



## **ALLEGACY FINANCIAL® FEDERAL CREDIT UNION DIGITAL BANKING AGREEMENT AND DISCLOSURE**

Digital Banking is an online financial service offering a variety of content, products and services to Allegacy Financial Federal Credit Union ("Credit Union") members (consumers, sole proprietors, and other business customers). The Credit Union grants you a nonexclusive, limited, and revocable right to access and use this service. This Digital Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Digital Banking service, including the credit union's Bill Payment Service. It also describes the rights and obligations of the Credit Union. Please read this Agreement carefully. By requesting and using these Services, you agree to comply with the terms and conditions of this Agreement.

### **I. Definitions**

The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority (with respect to the account);
2. "ISP" refers to your Internet Service Provider;
3. "Digital Banking" is the internet-based service providing access to your Credit Union account(s);
4. "Bill Payment Service" is the online service that enables the scheduling of bill payments using a personal computer.
5. "Online Account" means the Credit Union account from which you will be conducting transactions using a Service;
6. "Username" is the member-generated Login ID for your connection to the Service.
7. "Password" is the member-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
8. "PC" means your personal computer that enables you, with the Internet browser and ISP, to access your Online Account;
9. "Time of day" references are to Eastern Standard Time;
10. "Member Number" is the Credit Union-generated member number to you for your connection to the Service.
11. "We", "us", or "Credit Union" refer to Allegacy Financial Federal Credit Union ("Credit Union") which offers the Services, and which holds the accounts accessed by the Services; and
12. "You" or "your" refers to the owner of the account or the authorized representative.

## II. Access to Services

The Credit Union will provide instructions on how to use the Digital Banking service. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID. You may access your Online Accounts twenty-hour (24) hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software. The Credit Union may terminate, suspend, or limit your access and use privileges to Digital Banking, in whole or in part, at our sole discretion at any time without prior notice.

For purposes of transactions, the Credit Union's business days are Monday through Friday, excluding holidays and weekends. Some Digital Banking transaction requests (such as requests made via secure forms) received after 5:00 p.m. on business days and all transactions that are requested on Saturdays, Sundays, or holidays on which the Credit Union chooses to remain closed, will be processed on the Credit Union's next business day.

## III. Transactions with Digital Banking

Account Access. If we approve online services for your accounts, you must designate a separate user password. You must use this password along with your User ID to access your accounts.

Digital Banking allows you access to several services including:

- Obtaining balances and transaction histories on deposit and loan accounts
- Changing your password.
- Bill Payment Services

Transfer of Funds. In addition to viewing account information, you may use Digital Banking to conduct the transfer of funds. You may make transfers among most of your share accounts, or you may transfer loan payments.

NOTE: Because regulations require the Credit Union to limit preauthorized transfers (including Digital Banking transfers), the following limitations apply:

*Savings and Money Market Accounts:* Transfers out of your savings and money market accounts are limited to six (6) per statement period using any combination of transfer made using the service or by telephone, checks, point of sale purchase or other preauthorized or automatic transfer services. This transfer limit includes deductions from your account to pay third parties, overdraft protection transfers and checks, drafts or similar orders made by you if your account offers these privileges. Federal law imposes these limits. Please note: If there are not sufficient funds in the account, we cannot complete the transfer.

Additional Services. New services may be introduced for DigitalBanking from time to time. The Credit Union will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

#### **IV. Schedule of Fees**

The Credit Union offers the benefits and convenience of the Digital Banking Service to you free.

#### **V. Statements**

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account(s).

#### **VI. Use of Your Security Password**

Initial Access. To login to the Digital Banking Service for the initial sign on, you must change your password in accordance with the instructions provided.

Security. You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your PC unattended while you are using Digital Banking;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

You agree not to disclose or otherwise make your password available to anyone not authorized by you to sign on all of your deposit accounts for withdrawals or all of your loan accounts for advances.

Authorization. If you do authorize any other individual(s) to have or use your password, you understand that these person(s) may use the Digital Banking Service to review all of your account information and to perform transactions and that use of your password will have the same effect as your signature as to the authorization of all transactions, and that you are responsible for any transactions they authorize or conduct on any of your accounts.

If you believe your Password has been lost or stolen, please use the Password change feature immediately within Digital Banking to change your Password.

If you suspect any fraudulent activity on your account, call the Credit Union immediately at (336) 774-3400 or 800-782-4670 between the hours of 7:30 a.m. to 6:00 p.m., Monday through Friday and 9:00 a.m. to 12:00 p.m. on Saturday.

If you send the Credit Union an e-mail message, the Credit Union will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

NOTE: E-mail transmissions outside of the Digital Banking service are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, from Digital Banking, select the “Support Hub” and click the “Create New Message” link. Use this secure form to e-mail the Credit Union regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Credit Union regarding other concerns of a confidential nature. You may also click on the “Start a Chat” link to receive immediate and secure assistance during the business hours listed above.

## **VII. Linked Accounts**

All accounts and loans within a single Credit Union Membership will be accessible immediately upon enrollment of that membership to Digital Banking, and thereafter, regardless of differences in ownership of individual deposit accounts within that membership, or differences to rights to loan advances on loans within that membership.

Users of the Digital Banking service will hold the Credit Union harmless for account transfers, loan advances or subsequent withdrawals after account transfers or loan advances where there is a difference in ownership between any accounts or loans.

## **VIII. Term and Termination**

Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

Termination for Cause. We may immediately terminate your Digital Banking privileges (including the Bill Payment Service) without notice to you if you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

Termination for Non-Use. We may terminate your Digital Banking privileges (including the Bill Payment Service) without notice to you if you do not login to Digital Banking during a consecutive six (6) month period.

Termination for Convenience. To terminate this Agreement, you may:

- Delete your Digital Banking profile within the service
- Send an e-mail to [allegacy@allegacy.org](mailto:allegacy@allegacy.org)
- By calling (336) 774-3400 or (800) 782-4670
- In writing to Allegacy Financial, Attn: Member Care, P.O. Box 26043, Winston-Salem, NC 27114-6043.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

## **IX. Electronic Fund Transfer Provisions for Consumers**

*If you are a business customer, this entire section does not apply to you.*

Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Credit Union may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement, but which are defined in Regulation E shall have the same meaning when used in this section.

Your Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

If you notify the Credit Union within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.

If you fail to notify the Credit Union within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:

- \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
- the total of authorized EFTs which occur during the two (2) days before notification to the Credit Union, provided the Credit Union establishes that these EFTs would not have occurred had the Credit Union been notified within that two-day period.

You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.

If the report is made orally, we may require that you send the complaint or question in writing within ten (10) business days. We will notify you with the results of the investigation within ten (10) business days and will correct any error promptly. If more time is needed, however, we may take up to forty-five (45) days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are twenty (20) business days (instead of 10) and ninety (90) calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three (3) business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

You may notify the Credit Union by telephone or in writing.

Telephone Numbers and Addresses. In case of errors or questions regarding a Digital Banking transaction, call (336) 774-3400 or (800) 782-4670 or write us at: Allegacy Financial, Attn: Member Care, P.O. Box 26043, Winston-Salem, NC 27114-6043.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

- Your name and account number.
- A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error and date on which it occurred.

#### **X. SMS Terms of Service**

- a. Allegacy Financial offers members the convenience of SMS/text alerting for many kinds of Digital Banking activities. Members can opt in to receive texts when someone logs in to their account, when transactions over a certain limit occur, to receive balance alerts, transfer alerts and to receive one-time passcodes.
- b. Message Delivery and Frequencies: Messages will be delivered from ALLEGACY . For one-time passcode messages, you will receive one message per request. For Account Alerts, message frequency varies.

- c. You can cancel SMS Alerts at any time by visiting the Alerts page in Digital Banking and changing your settings at an individual alert level. To stop all alert SMS messages from Digital Banking to a phone number, text STOPALERTS from the phone number you no longer wish to receive alerts at. Texting STOP will stop all SMS messages from Digital Banking to that phone. After you text STOPALERTS or STOP to us, we will send you an SMS message to confirm that you have been unsubscribed, you will no longer receive SMS messages from us to that number.
- d. Once unsubscribed, if you decide to opt in again to receiving messages by SMS, visit the Alerts page in Digital Banking and change your settings at an individual alert level to use the text channel. Texting START will also opt you back in to the SMS program, but you will still need to update your individual alert settings to use the SMS channel.
- e. If you are experiencing issues with the messaging program you can reply with the keyword HELP to get more information, or you can call the Member Care directly at 336-774-3400.
- f. Carriers are not liable for delayed or undelivered messages.
- g. As always, message and data rates may apply for any messages sent to you from us and to us from you. The number of messages you receive will depend on the alerts you subscribe to and the frequency settings you choose. If you have any questions about your text plan or data plan, please contact your wireless provider.
- h. PII (personal identifiable information) obtained from this short code will not be shared with third parties for their own marketing. For more information, please see our Privacy Policy: <https://www.allegacy.org/files/Privacy-Disclosure.pdf>

## XI. Liability

Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to the Digital Banking service. Unless otherwise required by applicable law, we are only responsible for performing the Online services as delineated in this Agreement.

We will not be liable to you in the following instances:

1. If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with Credit Union Policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.

6. If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the Membership and Account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

Indemnification. You acknowledge and agree that you are personally responsible for your conduct while using Digital Banking and agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind, (including attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of Digital Banking or your violation of this Agreement or the rights of any third party.

Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider, by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Digital Banking account.

Virus Protection. The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

## **XII. General Terms and Conditions**

Credit Union Agreements. In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Digital Banking service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your account(s).

Changes and Modifications. The Credit Union may modify the terms and conditions applicable to the services from time to time. We may send any notice to you via e-mail, and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the services in whole or in part at any time without prior notice.

Site Links. The Digital Banking site contains links to other third-party web sites. The Credit Union is not responsible for, nor controls the content, products, or services provided by linked sites. In addition, each third-party site may provide less security than the Credit Union and have a privacy policy different than that of the Credit Union.

Assignment. We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- where it is necessary for the provision of Digital Banking and 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 government or court orders, or other reporting requirements;
- if you give us your permission;
- to the Credit Union affiliated companies.

Governing Law. This Agreement is governed by the laws of the State of North Carolina and applicable federal law.