

## **FirstLink Internet Banking Service**

### **TERMS, CONDITIONS and DISCLOSURES**

First Central Credit Union is providing this statement of Terms, Conditions and Disclosures about our FirstLink internet service because we want you to fully understand and enjoy your credit union internet relationship with us. Please read this important information and retain it for future use and reference. The words we, us, our service, and our abbreviated name, FCCU, mean First Central Credit Union. Internet services are made available to you with the help of our service partners. The words 'you' and 'your' refer to each person who signs the application for FirstLink and each account owner or other person authorized to transact business on any FCCU account that may be accessed through FirstLink.

#### **COMPUTER EQUIPMENT & SOFTWARE:**

You will need Internet access and browser software capable of communicating effectively with our secure site. You may view our website to learn about optimizing the security of your transactions and improving your credit union internet experience. You may be able to download, at no additional cost, certain software upgrades. However, doing so will be entirely at your risk and we may, by separate agreement, or upon 30 days notice to you, elect to charge for software we provide. We are not responsible for any loss, damage or injury whether caused by your equipment, software, browser, the services, or any technical or editorial errors contained in or omitted from any user guide or other information provided or related to the services. We shall not be responsible for any direct, indirect, special or consequential damages arising in any way from the installation, use or maintenance of your equipment, software or the services, except where a different standard is required by law.

#### **ACCOUNT ACCESS:**

You may use your computer equipment and software together with your account number as it appears on your statement, your password and/or PIN to: 1) Make inquiries about your account and loan balances; 2) Review the account history of your checking, savings, share certificate, IRA, and loan suffixes; 3) Make transfers between your checking and savings suffixes; 4) Make payments (transfers) from your checking or savings to your loan suffixes; 5) Make transfers from your loan line of credit to your checking or savings suffixes; 6) Request Teller Checks from your savings or checking suffixes to be mailed to you; 7) If you specifically request and by separate agreement are granted approval, you may make transfers to certain accounts of your family members (cross member transfers).

#### **NEW SERVICES:**

We may from time to time introduce new services or enhance existing services. We will notify you when these new or enhanced services are available. By using these services, if and when they become available, you agree that they will be governed by these Terms, Conditions, and Disclosures we provide. We will select the method for distributing software updates and any required information related to the services.

#### **STATEMENTS:**

All transactions and payments made via this service will be listed on a monthly account statement.

#### **BUSINESS DAY:**

Our business days are Monday to Friday, except for Holidays observed by FCCU.

#### **CHARGES:**

We may charge fees related to your use of this service. Fees are subject to change from time to time. We will normally assess all charges against your checking account. However, you give us permission to charge any account of yours at FCCU.

#### **NO WAIVER OF RIGHTS:**

You agree that if FCCU fails to charge any fee that we told you we would charge, or that we normally would charge, we do not waive our right to resume charging such fee without further notice.

#### **CARE OF YOUR PASSWORD & SECURITY:**

Your password is established on the account level, one password per account number. You agree that you will not give or make available your service password or PIN to any unauthorized individual. You agree that if you provide your password to someone else, you are authorizing them to act on your behalf and you will be responsible for their use. If you make changes to the ownership of your account (for example, delete a joint owner), you agree to change your password and/or PIN immediately. If you believe that your

password has been lost or stolen, or that someone has made payments using your password without your permission, notify us at once and change your password immediately. You may notify us by telephone, or send an electronic message through the service.

**DISCLOSURE OF ACCOUNT INFORMATION:**

We will disclose certain information about you, your account or the transfers you make to third parties where: 1) it is necessary for completing transfers; 2) to verify the existence and condition of your account for a third party; 3) in order to comply with a government agency or court order; or, 4) if you give us your written permission and in accordance with our privacy policies.

**LIMITATIONS ON TRANSFERS:**

Government regulations restrict the number of preauthorized and telephone transfers you can make from your Money Market and Savings suffixes. During any month you may not make more than six transfers or withdraws from your Money Market. No more than three of these can be made by check or preauthorized draft. During any month you may not make more than five withdrawals from savings. Transfers to make payments on loans with us are not included in these limitations. If you exceed the number of transfers or withdrawals permitted, you may be subject to fees and your account may be subject to closure. If you request a check in the amount of \$3,000.00 or more we will request a second verification prior to mailing.

**LIABILITY FOR UNAUTHORIZED TRANSFER:**

Tell us at once and change your password or PIN number immediately if you believe your password or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money available in your accounts. If you believe your password or PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you could lose no more than \$50.00 if someone uses your password or PIN without your permission. If you do not tell us within two business days after you learn of the loss or theft and we can prove we could have stopped someone from using your password or PIN without your permission had you told us in time, you could lose as much as \$500. Also if your statement shows transfers 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 any money back that you lost after the 60 day period if we can prove we could have prevented the loss had you told us in time. If a good reason such as a long trip or hospital stay kept you from telling us, we may, at our option, extend the time period. This is our telephone number and address to notify us of unauthorized transfers:

254-776-9333 or 1-800-780-7101

P. O. Box 21809

Waco, Texas 76702-1809

**LIABILITY FOR FAILURE TO TRANSFER:**

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 can be liable for your losses or damages. However, there are some exceptions. We will not be liable if 1) you do not obtain a "successful transaction" confirmation at the time you initiate a transfer or payment or 2) if, through no fault of ours, you do not have enough money in your account to make the transfer or payment or 3) if the transfer would exceed any established credit limit or 4) if the service, your equipment, software, or any communication link is not working properly, or 5) if circumstances beyond our control (such as flood or fire) prevent the transfer, despite reasonable precautions that we have taken, or 6) if there are other exceptions stated in the agreement, as well as reasonable exceptions not stated herein.

**SUSPENSION OF THE SERVICES:**

If you fail to uphold any part of the agreement, and your failure in whole or in part, results in an improper payment that we are unable to recover by debit or charge back to your account, or if a transaction results in an overdraft in your account and your account remains overdrawn for a period of seven days, you agree that we may suspend your access to the service. You agree that the interest will be chargeable on the unpaid balance thereafter. You agree to pay such interest at a rate not to exceed the highest rate allowable by law until paid in full.

**ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES:**

1) You agree to be bound by the terms and conditions set forth in any brochure, application or users guide issued to you, as well as all state and federal laws and regulations. 2) We reserve the right to terminate your use of the service in whole or in part at any time without prior notice. 3) If you wish to cancel your subscription to the service, you must notify FCCU in writing. You will still be responsible for all payments you have requested prior to cancellation and for all other related charges, fees and taxes. Be sure to cancel

all outstanding payment orders before you notify us to cancel these services. We will not be liable for payments not cancelled or which were made due to lack of proper notification. 4) We may change these Terms, Conditions and Disclosures, servicing agents, fees and charges, at any time subject to notification of such change when required by applicable law. Your use of the services following disclosure of such changes constitutes acceptance. 5) Everything in our agreements with you shall be governed by and construed in accordance with the laws of the State of Texas, to the extent not preempted by federal law.

**ERROR RESOLUTION:**

In case of errors or questions about your electronic transfers: call us right away at: 254-776-9333 or 1-800-780-7101. Or, write to us at FCCU, P. O. Box 21809, Waco, TX. 76702-1809. Do so as soon as you can if you think there has been an error or your statement is wrong or if you need more information about a transfer. We must hear from you no later than 60 days after we send you the first statement on which the problem appeared. Tell us: 1) your name and account number; 2) describe the error or the transfer you are unsure of and tell us why you believe there is an error or why you need more information; 3) tell us the dollar amount of the suspected error; and 4) if you tell us orally, we may require that you send us your complaint in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error and you will have use of the money during the time it takes us to complete our investigation. If we ask you to put the complaint in writing and get it to us within 10 business days and you fail to do so, we may not re-credit your account. Finally, 5) if we decide there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents we used in our decision.