

# **Online Banking Disclosure**

These are the terms and conditions for using Leaders E-branch to access your Leaders Credit Union accounts. Members are still bound by all disclosures such as, terms and conditions of your account, electronic transfers, funds availability, truth in savings, and fee schedule.

# Use of Online Banking

When you initially access the online banking services, or permit another person to use Leaders E-branch services on your behalf, you agree to the terms and conditions described in this agreement. If you receive a written statement, you must promptly and carefully review it upon receipt to determine if any errors exist. Notification of errors must occur no later 60 days after we sent the FIRST statement on which the problem or error appeared.

## Description of Leaders E-branch

Internet Account Access - With this service, you can obtain balance and transaction information, and make transfers between your eligible Leaders Credit Union accounts, as well as communicate with us electronically via E-mail.

Bill Payment (BillPay) - This service allows you to make payments to anyone within the United States.

## **Computer Requirements**

To use Leaders E-branch with Microsoft Money® or Quicken®, you must have the necessary computer equipment requirements described in the Microsoft Money® or Quicken® software operating instructions. To use Leaders E-branch with <u>www.leaderscu.com</u>, **you must have your own Internet Service Provider (ISP)** and the necessary computer equipment requirements described in your choice of the following Browsers: Netscape Navigator®, Microsoft Internet Explorer®, or America Online's® Internet Explorer using Windows 95. You are responsible for the selection, installation, maintenance, and operation of your computer and software. We are not responsible for any errors, failures, or malfunctions of your computer and software or for any computer virus or related problems that may occur with your use of Leaders E-branch. Bill payment service may require a specific browser version, which may change without notice. See our web site at <u>www.leaderscu.com</u> for requirements. **WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.** 

#### Account Requirements

In order to use Leaders E-branch, you must have a Prime Share Account with us. In order to use the Bill Payment feature, you must have a checking (Share Draft) account with us. If you have more than one checking account with us, you must designate one of them as your primary account. If you do not so, we may select a primary account for you and service fees will be charged to your primary account.

#### **Eligible Accounts**

You can designate which of your checking, savings, Money Market Accounts, and term deposit accounts you can access through Leaders E-branch using Microsoft Money<sup>®</sup> or Quicken<sup>®</sup>. If you choose the Leaders E-branch Service with <u>www.leaderscu.com</u>, all of your checking, savings, IRA's, Money Market



Accounts, consumer loans ,HELOC and in-house mortgage accounts will be listed for you automatically. At our discretion, we may refuse to allow certain accounts to be linked to the Service and may limit the types of transactions available online.

### **Charging Your Account**

Monthly charges and usage-based fees for Leaders E-branch are billed to your primary share account on a calendar month basis and will appear on the following month's account statement. Once you subscribe to a service, you will be charged the applicable monthly fee regardless of your use.

Although Leaders E-branch service charges and fees are charged to your primary share draft account, by agreeing to these terms and conditions you authorize us to deduct all applicable Leaders E-branch services charges and fees from any deposit or savings account you have with us in which you have unrestricted right of withdrawal, which might result in a penalty for early withdrawal. Leaders E-branch charges are subject to change without notice.

There is no fee for use of Leaders E-branch - our online Home Banking service.

Leaders' Bill Pay service fees are as follows:

Beginning September 1, 2004, Leaders online bill payment is free for members who have an active checking account.

Our Leaders E-branch fees are in addition to the fees described in the All About Your Account information for our Members and/or all other brochures and fee schedules.

If your account does not have enough available funds to cover a payment, we may reject the transaction. We may charge a fee for each payment request presented against insufficient available funds, whether or not we honor the request (see fee schedule)

#### Service Fees

You agree to pay fees we establish from time to time for the services. Our current fees are set forth in the Leaders Credit Union fee schedule.

#### Transfer Limitations for Savings Accounts

We reserve the right to limit the frequency and dollar amount of transfers and payments for security and regulatory reasons. Law and your deposit agreement limit payments and transfers from savings accounts (e.g., Share Savings Accounts and Money Market Accounts, etc) with us. During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check, draft or debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union. See the Truth in Savings Disclosure for more details.

#### **Erroneous Payment Orders**

You assume sole responsibility for accurately describing payees, payment amounts, and payee addresses. We are not responsible for confirming such information, or for monitoring or refusing to



process duplicate payment instructions. If you give us a payment instruction, which is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

# Stopping Pre-authorized Bill Payments from your Account

If you have told us in advance to make regular payments out of your account, you can stop any of these payments if allowable through the Leaders E-branch product you have chosen, or by calling us at (731) 664-1784 or 1-800-227-1893, or writing to us at: P.O. Box 10008, Jackson, TN. 38308 or e-mail us at https://www.leaderscu.org/contact-us/email-us/.

You must notify us by one of these means in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. A stop payment order must precisely identify the number, date and amount of the item, and the payee.

The stop payment fee, as outlined in your separate fee schedule will apply. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **Business Days**

Our business days are Monday through Friday excluding federal holidays.

## **Error Resolution**

In case of errors or questions about your accounts, call us at (731) 664-1784 or 1-800-227-1893, or write us at P.O. Box 10008, Jackson. TN. 38308, or email us at <u>https://www.leaderscu.org/contact-us/email-us/</u>. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a point- of- sale transaction or foreign initiated transfer). After we hear from you we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 if the transfer involved a point-of-sale transaction or a foreign initiated transfer) to investigate your compliant or question. If we decide to do this we will re-credit your account within 10 business days (20 business days if the transfer involved a point-of-sale or foreign initiated transfer) 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 compliant or questions in writing and we do not receive it within 10 business days, we may not re-credit your account.

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



# **Unauthorized Transfers**

Tell us AT ONCE if you believe your PIN has been lost, stolen or compromised. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your PIN without your permission.

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

Also, if your statement shows bill payments that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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 long trip or hospital stay) kept you from telling us, we will extend the time periods.

You will be required to cooperate with our investigation including the filing of a police report if you experience a loss.

## **Our Liability**

If we do not complete a transfer or payment from your account on the payment date or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. **We will NOT be liable, for example, when:** 

- We process your payment in a timely manner, but the payee rejects your payment or fails to process it in a timely manner.
- Your account does not contain sufficient available funds to make the transfer or payment, or the transfer or payment would exceed the credit limit on any overdraft line of credit you have with us;
- The payee or transaction information you supply to us is incorrect, incomplete or untimely.
- The system or telephone was not working properly and you knew about the problem when you requested the transfer or payment.
- Circumstances beyond our control (such as flood, fire, computer breakdown, or problems with the telephone line) prevent the transaction, despite reasonable precautions that we have taken.
- If you have properly followed the software manufacturer's recommendations or service instructions on how to make a transfer or bill payment.
- If you do not authorize a bill payment early enough for your payment to be made and properly credited by the payee by the time it is due.
- If a transfer or payment could not be completed due to system unavailability. There may be other exceptions stated in our agreement with you.

#### Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfer you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;



• In order to comply with a government agency or court orders; or If you give us written permission.

# Arbitration and Other Terms

This agreement supplements the terms of your account agreement with us. Please see your All About Your Account brochure for other terms relating to this Service (for example, waivers, governing law, and overdrafts). You agree that disputes arising in connection with these Services will be subject to the arbitration provisions set for in your account agreement. This agreement and your account agreement contain all of the terms of our agreement with you in respect to the Services. The terms of this agreement will supersede any conflicting terms in your account agreement with respect to the Services.

## Change in Terms

We may change the terms, including price, of this agreement from time to time by sending a notice or an amended agreement to you at the last address shown in our records for your account or this Service. Prior notice may not be given, however, if an immediate change is necessary for security purposes.

### Termination

Either you or we may terminate this agreement at any time upon giving notice of the termination to other party. For good reason, including non-usage or inactivity, we may terminate this agreement without prior notice to you. Once a payment Service is terminated, we reserve the right to make no further payments from your account, including payments you have previously authorized.

### Data Recording

You agree that we may record the information and electronic mail messages you enter on the Leaders Ebranch system.

Leaders Credit Union P.O. Box 10008 Jackson, TN. 38308 731-664-1784 or 1-800-227-1983

Website: <u>www.leaderscu.com</u> Email: <u>https://www.leaderscu.org/contact-us/email-us/</u>