

## St. Luke's Credit Union FastNET AGREEMENT AND DISCLOSURE

This Agreement sets out the rights and obligations of a user of the **StLCU FastNET**. It describes the rights and obligations of St. Luke's Credit Union. Please read this Agreement carefully. You must accept this Agreement before your **FastNET** service will be effective. You should also keep a copy for yourself as this sets forth how your account will be handled. You will also be responsible for any subsequent changes to this agreement after you have been given thirty (30) days written notice of the changes. The written notice can be either posted on the St. Luke's Credit Union site (<http://\saint-lukescreditunion.org>) or included with your monthly statement.

### DEFINITIONS

The following definitions apply in this Agreement.

- **StLCU FastNET** is the WEB-based service providing access to your Credit Union account(s).
- "Online account" means any account from which you will be conducting transactions using this service.
- "Password" is the member-generated code used during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the service.
- "Time of day" references are to Central Standard Time or Central Daylight Time, as applicable.
- "Transaction date" means that day, unless after 4:00 p.m., or on a weekend or holiday in which case it means the next business day.
- Any "We", "Us", or "Credit Union" refer to St. Luke's Credit Union which offers the services, and which holds the accounts accessed by the services.
- "Authorized use" is use of the system by anyone using your "security code", who you have given the "security code", or to whom you have made the "security code" available.
- "You" and "yours" refers to those who sign the Credit Union Membership Application and account agreement.
- "Account" means any one or more share or checking accounts you have with StLCU.
- "Electronic funds transfers" (EFTs) means transfers involving your asset accounts at StLCU that are done through an electronic terminal, telephone, magnetic tape or computer.

### ACCOUNT REQUIREMENTS.

In order to subscribe to the service, you must have an open account with St. Luke's Credit Union. You may include other accounts such as checking, savings, money market, certificates of deposit or loan accounts.

### HARDWARE AND INTERNET USE.

**Technical Requirements.** In order to use the service, you will need access to the Internet through *Internet Explorer* version 6.0 or greater. Failure of your equipment to access the Internet, or any failure on your system that causes a problem with your transactions are risks that are accepted by you. We will make an effort to assist you in determining whether there is a system incompatibility problem between your system and ours, but ultimately the problems with any incompatibility is a responsibility you accept.

**No Liability.** We are not responsible for any error, damage or other loss you may suffer due to the malfunction or misapplication of any software or system you use, including without limitation, any web browser, any Internet Service Provider, or any equipment you may use, including, without limitation, telecommunication's facilities, computer hardware and modem. You are solely responsible for the set-up and maintenance of your computer, modem, or other access devices. Except as specifically required in this Agreement or by applicable law, you agree that we will not be liable for any damage, whether direct, indirect, special or consequential or otherwise, including economic, property, personal, or other loss or injury whether caused by hardware or system wide failure, whether due to a virus or other disabling routine, or otherwise, or resulting from the installation, use, or maintenance of the equipment, or other items necessary to access or use the service.

### AVAILABILITY OF SERVICE.

The Service is available 24 hours a day, seven (7) days a week, except during maintenance periods.

### ACCESS TO SERVICES.

The Credit Union will provide instructions on how to use **StLCU FastNET**. You will gain access to your online accounts through the use of your Internet-enabled device, your Internet Service Provider, your account number and your PIN. On your initial visit, you will be prompted to change your PIN.

At this time, you may use the service to:

- Transfer funds between your savings and checking accounts.
- Transfer funds from savings or checking to make credit union loan payments.
- Advances on your Line of Credit loan.
- Review account balances and transaction history for your savings, checking, Christmas club and certificates of deposit including dividends received on accounts.
- Review information on your loan account including payoff amounts, due dates, finance charges and balance information.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement, as applicable.

### USE OF YOUR SECURITY CODE.

You agree not to allow anyone to gain access to the services or to let anyone know your security code used with the services. In order to protect yourself against fraud, you need to adhere to the following guidelines:

- Do not give out your account information, security code, or member number.
- Do not leave your PC unattended while you are using the online credit union service.
- Never leave your account information within range of others, and
- Do not send privileged account information (account number, security code, etc.) in any public or general e-mail system.

If you authorize anyone to use your password that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your password and Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately in addition to any other remedies available to us.

### IF YOUR SECURITY CODE HAS BEEN LOST OR STOLEN.

If your PIN has been lost or stolen, call the Credit Union immediately at (816) 932-5300 between the hours of 7:30 a.m. to 4:00 p.m. (Central Time), Monday through Friday. Telephoning the Credit Union is the best way of minimizing your losses. If you believe your security code has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your security code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your security code, and we prove we could have stopped someone from using your security code without your permission if you had told us, you could lose as much as \$500. If you believe your security code has been lost or stolen, please use the security code change feature within the **StLCU FastNET** section of the Web site to change your security code. If you find that someone has changed your security code, call us immediately so that unauthorized transactions may be stopped.

### CREDIT UNION TRANSACTIONS WITH **StLCU FastNET**.

#### A. Fund Transfers and Account Information.

1. **Internet Credit Union Service.** You may use the service to: (i) transfer funds between your Accounts that are checking, savings, or loan accounts; and (ii) view current balance information for your accounts. The Credit Union does not accept responsibility for any such conversion utility, nor does it promise to continue to make this service available in the future.

2. **Fund Transfers; Authorization.** You may transfer funds between your accounts that are checking or savings deposit accounts in any amount equal to or greater than \$1.00 and less than \$10,000. When you authorize a fund transfer using the service, you authorize us to follow the transfer instructions and transfer the funds from the designated originating account to the designated recipient account. The "transaction date" is the date that the fund transfer is actually made. We deduct

the amount of your fund transfer from the designated originating account on the transaction date. We may refuse to act on your fund transfer instruction if sufficient funds, including funds available under any overdraft plan, are not available in your account on the transaction date. Funds transferred to the designated recipient account will be deemed deposited on the transaction date and will be available thereafter in accordance with our funds transfer availability policy.

3. **Account Information.** The account balance shown will be current as of 4:00pm on the last business day open. The account balance may include deposits still subject to verification by us and may not include deposits or loans in progress, outstanding checks or payments, or other withdrawals, payments, credits, or charges.

4. **Limits and Transfers from Accounts.** Federal regulations limit the number of certain types of transfers from savings deposit accounts. You are limited to six (6) transfers per month. Each fund transfer through the service from your savings deposit account is counted as one (1) of the six (6) transfers you are permitted each month. Your ability to transfer funds from various accounts is subject to the Account Agreements and fee's where applicable. You should refer to these agreements for legal restrictions and service charges applicable for excessive withdrawals and transfers. Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement, as applicable.

The following limitations on transactions may apply:

You may make funds transfers among your accounts within the same member number as often as you like, with the following limitations:

- Transfers from your savings accounts will be limited to five (5) withdrawals in a quarter. All transfers or withdrawals of 6 or more will be charged a \$1.00 fee.
- A transfer to and from certificates of deposits.

You may transfer or withdraw up to the available balance in your account, except as limited under this Agreement or your deposit agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM transactions and our Funds Availability Policy.

5. **New Services.** New services may be introduced for **StLCU FastNET** 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.

#### 6. **Electronic Mail (E-Mail).**

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. The Credit Union will have a reasonable time to act on your e-mail. You should NOT rely on e-mail if you need to communicate with the Credit Union immediately. We request that you do not send us or ask for sensitive information such as account numbers, password, and account information, etc. via any general or public E-mail system.

#### 7. **Fee Schedule.**

The Credit Union offers the benefits and convenience of **StLCU FastNET** to you free.

#### 8. **Statements.**

You can now receive your statement through electronic means or continue to receive your regular account statement by mail, either monthly or quarterly, depending on the type of account. If your statement shows transfers that you did not make, notify the Credit Union immediately by calling (816) 932-5300, 7:30 a.m. to 4:00 p.m. (Central Time), Monday through Friday or writing the Credit Union at: St. Luke's Credit Union, 4200 Pennsylvania-Ste 161, Kansas City, MO 64111. If

you do not notify the Credit Union within sixty (60) days after the statement date, you may not recover any money lost after the sixty (60) days which would not have been lost if the Credit Union had been notified in time. Exceptions will require Management approval.

#### 9. Your Responsibility.

In case of errors or questions regarding a **StLCU FastNET** transaction, call (816) 932-5300, 7:30 a.m. to 4:00 p.m. (Central Time), Monday through Friday or write the Credit Union at: St. Luke's Credit Union, 4200 Pennsylvania-Ste 161, Kansas City, MO 64111. We must be notified by you at the telephone number or address, listed above, no later than sixty (60) days after we provided 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.

If the report is made orally, we will require that you send the complaint or question in writing within twenty (20) 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 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 is twenty (20) business days (instead of ten (10) and ninety (90) calendar days (instead of forty-five (45)).

If we determine that no error occurred, we will send you a written explanation within three (3) business days after the investigation is completed. You may request copies of the documents that were used in the investigation.

#### 10. Our Responsibility.

If we do not properly 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 the amount of any losses or damages incurred by you and resulting directly from such failure. We will not be liable in the following instances:

- If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with credit union's policy.
- If your funds are subject to legal process or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your accounts without your permission, and you fail to notify the Credit Union immediately.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- 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 deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this Agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above occur, we will assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that

may not have been completed or to reverse incorrect transactions that have been processed.

#### 11. 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.

#### 12. Disclosure of Information to Third Parties.

We will disclose information to third parties about your account or transfers 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 and affiliated companies.
- in order to comply with government or court orders, or other reporting requirements.
- if you give us your written permission, where through action of your own, information about your account has been put onto the Internet in an insecure manner.

#### 13. Inactivity; Termination.

You are responsible for complying with all the terms of this agreement and with the terms and conditions agreement and all other disclosures governing the deposit accounts which you access using electronic credit union services. We can terminate your electronic banking privileges under this agreement without notice to you if:

- You do not pay any fee required by this agreement when due.
- You do not comply with the agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this agreement or your use of this service for any reason except when placed in an inactive status. If you do not utilize this service at a minimum of every one hundred and twenty (120) days (or every 4 months) your account will be placed in an inactive status. If your account is considered inactive, you must contact the Credit Union to have this service reactivated before you will be able to schedule any transaction through the service.

To cancel the **StLCU FastNET** Service, you must notify the Credit Union and provide your signed and printed (if in writing) name; address; account number; and the effective date to stop this service. You may notify the Credit Union by one of the following methods:

- By calling (816) 932-5300, 7:30 a.m. to 4:00 p.m. (Central Time), Monday through Friday.
- By writing a letter and sending it to the following address, St. Luke's Credit Union, 4200 Pennsylvania-Suite 161, Kansas City, MO 64111.
- By giving it to an employee at any Credit Union location.

#### 14. Governing Law.

This Agreement is governed by the laws of the State of Missouri and applicable to federal law. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize 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 under the laws of the State of Missouri. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Missouri law, to payment by the other party of its reasonable attorney's fees and cost, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provisions may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.