

## **Financial Resources Federal Credit Union Online Banking & Bill Pay Terms & Conditions Agreement**

**Please carefully read this entire agreement and print a copy for your records. This Agreement explains the Terms and Conditions governing the Financial Resources Federal Credit Union's Online Banking services.**

### **DEFINITIONS**

This Agreement states the terms and conditions that apply when you use Online Banking, hereafter referred to as "Online Banking" and Bill Payment Service. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you may obtain from us. These terms apply whenever you use Online Banking to conduct transactions or access an account.

The words "we", "our", "Credit Union" and "us" refer to Financial Resources Federal Credit Union. The words "you" and "your" mean each person who uses the Online Banking service with us or who is authorized to use an Online Banking User Identification and password or other means of access we establish or approve.

The term "Online Banking" or "Internet Banking" means our service that allows you to make payments, transfer funds, access accounts, obtain information, and perform transactions over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

### **LIABILITY**

The terms and conditions in this Agreement are in addition to any deposit account agreement or other agreement you have with us relating to your accounts, including any disclosures made pursuant to applicable laws and regulations governing such agreements (together, "Account Information" – you can request an additional copy of these disclosures at any time). When you use Online Banking and/or Online Banking Bill Pay or you permit any other person or other entity to use Online Banking and/or Online Banking Bill Pay, you agree to the terms and conditions we have set out in this agreement and any instructional material, which we provide you regarding our online services. Your use of the services may be made by use of certain numbers, codes, marks, signs, public keys or other means of establishing your identity and acceptance of the electronic communications which are acceptable to us. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

---

### **SOFTWARE Requirements**

We support the two (2) most recent versions of the following browsers:

- Microsoft Edge
- Firefox
- Google Chrome
- Safari

The Credit Union is not responsible or liable for the performance or operation of the equipment, hardware, software, Internet provider, Internet browser, or any part of them. We are not responsible for any error or failures from any malfunction of your Computer or any software, and we are not responsible for any computer virus or related problems that may be associated with the use of an online system. We may, at our discretion and without prior notification to you, enter into an agreement to have another third party provide online services.

---

### **ELIGIBILITY**

Accounts eligible for online access include savings accounts, checking accounts, money market accounts, certificate accounts, line of credit accounts, loan accounts, and individual retirement accounts.

You may add any account for which you are authorized by notifying the Credit Union or visiting any Credit Union Branch. If you close or delete all accounts designated for Online Banking, you will no longer be able to use Financial Resources Federal Credit Union's Online Banking.

---

## **ENROLLMENT FOR ONLINE BANKING**

Your privacy and security are very important to us. To enroll, you will need the information listed below. This information is personal to you, but will be verified when your application is reviewed against our files.

Application Information Requested:

- Name
  - Date of Birth
  - Address
  - Mother's Maiden Name
  - Home Telephone Number
  - Social Security Number
  - Email Address
- 

## **ACCOUNT ACCESS**

You may use Online Banking to perform any of the following services designated by you in the application or subsequently added by you as provided below:

- View eligible account information.
- View current balances.
- View account history.
- Transfer funds between your eligible accounts.
- View copies of checks online.
- Download account information.
- Pay your bills online (subject to application approval).
- Check Withdrawals

## **SECURITY**

During your enrollment for Online Banking, you are required to select a User ID and Password. You agree that the use of a User ID and Password is a commercially reasonable security procedure to verify the authenticity of any instruction, transfer, payment order or other transaction relating to any account of yours ("Transaction"), delivered to us via computer. You authorize us to act upon and you agree to be bound by, any transaction, whether or not authorized, issued in your name and accepted by us in compliance with this security procedure without further verification or inquiry. You acknowledge that this security procedure is not designed to detect errors in your payment instructions.

You may change your Password at any time. You agree to keep the Password confidential (in a secure location and separate from your access device) to prevent unauthorized use of Online Banking services.

Your Password or access to Online Banking services may be revoked or canceled by us at any time without giving you prior notice to assist us in maintaining the security of your accounts. The Password is used to identify you as an authorized user of Online Banking services, and we are entitled to act on any instructions we receive under your Password. You therefore agree to notify us immediately if the secrecy of your Password is compromised and you also agree not to reveal your Password to any person not authorized by you to use your Online Banking services. If you believe that the secrecy of your Password has been compromised, you should call us immediately at 1-800-933-3280 (toll free).

Account Aggregators/Consolidation Sites/Screen Scrapers are Internet sites that provide the ability to collect on one integrated website key information about you, such as Credit Union balances. You will be asked to provide personal finance information, such as your User ID and Password for Online Banking.

- You should never provide this information to a site that you do not recognize and fully trust.
- We are not liable for any transactions that you initiate through such a site or that are initiated through such a site using your password. All transactions initiated, using access information you provide, are considered to be authorized by you, whether or not you were aware of the specific transaction.

## LIMITS ON INTERNET BANKING TRANSACTIONS

- You must have enough available money or credit in any account from which you instruct us to make a payment or transfer. If any of your eligible accounts are savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited. Financial Resources requires that an Account holder make no more than six (6) transfers or withdrawals during any statement cycle. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone transfers. If you have a Money Market account, a total of only 3 of these kinds of withdrawals may be made by check, draft, debit card, or similar order payable to third parties.
- Account balances may differ from your records due to deposits, outstanding checks or other withdrawals, payments, or charges in process. If you have further questions, please contact our Member Service Center at 800-933-3280.
- The Credit Union will not immediately receive E-mail that you send. Therefore, you should not rely on E-mail if you need to communicate with the Credit Union immediately. For example, if you need to report an unauthorized transaction from one of your accounts you should contact the Credit Union immediately. The Credit Union will not take actions based on your E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act.

**Please Note:** E-mail is not a secure method of communication over the Internet. We recommend that you do not include any pertinent information (like your account number or social security number) in your E-mail.

---

## INTERNET BILL PAY (Subject to Application Approval)

Online Banking Bill Pay requires an additional enrollment application that is accessed within Online Banking. Select the Bill Pay icon and instructions will appear. After your enrollment is submitted, you will receive:

- A confirmation email that your enrollment application was received
- A confirmation email that the service is available for use

To subscribe to Bill Pay, you must have an eligible Credit Union Checking Account in good standing. If you subscribe to this service, you may use Bill Pay to make payments from your designated Credit Union Checking Account - the "Payment Account".

To pay bills using Bill Pay, you must use your computer to authorize a payment from a Payment Account. After your instruction is received, payment will be made either by transferring funds electronically from a Payment Account to the person or business you are paying ("Payee"), or by preparing a check from a Payment Account payable to the Payee and sending the check to the Payee.

Using Bill Pay, you can only pay payees with United States addresses. While most payments can be made using Bill Pay, the Credit Union reserves the right to refuse to pay certain payees. You agree not to use Online Banking to pay Payees to whom you are obligated for tax payments or payments made pursuant to court orders or fines.

Bill payments are processed on business days, which include Monday - Saturday. No payments are processed on Sundays or Federal holidays.

You may use Bill Pay to authorize a single, one-time payment or automatic recurring payments to pay your recurring bills. Recurring payments must be for the same amount each month and will typically be paid on the same calendar day of each month. If the date of a scheduled recurring payment falls on a Sunday, the bill payment will be processed on the day before - Saturday. If the date of a scheduled recurring payment falls on a holiday, the bill payment will be processed on the business day prior to the holiday date. Please note that although bill payments can be set up during the weekend, the first day that you may schedule a payment (single payment or the first of a recurring payment) is the first business day following the weekend (excluding holidays that may fall on a weekday).

When you have entered and transmitted a payment instruction, you authorize the Credit Union to reduce the Payment Account accordingly. If there are insufficient funds in the Payment Account to make payments you have authorized, the Credit Union may either refuse or pay the item or it may make the payment and thereby overdraw the Payment Account. In either event, you are responsible for any non-sufficient funds (NSF) or overdraft charge the Credit Union may impose, as stated in the Deposit Agreements. The Credit Union reserves the right to refuse to honor payment requests that reasonably appear to the Credit Union to be fraudulent or erroneous.

You may make individual bill payments, up to the amount of the available balance in your account. For security reasons, we reserve the right to limit the frequency and dollar amount of transactions from your accounts.

---

### **SCHEDULING PAYMENTS**

When using Bill Pay, you should enter and transmit your bill payment instructions at least five (5) business days before a bill is due. It is your responsibility to authorize your bill payments in such a manner that your bills may be paid on time. You are responsible for any late payment or finance charges that may be imposed as a result of your failure to transmit payment instructions at least five (5) business days in advance.

---

### **CANCELING FUTURE BILL PAYMENTS OR TRANSFERS**

If you have scheduled an instruction to make a future bill payment or transfer, you may cancel the bill payment or transfer by logging into Online Banking three days prior to the business day on which the payment or transfer is to be made

---

### **CANCELING FUTURE RECURRING BILL PAYMENTS OR TRANSFERS**

If you have scheduled an instruction to make future recurring bill payments or transfers, you may cancel the entire transaction or skip the next scheduled bill payment or transfer prior by logging on to Online Banking three days prior to the business day on which the payment or transfer is scheduled to be made.

---

### **LIABILITY FOR FAILURE TO CANCEL FUTURE BILL PAYMENTS AND TRANSFERS OR RECURRING BILL PAYMENTS AND TRANSFERS.**

If you have followed the instructions described above and we fail to cancel the payments or transfers, we will be liable for your losses or damages. We are not responsible for any indirect, incidental, special or consequential damages if our failure was not intentional and resulted from a bona fide error, notwithstanding our procedures to avoid such error.

---

### **STOP PAYMENTS**

**Regular Payments.** If you wish to stop payment on a Bill Pay payment you previously authorized and it is too late to cancel the payment as previously described, you should follow the instructions in your

applicable Deposit Agreement. For information, contact our Member Service Center at 1-800-933-3280.

**Automatic Recurring Payments.** If you wish to stop payment on an automatic recurring payment you previously authorized, you should follow the procedures for canceling payments above. If it is too late to cancel the next automatic recurring payment, you should contact the Credit Union immediately to stop payment. The Credit Union must receive your request at least three (3) business days before the next payment is scheduled to be made.

We will not research any disputed Bill Payment until ten (10) business days after the funds have been withdrawn from your Payment Account.

---

#### **INACTIVITY**

If you do not log on or have outstanding scheduled bill payments or transfers through Online Banking or Online Banking Bill Pay for 180 days, we may cancel your Service without further notice.

---

#### **ADDITIONAL SERVICES**

We may, from time to time, make additional services available through Online Banking. We will notify you of the availability and terms of these new services. By using these additional services when they become available, you agree to be bound by this Agreement and any additional instructions, procedures, and terms provided to you with respect to each of these new services.

---

#### **FEES FOR ONLINE BANKING & ONLINE BANKING BILL PAY**

For fees associated with Online Banking and BillPay, please visit our [Fee Schedule](#).

---

#### **ALTERATIONS AND AMENDMENTS WITH REGARD TO THIS AGREEMENT**

These Terms and Conditions are the legal binding Agreement between you and Financial Resources Federal Credit Union. You will be agreeing to the current provisions of these Terms and Conditions (including any new services made available) each time you access Online Banking. These Terms and Conditions may have been altered or amended from the last time you accessed Online Banking. Please be sure to read it each time you access Online Banking to be certain you still agree with its provisions. Your use of Online Banking after any changes to these Terms and Conditions will constitute your agreement to such change(s).

---

#### **ERROR RESOLUTION**

In case of errors or questions about your Online Banking transactions, please call the Member Service telephone number at 1-800-933-3280 (toll free).

---

#### **CONSUMER ACCOUNTS**

(The following applies to Consumer Accounts only.)

If you think your statement is wrong or if you need more information about a transaction listed on the statement, the Credit Union must hear from you no later than 60 days after it sends or delivers to you the FIRST statement on which the problem or error appeared. If you requested more information about a problem or error, the Credit Union must hear from you within 60 days after it sends or delivers that information to you.

- Tell us your name and account number(s).

- Describe the suspected error or the nature of the problem, or describe what information you need.
- Tell us the dollar amount of the suspected error.

If you tell the Credit Union orally, we may require that you send in your complaint or question in writing within 10 business days. The Credit Union will tell you the results of its investigation within 10 business days after we hear from you and will correct any error promptly. If the Credit Union needs more time, however, it may take up to 45 days to investigate your complaint or question, in which case, the Credit Union will re-credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes the Credit Union to complete its investigation. If the Credit Union asks you to put your complaint or question in writing and does not receive it within 10 business days, the Credit Union may not re-credit your account.

If the Credit Union decides that there was no error, it will send you a written explanation within 3 business days after it finishes its investigation. You may ask for copies of the documents that the Credit Union used in its investigation.

Financial Resources Federal Credit Union  
Deposit Operations  
520 US Highway 22 East  
Bridgewater, NJ 08807

---

#### **TERMINATION**

To terminate the Online Banking service, please send written authorization at the address shown above or visit a Financial Resources Federal Credit Union branch.

---

#### **ELECTRONIC FUNDS TRANSFER (REGULATION E) DISCLOSURE STATEMENT**

As a consumer who uses electronic fund transfers (EFT) services, you have certain rights and responsibilities, which are defined by the Electronic Fund Transfer Act (15 U.S.C. 1693, Et seq.) and Regulation E of the Federal Reserve Board.

---

#### **NOTE:**

When you enroll to use Online Banking or Online Banking Bill Pay via our online registration form, you will have the opportunity to review the above Terms and Conditions for these services. Before you can access account information, you will need to click on the "Accept" button to acknowledge that you have read and understand these Terms & Conditions and the Electronic Funds Transfer Disclosure, and you agree to be bound by their terms and any future amendments, which may be made from time to time.