

# **EZ MONEY MANAGER ONLINE BANKING AGREEMENT AND DISCLOSURE STATEMENT Erie Federal Credit Union**

This Agreement establishes the rules that cover your electronic access to your account(s) at Erie Federal Credit Union (“Credit Union”) through Online Banking. You will be bound by this Agreement when you enroll in EZ Money Manager Online Banking. You also accept all the terms and conditions of this Agreement by using EZ Money Manager 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 Pennsylvania (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 and all future amendments 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 Erie Federal Credit Union member(s) jointly and severally. The words “we”, “us”, “our”, and “Credit Union” refer to Erie Federal Credit Union. This Agreement and Disclosure Statement (hereinafter “Agreement”) explains and describes the types of Electronic Funds Transfers which are available to you with our EZ Money Manager Online Banking. This Agreement also contains your rights and responsibilities concerning transactions that you make through EZ Money Manager Online Banking, including your rights under the Electronic Funds Transfer Act. Anyone to whom you give your EZ Money Manager Online Banking identification number and password or other means of access will have full access to your accounts even if you attempt to limit that person’s authority. You are responsible to strictly establish and maintain procedures to safeguard against unauthorized transactions. You agree that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions provided by us.

To qualify for access to EZ Money Manager Online Banking, you must be a Credit Union member in good standing. Other conditions may apply.

## **ENROLLING FOR EZ MONEY MANAGER ONLINE BANKING**

Your member Account Number, Social Security Number, Date of Birth and Zip code are required for initial enrollment to EZ Money Manager Online Banking.

You will create a personalized Logon ID and Password.

Logon IDs can be between 8 and 20 alpha numeric characters.

Passwords must have a minimum of 8 to 20 characters. A minimum of 1 numeric and 1 special character 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. Granting access to your account via EZ Money Manager Online Banking to any non-owner will make you financially liable for all losses or misuse of your account(s).

## **ONLINE BANKING**

You may reach EZ Money Manager Online Banking at [www.eriefcu.org](http://www.eriefcu.org) or by downloading the App to your mobile device. You can use EZ Money Manager Online Banking 7 days a week, 24 hours a day, 365 days a year, although some or all of the EZ Money Manager 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 EZ Money Manager 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 account information on share/savings and draft/checking accounts in addition to share certificates, IRAs, and loans. Erie FCU MasterCard® credit card accounts.
- Make transfers between share/savings, draft/checking, and loan accounts.
- Review account history.
- Make transfers from your share accounts to other share accounts that you share an association. You must contact the credit union to setup this feature by stopping by an Erie FCU Branch Office.
- View check copies.
- Pay bills online using our Bill Pay service. You must enroll for Bill Pay
- View your statement electronically. You must enroll for Electronic Statements.

- Conduct any other transaction permitted by Erie Federal Credit Union

### **LIMITATIONS ON TRANSFERS**

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 EZ Money Manager Online Banking to initiate a transaction that would cause the balance in your designated account(s) to go below zero. 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 plus any fees incurred. We also will refuse to complete your EZ Money Manager Online Banking transactions if we have canceled your EZ Money Manager Online Banking access, or we cannot complete the transaction for security reasons.

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

### **FEES FOR ONLINE BANKING**

Currently, there is no monthly service fee for using EZ Money Manager Online Banking; however, we may implement a fee and as required by applicable federal and/or state regulations and in such case, we will notify you within the required timeframe. If at that time, you choose to discontinue using EZ Money Manager Online Banking, you must notify us in writing. EZ Money Manager Online Banking will be deactivated after six (6) months of inactivity.

### **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.

### **ACCOUNT STATEMENTS**

All accounts and loans within a single Credit Union Membership will be accessible immediately upon enrollment of that membership to EZ Money Manager, and thereafter, regardless of differences in ownership of individual deposit accounts within that membership, or differences to rights to loan advances on loans within that membership.

Other memberships, and the accounts within those additional memberships, may be "linked" to provide access. Written request by the account owner, as well as ownership of all accounts requested to be linked is required in order to provide access through a single login.

Users of EZ Money Manager Services will hold the Credit Union harmless for account transfers, loan advances or subsequent withdrawals after account transfers or loan advances where there is a difference in ownership between any accounts or loans linked.

### **ELECTRONIC MAIL (E-Mail)**

If you send the Credit Union an e-mail message, the Credit Union will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur. - NOTE: E-mail transmissions outside of the EZ Money Manager site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system

By providing Erie FCU with your E-mail address via EZ Money Manager for any reason you authorize the Credit Union to send you periodic informative and promotional messages that you have the ability to opt out of receiving at any time. A link to opt out of future emails is provided at the bottom of each message.

### **SECURITY**

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your PC unattended while you are in the Credit Union's EZ Money Manager Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.
- You agree not to disclose or otherwise make your password available to anyone not authorized by you to sign on all of your deposit accounts for withdrawals or all of your loan accounts for advances.

If you do authorize any other individual(s) to have or use your password, you understand that these person(s) may use the EZ Money Manager Service to review all of your account information and to perform transactions and that use of your password will have the same effect as your signature as to the authorization of all transactions, and that you are responsible for any transactions they authorize or conduct on any of your accounts.

If you believe your Password has been lost or stolen, please use the Password change feature immediately within the EZ Money Manager section of the Web site to change your Password.

If you suspect any fraudulent activity on your account, call the Credit Union immediately at (800)480-0494 or (814) 825-2436 between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday or Saturday 9:00 a.m. to 1 p.m.

### **ONLINE BILL PAY SERVICES**

Erie FCU provides Bill Pay Services in connection with EZ Money Manager Services. An additional disclosure is provided regarding the use of Bill Pay. The disclosure is presented upon initial log-in for the Online Bill Pay services. Members interested in the service should read the disclosure before enrollment or use.

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

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

(814) 825-2436

Toll Free: (800) 480-0494

Erie Federal Credit Union

3503 Peach St.

Erie, PA 16508-2741

- Tell us your name and member 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 transaction to or from an account within 30 days after the first deposit to the account was made or is a POS debit card or foreign initiated transaction) 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 3 business days after we finish our investigation. You may request copies of the documents we used in our investigation.

### **LIABILITY FOR UNAUTHORIZED TRANSACTIONS**

You will be liable for unauthorized access to accounts via EZ Money Manager Online Account Access 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 send a Secure Message through EZ Money Manager, telephone us at 814-825-2436 or 800-480-0494 or mail to Erie Federal Credit Union Attention: Account Services 3503 Peach Street, Erie, PA 16508-2741. Telephoning is the best way of minimizing your liability. You could lose all the money in your accounts. 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.

### **TRANSACTIONS THAT ARE NOT COMPLETED**

If we fail to complete a transfer to or from your designated account(s) on time, in the correct amount, and we have agreed to perform it, with certain exceptions, we will be liable for your losses or damages. 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.
- If your loan(s) at the credit union are past due.
- 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 but not limited to, computer, telephone or electrical failure, acts of nature, fire, flood or other such circumstances, or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.
- 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.
- If any part of EZ Money Manager Online Banking is not working properly and you knew about the problem when you started the transactions.
- There may be other exceptions as provided by applicable law.

### **INFORMATION ABOUT YOUR DESIGNATED ACCOUNTS**

You authorize us to obtain any information deemed necessary to process your request for access to EZ Money Manager 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 Saturday, other than legal banking holidays.

### **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.

### **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.

### **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 EZ Money Manager 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.

### **CHANGING THIS AGREEMENT**

We may change any term of the Agreement at any time. If the change would result in increased fees, if applicable, 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 forty-five (45) 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 in the periodic newsletter, on our web site, 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 may 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. The Credit Union reserves the right to terminate your access to EZ Money Manager Online Banking if you fail to adhere to these rules or abuse any of these services or your Credit Union account.

### **NOTICES AND COMMUNICATIONS**

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 Erie Federal Credit Union, 3503 Peach Street, Erie, PA 16508-2741. You agree to notify us promptly of any change in your mailing address, email address or telephone number.

### **INDEMNIFICATION**

You acknowledge and agree that you are personally responsible for your conduct while using EZ Money Manager and agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind, (including attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of EZ Money Manager or your violation of this Agreement or the rights of any third party.

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an EZ Money Manager or Bill Pay account.

The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

**IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.**