

# **Online Banking Terms and Conditions**

## **Account Access Agreement & Disclosure Statement**

Estacado Federal Credit Union

Revised 10/01/20

**This Agreement establishes the rules that cover your electronic access to your account(s) at Estacado Federal Credit Union (“Credit Union”) through the Online Banking system. You will be bound by this Agreement when you enroll in Online Banking. You also accept all the terms and conditions of this Agreement by using the Online Banking. Please read it carefully and retain for your records.**

This Agreement is also subject to applicable federal laws and the laws of the State of New Mexico (except to the extent this Agreement can and does vary from such rules or laws). If any provisions of this Agreement are found unenforceable or invalid, all remaining provisions will continue in full force and effect. The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party or any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Credit Union’s successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement. This Agreement, together with the Membership and Account Agreement constitutes the entire agreement between you and the Credit Union with respect to the subject matter hereof and there is no understanding or agreements relative hereto which are not fully expressed herein.

The words “you”, “your”, and “yours” refer to the Estacado Federal Credit Union member(s) jointly and severally. The words “we”, “us”, “our”, “EFCU” and “Credit Union” refer to Estacado Federal Credit Union. This Agreement and Disclosure Statement (hereinafter “Agreement”) explains and describes the types of Electronic Funds Transfers that are available to you with our Online Banking system. This Agreement also contains your rights and responsibilities concerning transactions that you make through the Online Banking, including your rights under the Electronic Funds Transfer Act.

To qualify for access to the Online Banking, you must be a Credit Union member in good standing. The Online Banking may not be accessible to Business and Organizational accounts. Other conditions may apply.

## **ENROLLING FOR ONLINE BANKING**

The member account number and the last four digits of the Social Security Number are required for initial enrollment to Online Banking.

- Users will create a Logon ID and Security Code.
- Logon IDs can be between 6 and 50 alpha numeric characters.
- Security Codes must be between 8 and 16 alpha-numeric characters. A minimum of 1 numeric, 1 alpha character and 1 Symbol are required.
- You accept responsibility for periodically changing your Logon ID and protecting the integrity of the Logon ID to protect unauthorized transactions and account access. You agree not to disclose or otherwise make your Logon ID and Security Code available to anyone not authorized to sign on your accounts. If you authorize anyone to use Logon ID and Security Code, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of the Logon ID and Security Code and the Credit Union suffers a loss, we may terminate Online Banking immediately.

### **1. ONLINE BANKING.**

You may reach the Online Banking at <http://www.estacadofcu.com/>. You can use Online Banking 7 days a week, 24 hours a day, 365 days a year, although some or all of the Online Banking services may not be available occasionally due to emergency or scheduled system maintenance. The use of your Logon ID is required to access Online Banking. You can perform the following transactions on ALL ACCOUNT(S) TO WHICH YOU ARE AUTHORIZED AND HAVE BEEN GIVEN ACCESS TO:

- Obtain balances and other information on your accounts including savings, checking, share certificates, IRAs, and loans. Online Banking does not support information regarding Visa® credit card accounts.
- Make transfers between savings, checking, and loan accounts.
- Review up to 180 days of share/savings history, 90 days of checking history, 18 months of certificate history, and closed end loan history for the life of the loan. Additional history may be available.
- Make transfers from your share accounts to other share accounts that you share an association and have authorization for transfer.
- View check copies and re-order checks.

### **2. LIMITATIONS ON TRANSFERS.**

Federal regulations limit transfers for savings accounts and money market accounts, if applicable. During any statement period, you may not make more than six withdrawals or transfers to another EFCU account of yours or to a third party by means of a pre-authorized or automatic transfer. This includes transfers by phone, fax, wire and cable,

audio response, overdraft transfers to checking and Internet instruction. A pre-authorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearinghouse (ACH). If you exceed the transfer limitations set forth above in any statement period, the transfer may not be completed, your regular share account and draft account may be subject to a fee, account closure, or suspension or we may revoke your access to Online Banking. We will not be required to complete a withdrawal or transfer from your account(s) if you do not have enough money in the designated account(s) to cover the transaction; however, we may complete the transaction. You agree not to use Online Banking to initiate a transaction that would cause the balance in your designated account(s) to go below zero. If you have a line-of-credit, you agree not to use Online Banking to initiate a transaction that would cause the outstanding balance of your line-of-credit to go above your credit limit. We will not be required to complete such a transaction, but if we do, you agree to pay us the excess amount or improperly withdrawn amount or transferred amount immediately upon our request. We also will refuse to complete your Online Banking transactions if we have canceled your Online Banking access, or we cannot complete the transaction for security reasons.

The functions and limitations of Online Banking may be updated, without notice, at the option of the Credit Union in order to provide improved service to the membership.

### **3. FEES FOR ONLINE BANKING (See Fee Schedule).**

Currently there is no monthly service fee for using Online Banking; however, we may implement a fee as required by applicable federal and/or state regulations and in such case, we will notify you as soon as practicable. If at that time, you choose to discontinue using Online Banking, you must notify us in writing.

### **4. ACCOUNT STATEMENTS.**

Your periodic statement will identify each electronic transaction. You will receive a monthly account statement for each month in which you initiate electronic transactions. In any event, you will receive a statement at least quarterly.

### **5. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.**

In case of errors or questions about electronic transfers, telephone us at the number below, E-mail us at [contactus@estacadofcu.com](mailto:contactus@estacadofcu.com), or send us a written notice to the address below as soon as possible. We must hear from you no later than 60 days after we sent the first statement on which the problem appears.

Estacado Federal Credit Union  
Attention: Online Banking  
2220 North Dal Paso Street

Hobbs, NM 88240  
575-393-1596

- Tell us your name and member/account number.
- Describe the error or the electronic 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.
- 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 10 business days. We will notify you with the results of our investigation within 10 business days (20 business days if your complaint or question involves a transaction to or from an account within 30 days after the first deposit to the account was made) after we hear from you. We will correct any error promptly. If we need more time, we may take up to 45 days (90 days if your complaint or question involves a point of sale transaction to or from an account within 30 days after the first deposit to the account was made or if your complaint or question involves a transaction initiated outside the U.S. its possessions and territories) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 days if the complaint or error involves a transaction to or from an account within 30 days after the first deposit to the account was made) 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 questions in writing and we do not receive it within 10 business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may request copies of the documents we used in our investigation.

## **6. LIABILITY FOR UNAUTHORIZED TRANSACTIONS.**

You will be liable for unauthorized access to accounts via Online Banking to the extent allowed by applicable federal and state law. You must tell us AT ONCE if you believe your Member number, or Logon ID, or any record thereof, has been lost or stolen, or if any of your accounts have been accessed without your authority. You may telephone us at 575-393-1596, E-mail us at [contactus@estacadofcu.com](mailto:contactus@estacadofcu.com) or mail to Estacado Federal Credit Union, Attention: Online Banking, 2220 North Dal Paso Street, Hobbs NM 88240. Telephoning is the best way of minimizing your liability. You could lose all the money in your accounts, plus your maximum overdraft line-of-credit. If you tell us within two (2) business days of the loss, theft, or unauthorized access, you can lose no more than \$50 if someone accessed your account without your permission. If you do NOT tell us within two (2) business days after you learn of the loss, theft or unauthorized access, and we can prove we could have stopped someone from accessing your account without permission if you had notified us, you could lose as much as \$500.

Further, if your statement shows transfers that you did not make, you must tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not receive any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

## **7. TRANSACTIONS THAT ARE NOT COMPLETED.**

If we fail to complete a transfer to or from your designated account(s) on time and in the correct amount, and we have agreed to perform such transfer(s) (with certain exceptions), we may be liable for your losses or damages. Section 3 of this Agreement lists a number of situations in which we do not agree to complete withdrawals or transfers. We also will not be liable:

- If we have terminated this Agreement.
- If through no fault of ours, you do not have enough money in your account(s) to make the transfer.
- A legal order directs us to prohibit withdrawals from the account(s).
- The funds in your designated account(s) are subject to legal process or other encumbrance restricting the transaction.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction from being completed despite reasonable precautions we have taken.
- You have reported an unauthorized use of your Member Number and Password, reported it as stolen, or requested that we issue a new Password, and we have as a result refused to honor the original Password.
- If your account is closed, frozen, or funds are uncollected.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If the transfer would cause your balance to become negative or exceed the credit limit of an established line of credit loan.
- If any part of Online Banking is not working properly and you knew about the problem when you started the transactions.
- If other exceptions are introduced as provided by applicable law.

## **8. INFORMATION ABOUT YOUR DESIGNATED ACCOUNTS.**

You authorize us to obtain any information deemed necessary to process your request for access to Online Banking. Additionally, you agree that we will disclose information to third parties about your designated account(s) or the transactions you make:

- Where it is necessary for completing or documenting transactions or resolving errors involving transactions.
- In order to verify the existence and condition of your designated account(s).
- In order to comply with orders or subpoenas of government agencies or courts.

- If you give us written permission.
- OUR BUSINESS DAYS.

Our business days are Monday through Friday, other than legal banking holidays.

#### **10. PRE-AUTHORIZED PAYMENTS.**

You may not use Online Banking to enter into pre-authorized payment arrangements

#### **11. OUR RULES AND REGULATIONS AND OTHER AGREEMENTS.**

Your designated account(s) may also be governed by other agreements between you and us. The terms and conditions of the deposit agreements and disclosures for each of your Credit Union account(s) as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

#### **12. EVIDENCE.**

If we go to court for any reason, we can use a copy, microfilm, microfiche, or photograph of any document or person to prove what you owe or that a transaction has taken place and the copy, microfilm, microfiche, or photograph will have the same validity as the original.

#### **13. TERMINATING THIS AGREEMENT.**

You can terminate this Agreement at any time by notifying us in writing and by discontinuing the use of your Logon ID. We can also terminate this Agreement and revoke access to Online Banking at any time. Whether you terminate the Agreement, or we terminate the Agreement, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Logon ID after this Agreement has been terminated.

#### **14. CHANGING THIS AGREEMENT.**

We may change any term of the Agreement at any time. If the change results in increased fees for any services, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice of at least 21 days before the effective date of any such change, unless any immediate change is necessary to maintain the security of an account, or our electronic fund transfer system, or for any security reasons. We will post any required notice of change in terms on our web site, personal E-mail, or postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject system services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

**15. NOTICES.**

All notices from us will be effective when we have mailed them or delivered them to the last known address in the Credit Union's records. Notices from you will generally be effective once we receive them at Estacado Federal Credit Union, Attention: Online Banking, 2220 North Dal Paso Street, Hobbs, NM 88240. Notices under Section 6 will be effective once you have done whatever is reasonably necessary to give us the information we need, such as by telephoning us.

**16. ENFORCEMENT.**

You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgement collection actions.

**17. GOVERNING LAW.**

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, and the laws and regulations of the state of New Mexico. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.