

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Agreement and Disclosure is the contract that covers your and our rights and responsibilities concerning the Online Financial Services offered to you by Woodmen Federal Credit Union. The Online Financial Services permits you to electronically initiate account transactions involving your accounts and communicate with the Credit Union. In this Agreement, the words “you”, “your”, and “yours” mean those who request and use Online Financial Services, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words “we”, “us”, and “our” mean the Credit Union. The word “account” means any one or more accounts you have with the Credit Union. By requesting and using the Online Financial Services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

ONLINE FINANCIAL SERVICES

Account Access. If we approve your application for the Online Financial Services, you may use your personal computer to access your accounts. You must use your account number and your PIN to access your accounts. The Online Financial Services is accessible seven (7) days a week, twenty-four (24) hours a day. You will need a personal computer, a compatible browser, and access to the Internet (World Wide Web). You are responsible for the installation, maintenance, and operation of any software and your computer. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service, software installation, or your computer.

Types of Transactions. At the present time, you may use the Online Financial Services to:

- Transfer funds between your share draft, savings, and loan accounts.
- Transfer funds to accounts of other members you authorize for any of your accounts.
- Review account balance, transaction history, and tax information for any of your share draft, savings, or loan accounts.
- Request a withdrawal from any share draft or savings account by check mailed to you.
- Download your account information to financial management software programs, if applicable.
- Make bill payments to a person or business (payee), review bill payment history, and make scheduled bill payment changes.
- Conduct other transactions permitted by the Credit Union.
- Communicate with the Credit Union using electronic mail (“E-mail”) feature.

Transactions involving your deposit accounts, including stop payment requests, will be subject to the terms of your account agreement and transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable.

Service Limitations. The following limitations on Online Financial Services transactions may apply in using the services listed above:

- **Transfers.** You may make funds transfers to other accounts of yours as often as you like. However, transfers and bill payments from a savings account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under the Agreement or your deposit or loan 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 ATM transactions and our Funds Availability Policy.
- **E-Mail.** The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in the Liability for Unauthorized Access section.
- **Bill Payments.** You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either periodic and nonrecurring (i.e. payments on merchant charge accounts that vary in amount) (“periodic bill payments”) or automatic and recurring (i.e. fixed monthly mortgage payments) (“automatic bill payments”). When you transmit an automatic bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from the account you designate. We will process bill payment transfer requests only to those payees designated and authorized by you and for whom the Credit Union has the proper vendor code number. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous. The Credit Union will withdraw the designated funds from your account for the bill payment transfer by midnight on the date you schedule for payment. The Credit Union will process your bill payment transfer within one (1) business day on the date you schedule for payment.

It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions through the Online Financial Services at least six (6) days before the payment is due. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

You may cancel or stop payment of periodic and automatic bill payment instructions under certain circumstances. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a periodic or automatic bill payment you have already scheduled for transmission through Online Financial Services you may electronically edit or cancel your payment request through Online Financial Services. Your cancellation request must be entered and transmitted through Online Financial Services before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment. If you wish to place an oral stop payment on an automatic bill payment transaction not using Online Financial Services, the Credit Union must receive your oral stop payment request at least three (3) business days before the next payment is scheduled to be made. You may call the Credit Union at the telephone number set forth in the Liability for Unauthorized Access section to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days after the call and the Credit Union may charge a fee for each request. If you place an oral stop payment request at least three (3) business days before the payment is scheduled, and we fail to stop the payment, we will be liable for your actual losses or damages.

Security of Access Code. The personal identification number (PIN) or access code (“access code”) issued to you is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your Online Financial Services immediately.

Liability for Unauthorized Access. You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use the Online Financial Services or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code or accessed your accounts through Online Financial Services without your authorization. Telephoning us at **(402) 271-7285** is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose not more than fifty dollars (\$50.00) if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00). In any event your liability for unauthorized line of credit transactions through Online Financial Services is fifty dollars (\$50.00).

Also, if your statement shows Online Financial Service transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason, (i.e. a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that someone has used your access code or has transferred or may transfer money from your account without your permission, call the Credit Union.

Business Days. Our business days are Monday through Friday. Holidays are not included.

Fees and Charges. There are certain charges for Online Financial Services as set forth on the Credit Union’s Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement.

Periodic Statements. Transfers, withdrawals, and bill payments transacted through Online Financial Services will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Account Information Disclosure. We will disclose information to third parties about your account or the transfers that you make:

- As necessary to complete transfers and bill payments.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders.
- If you give us written permission.

Credit Union's Liability for Failure to Make Transfers. 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 and the instructions you transmit, we will be liable for your actual losses or damages. However, the Credit Union will not be liable:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, Internet access, or Credit Union user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or the Online Financial Services was not properly working and such problem was apparent when you attempted such transaction.
- If circumstances beyond our control (i.e. fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process, or other claim.
- If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can process a transfer or bill payment.
- If the error was caused by a system beyond the Credit Union's control, such as your Internet service provider.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- If the Credit Union makes a timely bill payment but the payee does not credit your payment promptly after receipt.
- If there are other exceptions as established by the Credit Union from time to time.

Termination of Online Financial Services. You agree that we may terminate this Agreement and your use of Online Financial Services if you or any authorized user of your account or access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or access code.

You or any other party to your account can terminate the Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of the service is subject to existing regulations governing your accounts and any future changes to those regulations.

Billing Errors. In case of errors or questions about your Online Financial Services transactions, telephone us at (402) 271-7285 or write us immediately.

We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.

- Describe the transaction you are unsure of 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 ten (10) calendar days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you give notice of error within thirty (30) days after you make the first deposit to your account; we will have twenty (20) business days instead of ten (10) business days. If you give notice of an error within thirty (30) days after you make the first deposit to your account, involving a point of sale transaction, or notice of an error involving a transaction initiated outside the United States or its territories; we will have ninety (90) days instead of forty-five (45) days to investigate.

Enforcement. 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. 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 applicable law, to payment by the other party of its reasonable attorney's fees and costs. These costs include fees on any appeal, bankruptcy proceedings, and any post-judgement collection actions, if applicable.

Governing Law. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the state where you opened your account and the Bylaws of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.