

Goodyear Employees Credit Union, Inc.

ONLINE BANKING AGREEMENT AND DISCLOSURE

This Online Banking Agreement and Disclosure ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Goodyear Employees Credit Union Online Banking services offered to you. The Online Banking service permits you to electronically initiate account transactions involving your accounts. In this Agreement, the words "you", "your" and "yours" mean those who request and use Online Banking, any joint owners of accounts accessed under this Agreement, or any authorized users of this service. The words "we," "us," and "our" mean Goodyear Employees Credit Union. The word "account" means any one or more accounts you have with the Credit Union. By requesting and using the Online Banking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

**Online Banking Service**

Online Banking: if we approve your application for the Online Banking service, you may use your device (i.e. computer, mobile phone, tablet) to access your accounts. You must use your username and a password to access your accounts. Online Banking service is accessible seven (7) days a week, twenty-four (24) hours a day. You will need an Internet connected device. You are responsible for the installation, maintenance and operation of any software and your device. The Credit Union will not be responsible for any errors or failures involving any errors or failures involving any telephone service, Internet service, software installation or your device.

**Types of Transactions**

At the present time, you may use the Online Banking service to:

- View account balances and transaction information for your designated accounts.
- Transfer funds within your own account, transfer funds within accounts you have access.
- View and download statements of your account online if you are enrolled in e-Statements.
- View and download account(s) history.

**Service Limitations**

The following limitations on Online Banking transactions may apply in using the services listed above:

**Transfers**

Transfer and bill payments from any share account excluding checking 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.

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.

**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 ACH & Draft transactions.

**Security of Password**

The password you have chosen is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for the safekeeping of your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to use your password, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your password and the Credit Union suffers a loss, we may terminate your access to Online Banking and account services immediately.

**Liability for Unauthorized Access**

You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use the Online Banking service or your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, contact us at once if you believe anyone has used your password or accessed your accounts through Online Banking without your authorization. Contacting us by telephone is the best way to minimize your possible losses. If you contact us within two (2) business days of someone accessing your accounts without your permission, you will only be liable for up to fifty dollars (\$50.00) of any losses.. If you do not contact us within two (2) business days after you learn of the unauthorized use of your account or PIN, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could be liable for up to five hundred dollars (\$500.00). Your liability for unauthorized line of credit transactions through Online Banking is fifty dollars (\$50.00).

If your statement shows Online Banking transfers that you did not make, please contact us immediately. If you do not contact us within sixty (60) days after the statement was mailed to you, you may not be able to recover any of your losses if we can prove that we could have stopped someone from making the transfers if you had contacted us in a timely manner. We may extend the notification timeframe if there are extenuating circumstances.

If you believe that someone has used or has transferred or may transfer money from your account without your permission, call the Credit Union at: 330.724.9391 during regular business hours or write:

Goodyear Employees Credit Union 501 Kelly Ave. Akron, Ohio 44306

**Business Days**

Our business days are Monday through Friday. Saturday, Sunday and Federal Holidays are not considered business days.

**Fees and Charges** There are certain charges for Online Banking services (currently being waived) as set forth on the Credit Union's Fee Schedule. Fees and charges are subject to change. We will notify you of any changes as required by law.

### **Periodic Statements**

Transfers, withdrawals, transacted through Online Banking will be recorded on your periodic statement. If you do not sign up for free electronic statements there will be a charge for paper statements.

### **Account Information Disclosure**

We will disclose information to third parties about your account or the transfers you make:

- When it is necessary to complete transfers or transactions, or to send notice of dishonor or non-payment.
- To our accountants.
- To credit union examiners.
- To exchange, in the regular course of business credit information, with other financial institutions or commercial enterprises directly or through credit reporting agencies.
- To furnish information to the appropriate law enforcement authorities when we have reason to believe we have been the victim of a crime.
- To comply with government agencies, court orders, or to furnish information required by law.
- To furnish information about existence of an account for judgment by a creditor of yours who has made a written request for such information.
- When we are attempting to collect an obligation owed to us unless otherwise prohibited by law.

### **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 or your account is closed.
- If you used the wrong password, or you have not properly followed any applicable device, Internet access, or Credit Union user instructions for making a transfer.
- If your device fails or malfunctions, or the Online Banking service was not properly working, and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as 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 that we can process a transfer.

- If the error was caused by a system beyond the Credit Union's control, such as your Internet Service Provider.
- If there are other exceptions as established by the Credit Union from time to time.

### **Termination of Online Banking Services**

You agree that we may terminate this Agreement and your use of the Online Banking services if you, or any authorized user of your account or password, breaches 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 password.

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. 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 Online Banking 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 Banking transactions, call us at 330.724.9391, or write: Goodyear Employees Credit Union 501 Kelly Ave., Akron, Ohio as soon as you can. 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 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 verbally, 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 notify you of our decision 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 a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic fund transfer that was initiated in a foreign country or occurred within thirty (30) days after the

first deposit to the account was made, the applicable time period for action shall be ninety (90) calendar days in place of forty five (45) calendar days.

**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, including fees on any appeal, bankruptcy proceedings, and any post-judgment 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 of Ohio 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.