

Omega Psi Phi Fraternity Federal Credit Union e*Br@nch Agreement and Disclosure

The following general provisions apply to all e*Br@nch Services, unless otherwise stated.

Definitions. In this Agreement, the following terms have the indicated meanings:

"Administrator" means the individual who will act on an OPFFFCU account as the primary contact with OPPFFCU and who is authorized to give OPPFFCU Instructions about all Eligible Accounts (and all means accessing each account (e.g., Share, Share Draft (Checking), Money Market)) and Authorized Users.

"Agreement" means this OPPFFCU e*Br@nch Agreement, including any addenda and riders, and also including any additional terms and conditions, which is available on the e*Br@nch platform, as they may be amended or modified from time to time.

"Business" means a corporation, partnership, limited liability company, or other organization or sole proprietor whose Eligible Accounts are used primarily for business and commercial purposes.

"Business Day" means Monday through Friday, excluding federal holidays. Reference to time shall be to Eastern Time.

"Customer" or "you," "your," or "yours" means each OPPFFCU Member who is an owner of an Eligible Account or other relationship that is accessible through the e*Br@nch and any member authorized to use a e*Br@nch Service.

"Damages" means any claim, suit, expense, loss, liability, or cost of any nature including, but not limited to, attorneys' fees and expenses.

"e*Br@nch Services" means the financial services and products and the functions available now or in the future to the member through online, mobile or any other digital channel that we may support now or in the future.

"Eligible Account" means each OPPFFCU share, share draft, money market or loan account and any other product or service the Member may maintain with us that is identified with Member's Social Security number or Taxpayer Identification Number and is accessible through the e*Br@nch Services.

"**OPPFFCU Home Banking services**" means the financial services and products, and the functions available now or in the future in standard online banking (e.g., the ability to view balances, make internal transfers, check image and statement view and the ability to pay OPPFFCU loans).

"We," "us," "our,", "credit union", "Omega Psi Phi Fraternity Federal Credit Union" and "OPPFFCU" mean OPPFFCU that holds Member's Eligible Account or other financial product or service that Member may access through the e*Br@nch Services.

"Website" or "Site" means any current or future Internet website that OPPFFCU makes available to you, and all related web pages or renderings, for offering the e*Br@nch Services.

This agreement is the contract that covers your and our rights and responsibilities concerning **<u>e*Br@nch</u>** services offered to you. The words you and yours mean those who complete **<u>e*Br@nch</u>** registration online. Omega Psi Phi Fraternity Federal Credit Union (OPPFFCU) is located at <u>3151 Snapfinger Parkway, Decatur, GA 30035</u>. The mailing address is <u>OPPFFCU c/o</u> <u>CAMO, 568 Liberty Hill Rd, Toccoa, GA 30577, phone number (762) 348-6808 or (800) 42-OMEGA</u>.

By completing the <u>e*Br@nch</u> online registration, you agree to the terms and conditions governing your and our rights and responsibilities concerning the <u>e*Br@nch</u> electronic funds transfer service. Electronic funds transfers (EFT) are electronically initiated transactions involving your deposit and loan accounts at OPPFFCU through your personal computer, mobile smart phone or tablet with enough internet connectivity to conduct these transactions online.

Requirements

- Be an OPPFFCU member in good standing
- Have a computer with internet access
- Have Web browser that supports at least 256-bit or higher encryption (such as Microsoft Internet Explorer; Firefox, Chrome, Safari)
- Agree to the terms and conditions of OPPFFCU's e*Br@nch Agreement and Disclosure

OPPFFCU is committed to providing the most secure Internet service. When you interact with OPPFFCU on this secure site, all the information is encrypted or encoded. Encryption is a procedure for turning plain text or other information into an unrecognizable pattern of data. We use 256-bit encryption, which is the strongest form of Web browser encryption commonly available for use on the Internet, and you must use a browser that supports 256-bit encryption to access your accounts.

You are responsible for the set-up and maintenance of your computer and Internet access. We are not responsible for any errors or failures from any malfunction of your computer or any virus or other problems related to the use of the Internet Banking Services.

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e*Br@nch Access

Upon approval of your application, you may access your accounts(s) from your personal computer. You are responsible for the installation, maintenance and operation of any software and your computer, mobile smart phone or tablet. OPPFFCU will not be responsible for any errors or failures involving any telephone service, internet service provider or software installation, or your computer, mobile smart phone or tablet. Availability of <u>e*Br@nch</u> is 24 hours per day, 7 days per week, 365 days per year **except** for those times when the system is unavailable due to back-up procedures or maintenance.

<u>e*Br@nch Services</u>

Account Information: You may review balances and transaction history on all account(s) and subaccount(s) existing under your username. The transaction history information may be limited to recent transactions involving your account.

Transfers: You may make transfers to your accounts or other accounts on which you are an authorized signer as often as you like, except for those accounts with transfer limitations as disclosed when you opened the account and any amendments to that disclosure. Transfers from share and club accounts to any checking accounts will be limited to a total of <u>six (6)</u> per month, including overdraft protection (if any) and telephone requests (Federal Regulation D). You may transfer up to the available balance in your account at the time of the transfer, except as limited under any other agreements. Transactions involving your account(s) will be subject to the terms of our Membership and Account Agreement.

<u>Apply for a Loan:</u> You may make application for a loan. You will be notified by email or telephone as to the disposition of your application.

<u>Request a Check:</u> Minimum check withdrawal is \$50. You may request a check withdrawal from any share, share draft/checking, money market or club account (excluding share certificates). A check will be issued payable to the member and all joint owners and will be mailed to the address on record at the credit union.

Email: Send communications directly to the credit union through the home banking secure network. However, the credit union may not immediately receive email request. Once we receive the email, the credit union will respond to your request within a reasonable amount of time to allow for any research your request requires. If you need to contact the credit union immediately regarding an unauthorized transaction or to place a stop payment request, you may call the credit union direct at (762) 348-6808 or (800) 420MEGA toll free.

<u>Password Changes:</u> You may select a new password for your account at any time. The credit union DOES NOT store your password or have access to it.

<u>Authorized Use of e*Br@nch:</u> Usernames and passwords are issued to primary and joint owners only.

However, primary members, with joint ownership on other accounts, will have access to those accounts.

<u>Username and Password:</u> Your username and password will be your <u>e*Br@nch</u> signature. You are responsible for safekeeping your username and password. You agree not to disclose or otherwise make your username and password available to anyone not authorized to sign on your account(s). If you fail to maintain the security of your server or your username and password and Omega Psi Phi Fraternity Federal Credit Union suffers a loss, we may terminate your <u>e*Br@nch</u> account services immediately. Revealing your username and password will grant access to those accounts by unauthorized individuals. Further, to ensure the security and integrity of your <u>e*Br@nch</u> account, we will return you to the login screen if no activity has occurred within ten (10) minutes.

Liability for Unauthorized Access: You are responsible for all transfers you authorize under this agreement. If you permit other persons to use your username and password, 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 username and password or accessed your account(s) through <u>e*Br@nch</u> without your authorization. Telephoning is the best way of keeping your possible losses to a minimum. If someone has accessed your account without your permission and you tell us within <u>two (2) business days</u>, you cannot lose more than <u>fifty dollars (\$50)</u>. If someone has accessed your account without your permission and you tell us within two (2) business days after you learn of the unauthorized access, and we can prove that we could have stopped the unauthorized access had you told us, you could lose as much as five hundred dollars (\$50).

If you do not tell us within sixty (60) days after a statement has been mailed to you or email notification is sent that your statement is ready for viewing, You may not be entitled to any refunds 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 a timely manner. If a good reason kept you for notifying us and you can document that reason, we may extend the time periods. If you believe that someone has compromised your user name and password or has made or may make unauthorized transfers from your account, call us at (762) 348-6808 or (800) 420MEGA. Also, immediately change your password.

Error Resolution: In case of errors or questions regarding your <u>e*Br@nch</u> account, call us at (762) 348-6808 or (800) 42-OMEGA or write to us at <u>OPPFFCU c/o CAMO</u>, 568 Liberty Hill Rd, <u>Toccoa, GA 30577</u>.

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than sixty (60) days after we sent the <u>*FIRST*</u> statement on which the problem or error appeared. We will need the following:

- Tell us your name and account number(s)
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is in 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 your complaint or question to be put in writing within ten (10) days. We will determine whether an error has occurred within ten $(10)^*$ business days after we hear from you and we will correct any error promptly. 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 credit your account within ten (10)* business days for the amount you think is in error so that you will have use of the money 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 an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.
- ** If you give notice of an error within 30 days after you make the first deposit to your account or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

<u>Fees and Charges:</u> Currently, there are no fees to use $\underline{e^*Br(a)nch}$. All standard fees set forth in your <u>Rate and Fee Schedule</u> on the website. We reserve the right to institute charges for $\underline{e^*Br(a)nch}$ account access or transactions in the future, but only after written notification to you at least 30 days in advance.

<u>STATEMENTS</u>: All of your <u>e*Br@nch</u> activity will appear on your regular account statement. The credit union will not provide separate documentation of this activity. You may print the confirmation of each transaction from your computer screen for your records.

<u>Account Information Disclosure:</u> We will disclose information to third parties about your account or the transfers you make as follows:

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

<u>Credit Union Liability for Failure to Make Transfers:</u> If we do not complete a transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance:

- If through no fault of ours you do not have enough funds in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit (if applicable).
- If you used the incorrect password or you have not followed any applicable instructions for making transfer transactions.
- If your computer fails or malfunctions or the **e*****Br@nch** service was not properly functioning and such problem should have been apparent when you attempted the transaction.

If circumstances beyond our control (e.g. fire, flood, telecommunication outages, strikes, equipment failure 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 in the event we receive conflicting information.

- If the error was caused by a system beyond the credit union's control such as telecommunication systems or internet service providers.
- Other exceptions as may be established by the credit union.

<u>Termination of Electronic Funds Transfer Services</u>: You agree that we may terminate this agreement and your electronic funds transfer services if you or any authorized user of your <u>e*Br@nch</u> services, or password breach of this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account(s) or password(s).

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

<u>e*Br@nch</u> services may be terminated to those members that cause a loss to the credit union.