain disclosures, statements and notices in electronic form.

**5. Mobile Device Requirements.** To access, view, and retain copies of electronic disclosures, you must have a mobile device running on either iOS 7.0 or later or Android™ OS 4.0 or later. To access, view and retain some disclosures, such as account statements, your mobile device must have internet access with a compatible browser and a mobile device version of PDF reader installed on it. If you do not have a reader installed on your device, you can download Adobe PDF reader free at the app store respective to your mobile device.

This Agreement and Disclosure (“Agreement”) provides information about and states the terms and conditions for the University of Kentucky Federal Credit Union Electronic Services (“Services”). This agreement shall be an addendum to the existing Membership Agreement that you received upon opening your account with the University of Kentucky Federal Credit Union (“UKFCU”). The terms of this Agreement are in addition to the terms of any account agreements you have with us, including the Signature Card, Rate and Fee Schedule, Funds Availability Disclosure, Electronic Transfers Disclosure, and any Change in Terms Notices. Electronic Services include Home Banking Services, Mobile Banking Services, Online Bill Pay Services, Mobile Deposits, and Account Alerts & Notices Services. To be eligible you must be a member in good standing and agreed to the ESIGN Consent. YOUR OBLIGATIONS Account ownership/accurate information. You represent that you are the legal owner of the accounts and other financial information, which may be access via the Services. You represent and agree that all information you provide to us in connection with the Services is accurate, current and complete.

**6. Alerts & Notices.** You may sign up for alerts. Alerts are an automatic email, text, or phone messaging alerts. Alerts are 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 and/or prevented by a variety of factors. We guarantee neither 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.

**7. Security.** You agree to use the Services carefully, to protect and keep your account number(s), password(s), PIN(s), and any other security or access information confidential and secure and not to share it with others, to check your account statement and transactions regularly, to report any errors to us promptly by calling us at 859.264.4200. UKFCU does not maintain record of your password. If you lose or forget your password, contact us immediately so that you may select a new confidential password or you may use the “Forgot Password” link on the website. You agree to keep antivirus and anti-malware programs on your computer and/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 updates. 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.

**8. Termination.** You agree that we may terminate this Agreement and the Services, if you, or any authorized user of the Services breach this or any other agreement with UKFCU; or if we have reason to believe that there has been an unauthorized use of your accounts or password or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transactions, or if we have reason to believe your account poses an undue risk of illegality or unlawfulness.

**9. Members may perform the following functions within Online Banking:**

- **Viewing Accounts:** By logging in, you will be able to view all shares associated with that specific membership account with UKFCU.
- **Transfers:** You may transfer funds between Share (Savings), Share Draft (Checking), and Loan sub-accounts, if applicable. 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. All funds transfers are subject to UKFCU 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 (A2A):** Online Banking grants access to account-to-account transfers. This service allows you to transfer funds from a UKFCU account to an external account at another financial institution. As a member of the UKFCU, you agree to provide UKFCU accurate and complete information to allow the transaction to be processed in a timely manner. If any of the information is inaccurate, UKFCU 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 UKFCU limitations, the transfer will not be authorized. UKFCU will process account-to-account transfers the next business day or the date selected. All transactions are subject to UKFCU verification and approval.
- **Account Balances:** Account balances may not be a true reflection of your balance as it is possible that outstanding transactions, such as electronic transfers, debit card transactions and drafts, that affect these balances have not yet been included in the balance at the time you view it as they have not yet been presented to the UKFCU for payment.
- **Transaction History:** Account history will be maintained from the first time you log in, and a minimum of twelve months of history will be maintained going forward from that date. You may search for share drafts (checks) that have cleared your account. Cleared check history will mirror your transaction history for 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. 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.
- **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.

- **Additional Services:** We may announce additional services available within Online and Mobile Banking on occasion. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.

### **Mobile Remote Deposits**

Mobile remote deposit services are 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. Your use of this service constitutes acceptance of this Agreement that is subject to change at our discretion.

UKFCU reserves the right to change, modify, add, or remove portions from the service. The mobile remote deposit services have membership 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 you will not use the mobile remote deposit service to scan and deposit any checks or other items as shown below, UKFCU will not knowingly accept the following items:

- 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 endorse any item transmitted through the mobile remote deposit service with "**For e-Deposit Only**" and your signature. You agree to mark "Void" on the physical item and will not re-deposit, once you have made the deposit and then after 14 business days, you agree to destroy the physical item unless otherwise directed by an UKFCU employee. 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. Once a deposit is accepted, a member will have \$200 of those funds made available immediately with the remainder of the deposited amount held for two business days. However, UKFCU, at its sole discretion, may hold the entire 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. You will not transmit duplicate items and/or items previously submitted to UKFCU or another financial institution.
- c. 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.
- d. All information you provide to UKFCU is accurate and true.
- e. 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.

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.

We reserve the right to change the terms and conditions of this service at our discretion. We will notify you of any changes in writing with the appropriate period as provided by law.

### **Business Days**

The Credit Union's business days are Monday through Friday. Federal Holidays are not considered a business day.

### **Our Liability**

UKFCU will not be liable for transactions that did not post for the following reasons:

- 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.

UNIVERSITY OF KENTUCKY FEDERAL CREDIT UNION SHALL NOT BE RESPONSIBLE FOR ANY 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. UKFCU WILL NOT BE LIABLE FOR ANY DAMAGES TO, OR ANY VIRUSES THAT MAY AFFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON BECAUSE OF YOUR ACCESS TO, USE OF OR DOWNLOADING FROM OUR WEB SITE. IF WE FAIL TO ENFORCE ANY OF OUR RIGHTS UNDER THESE TERMS AND CONDITIONS, OUR PRIVACY & SECURITY STATEMENT OR OUR PROMISE OR APPLICABLE LAWS, IT IS NOT 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 IS 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 and/or questions about your electronic transfers, telephone us at (859) 264-4200 or write us at the address below. 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.

University of Kentucky Federal Credit Union  
ATTN: Fraud Dispute Department  
1730 Alysheba Way  
Lexington KY 40509

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