

WBVFCU@Home Service Agreement

Welcome to WBVFCU@Home. Under the federal Electronic Fund Transfer Act and the Federal Reserve Board's Regulation E, you are entitled to receive certain disclosures. The Regulation provides that if you agree, the required initial disclosures may be delivered to you electronically. These disclosures have been integrated into the body of our WBVFCU@Home Service Agreement. They appear in bold type, to make it easier for you to identify them. You should print a copy of it, read it carefully, and retain it in your possession. Under the terms of the Agreement, you are not committed to it until you use WBVFCU@Home.

This agreement covers any and all accounts associated with the member's ID.

West Branch Valley Federal Credit Union, herein referred to as WBVFCU, is making available to its members WBVFCU@Home, an online banking service, hereinafter referred to as Service, and defined in paragraph 1 herein. This WBVFCU@Home Service Agreement, herein referred to as Service Agreement, governs use of the Service by members of WBVFCU. WBVFCU and any agent, independent contractor, designee, or assignee that it, at its sole discretion, involves in the provision of service shall hereinafter be referred to as we, us, or our. A credit union member who agrees to use the Service will hereinafter be referred to as you or your.

1. **Definitions.** As used in this Service Agreement, Account(s) refers to your checking, savings, savings clubs, share certificates, or loans, you have with WBVFCU, some of which may not be eligible for electronic transfers using the Service; Agreement refers to the Member Services Agreement containing the terms and conditions governing your Account(s); Billing Account means the account you have designated to be charged for all fees and charges, if any, associated with the Services.

2. **Electronic Delivery.** You agree to receive this Service Agreement electronically, which includes initial disclosures required under federal law and regulations. The required disclosures appear in bold type. You should print a copy of this Service Agreement, read it carefully, and retain it in your records.

3. **Applicability, Effective Date.** This Service Agreement governs your use of the Service for consumer purposes, and becomes effective upon your first use of the Service.

4. **Transfer Types and Limitations.** You may use a personal computer ("PC") to access Account and transaction information and order transfers of funds among your eligible Account(s). Not all credit union Account(s) are eligible for electronic transfers using the Service.

5. **Joint Account(s).** If any of your Account(s) accessed under this Service Agreement are joint Account(s), all joint owners, including any authorized users, shall be bound by this Service Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan Account(s) as provided in this agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Service Agreement. Each joint account owner is authorized to act for the other account owners, and WBVFCU may accept orders and instructions regarding any EFT transaction on any account from any account owner.

6. **Your Password.** Your Password will be set the first time you log on to WBVFCU@Home and then select “Forgot Password” then following the steps as listed on the how to information sheet. The password will then be sent to the email you have provided in this application. Because your Account Number and Password can be used to access money in your Account(s) and to access information about these Account(s), you should treat your Account Number and Password with the same degree of care and secrecy that you use to protect your ATM PIN and other sensitive financial data. We may ask you to change your Password from time to time for security reasons.

7. **Sharing Your Account Number, and Password with Others.** You agree not to give or make available your Account Number or Password to any person who is not authorized to access your Account(s). You are fully liable for all transfers and payments made within your account. If your Account Number and Password have been compromised you must notify WBVFCU immediately. We may require that you put such notice in writing. Upon receipt of such notice, we may require you:

- (a) to immediately change your Account Number and Password, and
- (b) to identify the person or persons you believe fraudulently accessed your Account(s).

You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your Account Number and Password without your authorization.

8. **Balance Inquiries and Transfers.** You may use the Service to check the balance of your Account(s) and to transfer funds among your eligible Account(s). In order to initiate one of these transactions, you must first use your Account Number and Password to go online and obtain access to your Account(s). The balance shown may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments or charges. A fund transfer request will be transacted immediately, if funds are available. If there are insufficient funds in an Account(s) from which you are requesting a funds transfer, including any overdraft line of credit, you will be notified immediately by an electronic message.

9. **Documentation.** All of your funds transfers made through the Service will appear on your periodic account statement. You will receive a periodic account statement for each monthly cycle in which a funds transfer has occurred and you will receive such periodic statement at least quarterly if no transfer has occurred.

10. **Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address in WBVFCU’s records. Notices from you will be effective when received by WBVFCU at the address specified in this Service Agreement. We reserve the right to change the terms and conditions upon which this Service is offered. We will mail or electronically deliver notices to you at least twenty-one (21) days before the effective date of any change. Use of this Service is subject to existing regulations governing WBVFCU’s account and any future changes to those regulations.

11. **Fees.** The fees listed below will be charged in connection with the Service. Changes may be made from time to time and we will give you prior notice either in writing or electronically.

Fees: NSF Fee \$39.00 Per Item

12. **Termination.** You may terminate your use of the Service at any time by writing to us. You must notify us at least ten (10) days prior to the date on which you wish to have your Service terminated. We may require that you put your request in writing. Subject to applicable law, we may terminate your use of the Service, in whole or in part, at any time without notice.

13. **Business Days.** Our Business Days are Monday through Friday, excluding Federal Reserve and credit union holidays. You may use the Service twenty-four hours a day, seven days a week, except during maintenance periods.

14. **Confidentiality.** We will disclose information to third parties about your Account(s) or the transfers you make:

- (a) where it is necessary for completing transfers and bill payments, or
- (b) in order to verify the existence and condition of your Account(s) for a third party, such as a credit bureau or merchant, or
- (c) in order to comply with government agency, court orders, or applicable law, or
- (d) to enforce our rights in connection with a transaction governed by this Service Agreement, or
- (e) to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability, or
- (f) if you have consented or directed us to disclose the information and your consent or direction has not been revoked, or
- (g) where it is necessary to ensure appropriate institutional risk control, or for resolving disputes or inquiries.

15. **Consumer Liability.** Tell us **AT ONCE** if you believe your Account Number or Password has been lost or stolen. Telephoning is the best way to keep your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Account Number and Password without your permission. If you believe your Account Number and Password has been lost or stolen, and tell us within two (2) business days after you have become aware of the loss or theft, you can lose no more than \$50.00 if someone used your Account Number and Password without your permission. If you do **NOT** tell us within two (2) business days after you have become aware of the loss or theft of your Account Number and Password, and we can prove that we could have stopped someone from using your Account Number and Password without your permission if you had informed us, you could lose as much as \$500.00. Also, if your periodic account statement shows transfers that you did not make, tell us at once. If you do **NOT** notify us within sixty (60) days after the periodic account statement was mailed to you, you may not get back any money you may have lost after the sixty (60) days, if we prove that we could have stopped someone from taking the money if you had informed us in time.

16. **Contact in Event of Unauthorized Transfer.** If you believe your Account Number or Password has been lost or stolen or that someone has transferred or may transfer money from your Account(s) without your permission, call us immediately at (570) 323-9407 or (800) 326-9536. Or contact us in writing at:

West Branch Valley Federal Credit Union
Attn: Member Service Department
1640 High Street
Williamsport, PA 17701

17. **Liability for Transfers.** If we do not complete a transfer to or from your Account(s) on time or in the correct amount according to our agreement with you, we will be liable for your direct losses or damages. However, there are some exceptions. We will not be liable, for instance:

(a) if, through no fault of ours, you do not have enough funds in your Account(s) to complete the transaction. If any funds in your Account(s) necessary to complete the transaction are:

- (1) held as uncollected funds pursuant to our Funds Availability Policy, or
- (2) pledged as collateral, or
- (3) frozen because of a delinquent loan, or
- (4) any other exceptions as established by WBVFCU;

(b) if the transfer would exceed the credit limit on your overdraft line;

(c) if the funds in your Account(s) are subject to legal process or other encumbrances restricting such transfer;

(d) if the Service or your personal computer or modem is not working properly and you know about the malfunction when you started the transfer or payment;

18. **Additional Limitation of Liability.** Except as otherwise provided in this Service Agreement or by law, we are not responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of the maintenance of the Financial Software, even if we have been advised of the possibility of such damages or losses.

WBVFCU MAKES NO WARRANTY, EXPRESS, OR IMPLIED, TO YOU CONCERNING THE SERVICE, EQUIPMENT, BROWSER, OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

19. **Error Resolution.** In case of errors or questions about your electronic transfers, telephone us at the number listed in paragraph 16, herein as soon as you can, if you think your periodic account statement is wrong or if you need additional information regarding a transfer listed on your periodic account statement. We must hear from you no later than sixty (60) days after we sent the FIRST periodic account statement on which the problem or error appeared.

(a) Tell us your name and account number

(b) Describe the error or the transfer you are unsure of, and explain, as clearly as you can, why you believe it is an error or why you need more information.

(c) Tell us the dollar amount of the suspected error.

(d) If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and 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 money during the time it takes us to complete our investigation. If we ask you to put your complaint 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 there was no error, we will send you a written explanation.

You may ask for copies of documents that we used in our investigation. We will inform you of the results of our investigation within ten (10) business days after being informed of your complaint. If we need more time for our investigation we may take up to forty-five (45) days to investigate your complaint or question. We will correct any error made by WBVFCU promptly.

20. This Service Agreement constitutes the complete and exclusive agreement related to the Service, and supplements the Member Services Agreement and any other agreement or disclosure related to your other Account(s). In the event of a conflict between this Service Agreement and any other agreement or disclosure related to your Account(s) or any statement by our employees or agents, this Service Agreement shall control, only as to electronic fund transfers conducted by using this Service.

21. Waivers. No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.

22. Enforcement. You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Service Agreement. You authorize us to deduct any such loss, costs or expenses from your Account(s) without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Service Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

23. Assignment. You may not assign this Service Agreement to any other party. We may assign this Service Agreement or delegate any or all of our rights and responsibilities under this Service Agreement to any third parties.

24. Governing Law. This Service Agreement shall be governed by and construed in accordance with the laws of Pennsylvania without regard to that state's conflict of laws provision.

25. Amendments. We may amend or change any of the terms and conditions of this Service Agreement at any time upon reasonable written notice (including electronic communication) to you prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you may notify us prior to the effective date of the change or amendment and cancel your access to the Service. Your continued use of the Service after the effective date of change will be deemed acceptance of the change or amendment.

26. Severability. If any provision of this Service Agreement is determined to be void or invalid, the remainder of this Service Agreement shall remain in full force and effect.