## Hopewell Federal Credit Union Hopewell Online Agreement and Disclosure

This Agreement is the contract that covers you and your rights and responsibilities concerning Hopewell Online Internet Banking Services offered to you. The words "you" and "yours" mean those who complete the Hopewell Online application. The words "we", "us", and "our" mean Hopewell Federal Credit Union located at 501 Hopewell Drive, Heath, Ohio 43056, phone number 740-522-8311.

By completing the Hopewell Online registration, you agree to the terms and conditions governing your rights and our responsibilities concerning the Hopewell Online electronic funds transfer service. Electronic funds transfers (EFT) are electronically initiated transactions involving your deposit and loan accounts at the Credit Union through your personal computer.

## **Hopewell Online Requirements**

- You must be a member in good standing and agree to the terms and conditions of Hopewell Federal Credit Union's Hopewell Online Agreement and Disclosure.
- Have a Personal Computer, Modem and Internet Access
- Web Browser that support encryption such as Microsoft Internet Explorer 7.0 or above.

Hopewell FCU is committed to providing the most secure Internet service. When you interact with Hopewell FCU on this secure site, all the information is encrypted or encoded. Encryption is a procedure for turning plain text or other information into an unrecognizable pattern of data.

**Hopewell Online Registration** You can register for Hopewell Online by printing out and completing the application on our home page and sending the completed application to our office at 501 Hopewell Drive, Heath, Ohio 43056. Applications are also available at the main office.

**Hopewell Online Access** Upon application approval, you may use your personal computer to access your accounts. You must use your Hopewell Online user name and password to access your accounts.

**Availability of Hopewell Online Internet Service** Hopewell Online services are generally available 24 hours a day, 7 days a week, 365 days a year except for those times that the system is unavailable due to back-up procedures or maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts.

## **Hopewell Online Services**

## Account Information

You may review balances and transactions on all accounts and sub-accounts existing under your user name. The transaction history information may be limited to recent account information involving your accounts.

## Transfers

You may make transfers to your accounts or other accounts that you are authorized on as often as you like except for those accounts with transfer limitations as disclosed when you opened the account and any amendments to that disclosure. Transfers from share and club account to share draft/checking accounts will be limited to a total of six (6), including transfers by MAGIC, overdraft protection and telephone requests (Federal Regulation D) in any one month. You may transfer up to the available balance in your account at the time of the transfer, except as limited under other agreements.

## Transactions

Involving your accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit or Home Equity Loan will be subject to your Loanliner Credit Agreement and Disclosures or Home Equity Agreement and Disclosures, as applicable.

#### Apply for a Loan

You may make an application for a loan and you will be notified by telephone of the disposition of your application.

### Request a Check

You may request a check withdrawal from any share, share draft/checking, or club account (excluding IRA accounts). Minimum check amount is \$200.00. A check will be issued payable to the member owner and all joint owners and mailed to the address on record at the credit union.

### **Reorder Checks**

You may reorder additional checks in the same format as your last order from us.

### Stop Payment

You may request a stop payment order for a check or range of checks from your share draft / checking account. Requests may not be effective until the following business day. A Hopewell Online stop payment request will serve as a substitute for a written order.

### E-mail

You may send communications directly to the Credit Union. However, the Credit Union may not immediately receive e-mail communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at 740-522-8311 or 1-800-860-8311.

### Change Password

You may select a new password for your account access at any time.

### Quicken or Microsoft Money

You may download your account information to financial management software programs, if applicable.

#### Member View

You will be able to view checks that you have written on your share draft (checking) account. No fee is charged for this service. Hopewell Online user name and password are issued to members only. However, members that are joint owners on other accounts will have access to those accounts.

## **Authorized Use**

## Security of User Name and Password

You are responsible for the safekeeping of your name and password. You agree not to disclose or otherwise make your user name and password available to anyone not authorized to sign on your accounts. If you fail to maintain the security of your user name and password and Hopewell Federal Credit Union suffers a loss, we may terminate your Hopewell Online account services immediately. Revealing your user name and password will grant access to those accounts by unauthorized individuals. To ensure the security of your Hopewell Online account, we will return you to the log on screen if no activity has occurred within (10) minutes.

## Member Liability for Unauthorized Access

You are responsible for all transfers you authorize under this Agreement. If you permit other people to use your user name and password, you are responsible for any transactions they authorize or conduct on any of your accounts. You must tell us at once if you believe anyone has used your user name and password or accessed your accounts through Hopewell Online without your authority. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose no more than fifty dollars (\$50.00) if someone accessed your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or user name and password, and we can prove that we could have stopped someone from accessing your account without your permission had you told us, you could lose as much as five hundred dollars

(\$500.00). If your statement shows Hopewell Online transfers that you did not make, you agree to notify us immediately. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as hospital stay) kept you from telling us, we will extend the time periods. If you believe that someone has used your user name and password or has transferred or may transfer money from your account without your permission, call us at 740-522-8311 or 1-800-850-8311. Immediately change your password if you believe it has been compromised. In case of errors or questions regarding your Hopewell Online account, call us at 740-522-8311 or 1-800-860-8311 or write to us at 501 Hopewell Drive, Heath, Ohio 43056. If you think your statement or receipt is wrong or if you need additional information about a transfer listed on the statement or receipt, we must hear from you not later than 60 days after we sent the FIRST statement on which the problem or error appeared. 1. Tell us your name and account number. 2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. 3. 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 ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you (20 business days if the transfer involved a new account) after we hear from you, we will correct any error promptly. If we need additional time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days if the transfer involved a new account). If we decide to do this, we will credit your account within 10 business days (20 business days, if the transfer involved a new account) 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 complaint or question in writing and we do not receive it within 10 business days, we may not credit you account. An account is considered a new account for 30 days after the first deposit is made, if you are a new member. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documentation used to determine liability. All standard fees (NSF, Stop Payment, etc.) set forth in our fees and charges schedule apply. We reserve the right to discontinue access to your Home Banking account due to inactivity after 12 months of non-usage. If usage is discontinued and you elect to reactivate the account, you will be charged a reactivation fee of \$15.00. You will be given at least 30 days advance notice before Hopewell FCU would implement any changes or additions to fees. All of your Hopewell Online activity will appear on your regular account statement. The Credit Union will not provide separate documentation of this activity. You may print the confirmation of each transaction from your computer screen for your records.

# **Error Resolution Fees and Charges Statement**

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

- As necessary to complete transfers.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders.
- o If you give us your express permission.
- If we do not complete a transfer to or from your account on time 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 instance:

1. If through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.

2. If you used the wrong password or you have not properly followed any applicable computer or Credit Union user instructions for making transfer and bill payment transactions.

3. If your computer fails or malfunctions or the Hopewell Online service was not properly working and such problem should have been apparent when you attempted such transaction.

4. If circumstances beyond our control (e.g. fire, flood, telecommunication outages, strikes, equipment or power failure) prevent making the transaction.

5. If the funds in your account are subject to an administrative hold, legal process or other claim.

6. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or in the even we receive conflicting information.

7. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system or Internet Service Provider.

8. If there are other exceptions as established by the Credit Union. You agree that we may terminate this Agreement and your electronic fund transfer services, if you or any authorized user of your Hopewell Online services, or password breaches this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or password.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of the Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

## Account Information

### Disclosure Credit Union Liability for Failure to Make Transfers Termination of Electronic Fund Transfer Services

Hopewell Online services may be terminated to those members that cause a loss to the Credit Union. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least thirty (30) days before the effective date of any change as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations. You agree to be liable to the Credit Union for any liability, loss or expense as provided in the Agreement that the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Ohio where you opened your account and the By-laws of the Credit Union as they now exist or may hereafter be amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

You hereby acknowledge receipt of a copy of this Agreement and the disclosures accompanying this Agreement.

Member Signature \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

**Notices Enforcement Governing Law**