

# Mobile and Online Banking Agreement

## Mobile and Online Banking Agreement

(Revised March 1, 2019)

### I. Introduction

Mobile and Online Banking ("Online Banking") is offered as a convenience to you. Through Online Banking you can manage your personal or small business accounts online or through your Mobile Device. This Online Banking Agreement (as amended from time to time, the "Agreement") outlines the features of Online Banking and governs your use of the Online Banking Services offered by Jefferson Financial Federal Credit Union (JFFCU). By using any of the Online Banking Services, you agree to this entire Agreement.

Your accounts at JFFCU are also governed by the Membership Agreement and the applicable account disclosures obtained at account opening ("Membership Agreement and Disclosure Statements"). The Membership Agreement and Disclosure Statements continue to govern your relationship with JFFCU in addition to this Agreement.

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### II. Definitions

Unless otherwise stated the following definitions apply to all parts of this Agreement:

The terms "**we**," "**us**," "**our**," "**Jefferson Financial**," "**JFFCU** ", and "**Credit Union**" refer to Jefferson Financial Federal Credit Union.

The terms "**you**" and "**your**" refer to you the member (individual or entity) of Jefferson Financial who is entering this agreement and each signer on your account.

The term "**business days**" means Monday through Friday, excluding Saturday, Sunday and Federal and State legal holidays.

The word "**checks**" refers to the definition of "Check" in the Federal Reserve's Regulation CC.

The term "**electronic communication**" refers to all statements, disclosures, agreements, or any other communications sent electronically from us to you at your email address or Mobile Device on record.

"**Merchant**" means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a payee.

"**Electronic Access Device**" refers to a standard or traditional desktop computer or PC laptop or a Mobile Device as defined herein..

"**Online Banking Agreement**" or "**Agreement**" refers to this entire agreement.

"**Online Banking Services**" and "**Online Banking**" refers to the services and features offered and discussed in this Agreement such as, but not limited to, bill pay, remote deposit capture, viewing account information, and transfers.

"**Mobile Device**" means a smart phone, tablet, or similar device that is installed with software required by JFFCU to use Online Banking Services.

"**Online Banking Password**" refers to the password you will need to login to Online Banking.

"**Membership Agreement and Disclosure Statements**" refers to the agreement and disclosure statements you received or will receive upon account opening with JFFCU including any and all amendments or changes thereto. You may access these at <https://www.JeffersonFinancial.org/disclosures>.

### III. Features of Online Banking

#### A. Account Information

Online Banking permits you to access your accounts online or through your Mobile Device. Among other things, you

will be able to view your accounts balances, transaction history, and payment dates. Additionally, you will be able to view account information from your accounts at other financial institutions.

#### **B. Bill Pay**

Bill pay allows you to set up payments to non-JFFCU members at other financial institutions. Your account will be debited the authorized amount and the payee's account will be credited the payment.

We will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill to be processed, provided the payment request is received prior to the cut-off time set by us, which is currently **3:00 PM CST**. Variable bill requests received after the business day cut off time or at any time on a non-business day will be processed on the next business day. We reserve the right to change the cut-off time by giving you notice if it changes.

#### **C. Transfers**

Through Online Banking you will be able to transfer funds internally among JFFCU accounts and to your accounts at other financial institutions.

#### **D. Remote Deposit Capture**

You can deposit checks to your JFFCU accounts through Remote Deposit Capture through the convenience of your Mobile Device.

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### **IV. Accessing Online Banking**

The provisions of this Part (IV) apply to the entire Agreement.

#### **A. Requirements**

To access Online Banking you must (a) have a JFFCU account; (b) have a compatible Electronic Access Device; (c) consent to receive all notices and disclosures electronically; (d) provide JFFCU with your current email address; (e) satisfy all applicable requirements for registering for the Online Banking Services; and (f) read and accept this entire agreement. Your consent is automatically renewed each time you login to Online Banking and/or use Online Banking Services to conduct a transaction.

You are solely responsible for obtaining all hardware, software, and equipment necessary to use the Online Banking Services.

A business may be required to operate under a tax payer identification number to have access to these accounts.

#### **B. Electronic Access Devices**

Certain Electronic Access Devices may be compatible with one or more of the Online Banking Services but not with others. JFFCU does not guarantee compatibility with any particular Electronic Access Device. In order for you to utilize Online Banking and the Online Banking Services you must have a compatible Electronic Access Device. Your Electronic Access Device must be internet enabled and connected to the internet. You may be required to make upgrades from time-to-time to continue using the Online Banking Services. You are solely responsible for any and all expenses associated with your Electronic Access Device.

This Agreement does not amend or supersede any of your Electronic Access Device agreements such as, but not limited to, your Mobile Device agreement with your provider, your agreement with an internet provider, etc. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Online Banking and Online Banking Services (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Online Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Similarly, you agree that only your internet provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider(s) directly without involving us.

We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

### **C. Your JFFCU Password**

You will be provided an initial Online Banking Password that will give you access to your JFFCU accounts for purposes of Online Banking. This password must be changed upon your initial entry to Online Banking. Later it may be changed within Online Banking by using the options button. We will act on instructions received under your password. For security purposes, it is recommended that you memorize your Online Banking Password and do not write it down. To further safeguard your account we recommend that you change your password regularly. You are responsible for keeping your Online Banking Password, account numbers and other account data confidential.

### **D. Fees**

Presently, there are no fees for using Online Banking. However, all other existing fees as outlined in the applicable Membership Agreement and Disclosure Statements or any other fee schedule for particular products or services may be assessed and still apply to Online Banking transactions, as applicable (e.g. non sufficient/uncollected funds fees). Additionally, at any time we may establish and/or adjust fees for Online Banking upon proper notification in accordance with the section "Changes in Online Banking or this Agreement".

Please note that fees may be assessed in connection with your Electronic Access Device agreements but such fees are not an obligation imposed by JFFCU.

### **V. General Terms and Conditions**

The provisions of this Part (V) apply to the entire Agreement.

#### **A. Consent to Receive Statements, Notices, and Disclosures Electronically**

You agree and consent to receive all statements, notices, and disclosures (collectively "Communications") from us electronically. As part of your consent you agree to the following:

- This consent covers all types of Communications from JFFCU such as, but not limited to, periodic statements, NSF notices, late payment notifications, notices for annual meetings, account disclosures, change-in-terms notices, etc.
- We will send these Communications to the email address or mobile phone associated with your account and in our records.
- In the event your email and/or mobile phone contact information change you are responsible for updating them and must do so immediately. You may update your email and mobile phone contact information in person or call us at 800.259.2471.
- All Communications sent from us to your email address or mobile phone on record shall be deemed given and received by you immediately upon being sent. Except as otherwise required by law, we are not obligated to send any Communication to you by regular mail or by any other means.
- Upon request you may obtain a paper copy of an electronic record, or Communication, but such is subject to standard fees for copies, as outlined on the Fee Schedule.
- Receiving electronic Communications on your Mobile Devices requires that your Mobile Device be an internet-enabled Mobile Device that support 128-bit encryption. In order to keep Communications sent to you, you must have the ability to save them to your Mobile Device or computer, or to print them.)
- You may, without charge, withdraw this consent at any time and be entitled to paper Communications by calling us at 800.259.2471, however, if you do withdraw your consent we can terminate your access to the Online Banking Services offered with this Agreement.

#### **B. Use of Online Banking Services**

Your strict compliance with this Agreement and all other agreements with JFFCU is a condition to your ability to access and use Online Banking for any of its features. You agree that you will not use Online Banking in any unauthorized manner.

You represent and warrant to us that all actions taken in connection with Online Banking such as, but not limited to, remote deposits through RDC, Bill Payment or transfers, are lawful and done in good faith. You further represent and warrant that you are authorized to deposit all checks deposited by you, make all transfers arranged by you, or the like. With respect to RDC you represent and warrant that all checks deposited are accurate representations of the original check, are properly payable to you, contain authentic and authorized signatures, have not been altered, and will not be presented for payment in a manner that will cause the drawer's account to be debited twice (i.e. multiple deposits of the same check). You agree to be liable for any breach of the foregoing. Further, you agree to indemnify and hold us harmless for any and all costs, damages, and losses arising from your breach of these representations and warranties.

You agree to refrain from any activity or conduct that would infringe upon the proprietary rights of the owner(s) of any software or services associated with Online Banking. You agree that any such infringement or violation will result in the immediate termination of your access to Online Banking. Additionally, you agree to be liable for any and all costs, damages, and losses arising from your misuse, infringement or violation of the proprietary rights of the owner(s) of any software or services associated with Online Banking regardless of whether such misuse, infringement or violation is willful or negligent. You agree to indemnify us for any and all costs, damages, and losses resulting or arising from your misuse, infringement or violation of the proprietary rights of the owner(s) of any software or services associated with Online Banking regardless of whether such misuse, infringement or violation is willful or negligent.

### **C. Availability of Services**

We will make reasonable efforts to keep Online Banking Services available for your use on a continuous basis. However, we do not guarantee functionality of Online Banking Services on all Electronic Access Devices, on all communications networks, in all geographic regions, or at all times. We make no promises that Online Banking will always be available for your use. You hereby agree that we are not liable nor are we responsible for any loss or damage incurred or suffered by you as a result of any interruption in our services. Additionally, although we will attempt to maintain Online Banking during non-peak hours, we may conduct such maintenance at any time.

### **D. Confidentiality and Authorized Users**

You agree to keep your JFFCU Password and user name needed to access your accounts through Online Banking confidential. Additionally, you are responsible for keeping your account numbers and account data confidential. It is recommended that you memorize your JFFCU Password, do not write it down, and change it regularly. You agree to promptly review all electronic statements for accuracy and to immediately notify us in the event of any error or unauthorized access as explained in Section J below (Questions or Error Correction on Online Banking Transactions).

You agree that if you authorize another person to access Online Banking Services on your behalf and with your JFFCU Password and/or utilize any of the Online Banking features we may rely upon their apparent authority. Unless otherwise restricted by law, you agree to indemnify and hold us harmless for any loss or damage resulting from any person so authorized.

### **E. Closed Accounts, Cancellation of Online Banking Services, and Terminating this Agreement**

If you wish to cancel any of the Online Banking services offered through Online Banking and thus this Agreement, please contact our Member Service at **800.259.2471** or send us cancellation instructions in writing to JFFCU, 7701 Airline Dr. Metairie, La. 70003. We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by us on your behalf.

If you close all of your JFFCU accounts, you must notify our Member Service to cancel the Online Banking services at **800.259.2471** or send us cancellation instructions in writing to JFFCU, 7701 Airline Dr. Metairie, La. 70003.

Your Online Banking may be canceled by us at any time without prior notice for any of the following reasons: (a) you have insufficient funds in one of your accounts; (b) you do not access your accounts through Online Banking for any one (1) year period; (c) you have violated this Agreement; (d) we determine in our sole discretion that you are abusing our services; or (e) we cease offering the Online Banking Services. After cancellation, Online Banking Services may be reinstated, once we are satisfied, in our sole discretion, that the condition of cancellation has been amended.

Please note that if your Online Banking Services are canceled for any reason your Bill Payment information, preauthorized automatic transfers and electronic statements will be discontinued. You agree that JFFCU is not liable for any late or missed payments because you failed to restructure your payment mechanisms in the event your Online Banking Services are canceled. Furthermore, you agree to hold JFFCU harmless of any and all losses resulting from your failure.

### **F. Changes in Online Banking or this Agreement**

We reserve the right to change the charges, fees, Online Banking Services or features, or any other terms described in this Agreement. However, when changes are made to any fees, charges, or transaction limits or restrictions we will notify you electronically through communication to your email address or mobile phone on our records. The notice will be sent at least thirty (30) days in advance of the effective date of any additional fees, or of any stricter limits on the type, amount, number, or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is

made, and it can be disclosed without jeopardizing the security of the system, we will provide you with notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Membership Agreement and Disclosure Statements.

We may make changes to geographic areas served by Online Banking at any time with or without prior notice.

From time to time we may introduce new Online Banking Services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

#### **G. Overdrafts: Order of Payments, Transfers, Other Withdrawals**

If your account has insufficient collected funds to perform all electronic funds transfers (ATM withdrawals, preauthorized transactions, Online Banking transfers, Bill Payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through Online Banking may result in an overdraft of your account and may, at JFFCU's discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

You agree to have collected funds available on deposit in the account you designate in amounts sufficient to pay for all electronic funds transfers (ATM withdrawals, preauthorized transactions, Online Banking transfers, Bill Payments, etc.), as well as, any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse an electronic funds transfer if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the account and we have not exercised our right to reverse or reject the electronic funds transfer, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge any of your accounts to cover such payment obligations. You agree that JFFCU will not be liable for any loss or damage resulting from any canceled or failed electronic funds transfer resulting from insufficient funds in your account, even when JFFCU had the ability to cover the payment through an overdraft but chose not to.

#### **H. Disclosure of Account Information**

You understand that information about your accounts may be furnished to others in accordance with applicable law and regulations and the Membership Agreement and Disclosure Statements (particularly the Privacy Notice Disclosure). Furthermore, you understand that information about your accounts may be disclosed for the purpose of providing these Online Banking Services but shall be done in accordance with the Privacy Notice Disclosure of the Membership Agreement and Disclosure Statements.

#### **I. Other Governing Agreements, Laws, and Regulations**

In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Membership Agreement and Disclosure Statements provided by us at account opening and the Credit Union's rules and regulations.

You agree to comply with and be bound by the rules and regulations of any funds transfer system to which the Credit Union belongs, and all applicable State and Federal laws and regulations, including but not limited to, Regulation CC - "Expedited Funds Availability Act", Regulation D, Bank Secrecy Act (BSA), and all laws administered by the United States of America which are in existence as of the date of this Agreement and as amended from time to time.

As discussed above, in Part IV Section B ("Electronic Access Devices"), this Agreement does not amend or supersede any of your Electronic Access Device agreements.

This Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of Louisiana. You agree to abide by and comply with all local, state, and federal rules, laws, and regulations.

## **J. Questions or Error Correction on Online Banking Transactions**

If you have any questions regarding any of our Online Banking Services please contact us:

By electronic mail (E-mail) to [eservices@jeffersonfinancial.org](mailto:eservices@jeffersonfinancial.org) telephone at **800.259.2471**, or mail to **JFFCU , 7701 Airline Dr. Metairie, La. 70003**.

For any suspected errors or suspected wrongful or fraudulent use of your account (such as, but not limited to, unauthorized or incorrect transfers, deposits or withdrawals) or if you believe another person has improperly obtained your JFFCU Password you must do the following immediately:

1. Notify us by electronic mail (E-mail) to [eservices@jeffersonfinancial.org](mailto:eservices@jeffersonfinancial.org), telephone at **800.259.2471** , or mail to **JFFCU, 7701 Airline Dr. Metairie, La. 70003**, as soon as possible.
2. We must hear from you no later than sixty (60) days after we have sent the electronic statement (or other electronic communication) on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
3. Tell us your name and account number
4. Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
5. Tell us the dollar amount of the suspected error.
6. For a Bill Payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
7. Send us any other relevant information we may request about the transaction within ten (10) business days of our request.

## **K. Preventing Misuse of Your Account**

*Frequently examine your account activity.* Your role is extremely important in the prevention of any wrongful use of your account(s). You must promptly examine your periodic statement (e.g. your monthly statement, if applicable) upon receipt. If you find that your records and ours disagree, you must immediately follow the procedures outlined in Section J above (Questions or Error Correction on Online Banking Transactions).

*Protect your personal identification information.* In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

*Safeguard your JFFCU Password.* The JFFCU Password that is used to gain access to Online Banking should also be kept confidential. For your protection we recommend that you change your JFFCU Password regularly. It is recommended that you memorize this JFFCU Password and do not write it down.

You are responsible for keeping your JFFCU Password, personal identification information, account numbers and other account data confidential. If you believe that your JFFCU Password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission or that any other unauthorized activity on your account has occurred, NOTIFY OUR MEMBER SERVICE IMMEDIATELY by electronic mail (E-mail) to [eservices@jeffersonfinancial.org](mailto:eservices@jeffersonfinancial.org) , telephone at **800.259.2471**, or mail to **JFFCU , 7701 Airline Dr. Metairie, La. 70003**.

## **L. Waiver**

Neither party will be deemed to have waived any part or provision of this Agreement, or any other agreement, by the failure to insist on conformity with this Agreement, or any other agreement, or to seek redress for any such violation.

## **M. Our Liability**

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY APPLICABLE LAW OR REGULATION, YOU AGREE THAT NEITHER WE NOR THE SERVICE PROVIDERS FOR OUR ONLINE BANKING SHALL BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY, WHETHER CAUSED

BY JFFCU, THE EQUIPMENT, SOFTWARE, OR BY INTERNET BROWSER/SERVICE PROVIDERS SUCH AS, BUT NOT LIMITED TO, NETSCAPE (NETSCAPE NAVIGATOR BROWSER) AND MICROSOFT (MICROSOFT EXPLORER BROWSER), OR BY INTERNET ACCESS PROVIDERS OR BY MOBILE SERVICE PROVIDERS OR BY AN AGENT OR SUBCONTRACTOR OF ANY OF THE FOREGOING. NOR SHALL WE OR THE SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, OR INTERNET BROWSER OR ACCESS SOFTWARE, OR MOBILE DEVICE SOFTWARE OR APPLICATIONS. YOUR USE OF THE ONLINE BANKING SERVICES, ALONG WITH ANY MATERIAL OR SOFTWARE REQUIRED TO UTILIZE ONLINE BANKING, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS RESULTING THEREFROM.

The provisions of this Section M "Our Liability" shall survive the termination of this Agreement.

We reserve the right to refuse to make any transaction that you may request through Online Banking and we will not be liable for such a refusal.

The liability provisions of this section are in addition to the other liability provisions specifically mentioned throughout this Agreement.

Among other things, **JFFCU** will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on an Bill Payment.
- If you have not properly followed the instructions for using Online Banking.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

#### **Hold harmless and indemnification**

You agree to indemnify, defend, and hold JFFCU, its officers, directors, employees, members, agents, and affiliates ("Indemnified Parties") harmless for and against all liabilities, losses, damages, penalties, actions, judgments, costs, expenses or disbursements of any kind or nature that may be imposed on, incurred by, or asserted against the Indemnified Parties, in any way relating to or arising out of: (i) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; (ii) the actions or omissions of you, your agents or employees; (iii) any warranty that we are required or deemed to make to a third party in connection with your transactions; (iv) your use or distribution of any equipment or software that is inconsistent with the license or sublicense that you receive; AND (v) actions by third parties (such as the introduction of a virus) that delay, alter or corrupt the transmission of information to us.

#### **Limitations on warranties**

You accept the Online Banking Services "as is," with no representation or warranty of any kind, express or implied, including without limitation implied warranties of merchant ability, fitness for a particular purpose, or non-infringement of intellectual property rights. Without limiting the generality of the foregoing, we have no obligation to indemnify or defend you against claims related to infringement of intellectual property rights.