

# **ELECTRONIC SERVICES TERMS AND CONDITIONS**

Electronic Services provide by Genesee Valley Federal Credit Union enable you to do your banking from the comfort of your home or anywhere you choose. Genesee Valley Federal Credit Union currently offers Virtual Branch, Mobile Banking, E-Statements, and Bill Pay. Genesee Valley also offers E-Alerts (electronic notices and account alerts). All Electronic Services offered are subject to the Membership Account Agreement (Part 2), Truth in Savings Disclosure, Account Rate and Fee Disclosures, and any applicable Loan Agreements. Agreements and Disclosures are provided at the time the account or loan is opened. Copies are available upon request.

## **VIRTUAL BRANCH**

1. Virtual Branch is offered as a convenience to our membership. Virtual Branch allows you to access your account from your personal computer.
2. At the present time, you may use Virtual Branch to:
  - a. Transfer funds between your savings, checking, money market, and loan accounts.
  - b. Obtain account information related to your savings, checking, money market, and loans regarding current balance, history, interest, rates, etc.
  - c. Make loan payments from any savings or checking account to a loan account with the same ownership.
  - d. We reserve the right to limit transaction on any account and may change the limitations at any time.
3. You agree that you are responsible for the installation, maintenance, and operation of your computer and software. Genesee Valley Federal Credit Union will not be responsible for any errors or failures involving any internet service provider, your software installation or your computer.
4. You agree that your computer hardware and software must meet the minimum specifications and requirements. You agree that Genesee Valley Federal Credit Union is not responsible for your failure to meet the requirements.

## **MOBILE BANKING AGREEMENT AND DISCLOSURES.**

1. Mobile Banking is offered as a convenience and is a supplemental service to Genesee Valley Federal Credit Union (GVFCU) Virtual Branch services. It is not intended to replace access to GVFCU Virtual Branch services from your personal computer or other methods you may use for managing your account services with us. Mobile Banking allows you to access your account information, transfer funds, and/or conduct other banking transactions from your mobile device. To utilize our Mobile Banking services, you must be currently enrolled in our Virtual Branch product. We reserve the right to limit the types and number of accounts eligible for this service. We may offer additional Mobile Banking services and/or features in the future. Any additional Mobile Banking services and/or features will be governed by these terms and conditions and any other terms and conditions provided to you at the time that the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services that we offer without notice, except as required by law.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. Genesee Valley Federal Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of range” issues. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

2. You agree to accept responsibility for learning how to use Mobile Banking and how to properly use your devices. GVFCU will not be liable to you for any losses caused by your failure to properly use the service or device.
3. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with Genesee Valley Federal Credit Union except where expressly stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of, or integration with, Mobile 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. Accordingly, you agree to resolve any problems with your provider directly.

Any deposit account, loan or other banking product accessed through this service is also subject to the Membership Account Agreements (Part 1 & Part 2), Truth in Savings Disclosure, Electronic Funds Transfer Agreement and Disclosure, Online Banking Agreement, Account Rate and Fee Disclosures, and your Loan Agreements. You should review the account disclosures and fee disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

4. Permitted Mobile Banking transactions are subject to the terms and limitations disclosed in the Membership Terms and Agreements.
5. By enrolling for Mobile Banking or by using the service, you represent and agree to the following:
  - a. You represent that you are the legal owner of the account(s) and other financial information which may be accessed via Mobile Banking. You agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete. You agree to keep your account information up to date and accurate.
  - b. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your device unattended while logged into Mobile Banking and to log off immediately at the end of each session. You agree not to provide your user name, password or other access information to any unauthorized person(s). If you permit other persons to use your device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree to not use any personally identifiable information when creating shortcuts to your account. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.
  - c. Any financial service offered by Genesee Valley Federal Credit Union may be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at our discretion. You further agree, should illegal use occur, to

waive the right to sue Genesee Valley Federal Credit Union for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold Genesee Valley Federal Credit Union harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

- d. You agree that Mobile Banking is only for personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.
  - e. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Genesee Valley Federal Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney fees) cause by, or arising from, (i) third party claim, dispute, action, or allegation of infringement, misuse, or misappropriations based on information, data, files, or otherwise in connection with the service; (ii) your violation of any law or rights of third parties; or (iii) your use, or use by a third party, of Mobile Banking.
6. **Limitation of Liability.** You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for lost profits, goodwill, use, date or other losses resulting from use of the services, inability to use the services, or termination of the services, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Genesee Valley Federal Credit Union has been informed of the possibility thereof.
7. If we do not complete a transfer from or to your account(s) on time or in the correct amount, the liability for Genesee Valley Federal Credit Union is limited to any late fee(s) you may have incurred as a result of the failure to complete the transfer. In addition, GVFCU is not liable:
- a. If your smart phone, PC, GVFCU Virtual Branch, or Mobile Banking was not working properly and the equipment failure should have been apparent to you when you attempted to authorize the transaction.
  - b. If you have not properly followed the GVFCU Virtual Branch or Mobile Banking instructions or have provided us with any wrong or inaccurate information.
  - c. If, through no fault of ours, your account(s) does not contain enough money to make the transfer, the funds are subject to legal process or other encumbrances restricting such transfer, if the transfer would go over the credit limit on an overdraft line of credit you may have, or if circumstances beyond our control (such as fire or flood) prevent the transfer, and we have taken reasonable precautions to avoid such circumstances.
8. **Access to the Mobile Banking service** may be unavailable at certain times for the following reasons:
- a. **Scheduled maintenance.** There will be periods when systems require maintenance or upgrades.
  - b. **Unscheduled maintenance.** Service may be unavailable when unforeseen maintenance is necessary.
  - c. **System outages.** Major unforeseen events, including, but not limited to: earthquakes, fires, floods, random acts of nature, computer failures, interruption in telephone services, or electrical outages, which may cause system unavailability. Genesee Valley Federal Credit Union will make all reasonable efforts to ensure the availability of Mobile Banking. However, Genesee Valley Federal Credit Union is in no way liable for the unavailability of the Mobile Banking service or any consequential damages that may result.

## **E-STATEMENT TERMS AND CONDITIONS**

1. Genesee Valley Federal Credit Union (“we” or “us”) provides E-Statements (electronic statements) as a service to members 18 years and older. We will use information collected according to the terms below and those within the Membership Agreement and Disclosures (Part 1 & Part 2). Copies of these terms and conditions are available upon request.
2. By enrolling in E-Statements you attest that you are at least 18 years of age. You agree that Genesee Valley Federal Credit Union is not liable for any misrepresentations made by you.
3. By enrolling in E-Statement you are accepting these terms and conditions. You also authorize Genesee Valley Federal Credit Union to deliver your statements electronically. Once enrolled in E-Statements you will no longer receive paper statements.
4. You agree to promptly update your User Profile with your current email address. If the email address provided is not accurate due to negligence on your part, you agree not to hold Genesee Valley Federal Credit Union liable for sending your statement to such address.
5. You agree that you are responsible for the installation, maintenance, software, and operation of your computer or device. Genesee Valley Federal Credit Union will not be responsible for any errors or failures involving internet service providers, your software installation, or your computer/device.
6. You agree that it is your responsibility to examine every E-statement received and notify us of any and all unauthorized transactions, errors or irregularities as soon as possible. We may require you to confirm your notification in writing and assist us in addressing the transaction, error or problem. You are responsible for any altered, forged, unauthorized or unsigned check, draft or item drawn on your account if: (1) you do not notify us within thirty-one (31) calendar days of the mailing or electronic posting of the statement containing the notice of any altered, forged, unauthorized or unsigned check, draft or item, or (2) any check, draft or item where the alteration or forgery has occurred in such a manner that it would be undetectable by an ordinary person, which includes the unauthorized use of facsimile signatures. You assume this liability because you, as the owner of the account and drawer of the check, draft, or item are in best position detect any altered, forged, unauthorized signature or unsigned check, draft, or item drawn on your account. As explained in Provision 6 of the Membership Terms and Conditions (Part 2), you can determine an unauthorized amount because the amount on the statement does not match the amount you recorded on your check register. Similarly, you can detect a forged drawer’s signature on checks or counterfeit checks because there is a check number on your statement for a check that you did not write. Only you will know the checks, drafts or items that you have authorized as well as the amount you authorized, and can compare the information provided on your statement with your register or own records. You further agree that our retention of your checks, drafts, or items does not affect your responsibility to examine your statements and notify us of any and all unauthorized transactions, errors or irregularities within the time limits provided in this agreement or as otherwise required.
7. You agree that you are responsible for all transfers you authorize using your EFT services. If you permit other persons to use an EFT service, Card or PIN, 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 Account, Card or PIN and accessed your accounts without your authorization, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For MasterCard Debit Card purchase transaction, if you notify us of your lost or stolen card you will not be liable for any losses provided that you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions except electronic

check transactions, if you tell us within two (2) business days, you can lose no more than \$50.00 if someone accessed your account 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 EFT service, 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 \$500.00. In no event will you be liable for more than \$50.00 for unauthorized withdrawals from a line of credit account. Also, if your statement shows EFTs 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 or within sixty (60) days after the electronic statement was posted, 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 (such as a hospital stay) kept you from telling us, we will extend the time period. If you believe that someone has used your Card or PIN without your permission or you have lost your Card, call (585) 243-1500.

8. Signatures by Family Members, Employees, or People you know. In the event a family member, employee or person that you know writes a check drawn on your account payable to any person or entity, you authorize the signature, completion and payment of that check, and agree that you will address the matter to recover any loss for payment of the check with the family member, employee or person you know.

## **BILL PAY**

1. Bill Pay is a service that makes it simple and convenient to pay your monthly bills.
2. Genesee Valley Federal Credit Union's Bill Pay allows you to make payments to merchants, other institutions or individuals from your designated checking account using Virtual Branch. You can make one-time payments as well as recurring periodic payments.
3. You agree to hold Genesee Valley Federal Credit Union harmless if a bill payment cannot be made due to incomplete, incorrect, or outdated information provided by you.
4. You agree that you are responsible to update all payee and payment information.
5. Limitations:
  - a. Merchant must be located in the United States of America;
  - b. Payments may not be remitted to tax authorities or government and collection agencies;
  - c. Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities; and
  - d. Court direct payments are unauthorized (Alimony, child support, or other legal debts).
6. Fee. For a list of current fees please review the Fee Schedule.
7. Single Payments:
  - a. A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date.
  - b. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.
8. Recurring Payments:
  - a. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the

next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it will be processed on the first business day following the designated process date.

*Note: If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.*

9. For Single and Recurring Payments, **YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE**, for each bill payment to reach the Payee.
10. Any bill payment can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.
11. You agree to have funds available in the account you designated in amounts sufficient to pay for all bill payments requested, as well as any other payment obligation you have with Genesee Valley Federal Credit Union.
12. Genesee Valley Federal Credit Union reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with any terms of this agreement.
13. You agree that Genesee Valley Federal Credit Union, at its option, may charge any of your accounts with the credit union to cover such payment obligations.
14. Liability:
  - a. You are solely responsible for controlling the safekeeping of, and access to, your Personal Identification Number. You are liable for all transactions that you make or that you authorize another person to make even if that person exceeds his or her authority.
  - b. If you want to terminate another person's authority, you must notify Genesee Valley Federal Credit Union to change your Personal Identification Number and Login.
  - c. Genesee Valley Federal Credit Union is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
  - d. Genesee Valley Federal Credit Union is not liable for any act, failure to act or delay in acting if it is cause, in whole or in part, by any cause beyond the Credit Union's reasonable control.
15. Amendments and Terminations:
  - a. Genesee Valley Federal Credit Union has the right to change this Agreement at any time by notice mailed to you at your last known address, by posting notice in branches, or as otherwise permitted by law.
  - b. Genesee Valley Federal Credit Union has the right to terminate this Agreement at any time.
  - c. You may terminate this Agreement by written notice to the Credit Union. Genesee Valley Federal Credit Union is not responsible for any payments made before the Credit Union has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Genesee Valley Federal Credit Union on your behalf.
16. Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

## **E-ALERTS**

1. E-Alerts is a service that is offered to our members as a convenience. E-Alerts enable members to receive some notices from Genesee Valley Federal Credit relating to balance information or other issues with their account and to setup specific alerts they would like to receive electronically.
2. By signing up to receive E-Alerts, you acknowledge that you will be receiving the following notices electronically and that you understand that you will not receive a paper version:
  - a. Courtesy Pay Notice
  - b. Insufficient Funds Notice
  - c. Overdraft Transfer Notice
3. Available E-Alerts that can be setup by members are:
  - a. Sign-in Notifications
  - b. Transaction Tracking (deposits, withdrawals, etc.)
  - c. Check clearing
  - d. Loan Payment Due Notification
  - e. Loans Past Due Notification
4. By signing up to receive E-Alerts, you acknowledge that you are aware of and agree to abide by the following terms and conditions:
  - a. The E-Alert service allows you to request and receive email messages about your deposit and loan accounts.
  - b. We send alerts to you based upon the instruction you provide to us.
  - c. You hereby acknowledge and accept that each alert is sent to you without being encrypted and may include your name and information pertaining to your deposit and loan accounts.
  - d. You may elect to receive E-Alerts through a mobile device, an email account, or both. You agree that it is your responsibility to determine if you Mobile Service Provider or Internet Provider will charge any fees.
  - e. You acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your cellular phone service provider, internet service provider and/or other factors outside of Genesee Valley Federal Credit Union's control. We cannot guarantee the delivery of each alert.
  - f. You agree to hold Genesee Valley Federal Credit Union harmless for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part from
    - i. a non-delivery, delayed delivery, or the misdirected delivery of an alert;
    - ii. inaccurate or incomplete contents in an alert; or
    - iii. your reliance on or use of the information provided in an alert for any purpose.