

**Local Government Federal Credit Union**  
**ONLINE SERVICES AGREEMENT**

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IX. CONTACT INFORMATION

**I. INTRODUCTION**

Online Services is Local Government Federal Credit Union's umbrella term given to its various software applications that enable members to view, manage and transact on their accounts electronically. It encompasses all the financial services we offer and make available to you online through our web-based

applications (Member Connect and Mobile Connect), our mobile application (our “Mobile App”), and any other applications or technologies that may be developed and offered.

The specific services described or mentioned in this Local Government Federal Credit Union Online Services Agreement (“Agreement”) are not a complete list of the services we offer online, and we may at any time remove, change, or add online services. We may also add, delete, revise or update the terms of this Agreement in our sole discretion and without advance notice to you unless such notice is required by law or regulation. Not all services and functions accessible online are available through all the various applications we make available.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION IN SECTION VIII, WHICH GOVERNS HOW DISPUTES BETWEEN YOU AND US WILL BE RESOLVED IF A DISPUTE ARISES IN CONNECTION WITH YOUR USE OF ONLINE SERVICES. YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION PROVISION BY NOTIFYING US WITHIN THE TIME PERIOD SPECIFIED IN THAT PROVISION.**

#### **A. Consent to Receive Electronic Disclosures**

To access and use Online Services through any of our software applications you must first enroll in Online Services through Member Connect. As a required part of enrollment, you must consent to receiving any and all communications from us, including disclosures required by law or regulation, in electronic form. To provide your consent you must electronically agree to the terms of our E-Sign Agreement. If you do not agree with the terms of the E-Sign Agreement, and you do not provide your consent, you will not be able to enroll in Online Services.

#### **B. Our Agreement with You Concerning Online Services**

The Agreement governs the content, functionality, services and your use of Online Services. For purposes of the Agreement, the terms “LGFCU,” “Credit Union,” “we,” “us,” “our” and “ours” refer to Local Government Federal Credit Union. The terms “you,” “your” and “yours” refer to each Credit Union account owner, co-owner, co-borrower, and any “authorized user,” which term includes but is not limited to authorized signers, authorized representatives, designated agents on a power of attorney, fiduciaries, guardians, trustees, conservators, personal representatives, and any other individuals authorized by you or by law to access your accounts.

This Agreement is entered into between you and us and sets forth the terms, conditions, limitations and responsibilities for use of Online Services. Your enrollment in Online Services, and your continued use of Online Services through any of our existing applications or through any other method we establish,

constitutes your ongoing agreement to be bound by the terms of this Agreement, any amendments to this Agreement, and any additional rules we provide to you concerning any current or new services. If you do not agree with the terms and conditions of this Agreement in whole, you must not enroll in Online Services. If you are already enrolled, you must immediately discontinue using Online Services. The functions and limitations of Online Services may be updated without notice to you at the option of the Credit Union in order to provide improved service or increased security to the membership or for any other reason as determined by the Credit Union.

Online Services display screens may contain descriptions of our products and services that are intended to be informative or provide directions for using the services. It is our intent to keep all our screens up-to-date and consistent with the terms in this Agreement. However, in cases where there is a discrepancy between the language on our screens and the language in this Agreement, the language in this Agreement controls.

### **C. Other Agreements**

Your use of Online Services is also governed by any other agreements you have with us concerning the share/deposit accounts and credit accounts you access and/or the services you use online. These agreements, and any incorporated disclosures, include our Account Rules and Regulations (along with the appended Supplemental Terms and Conditions for LGFCU Visa<sup>®1</sup> Debit, CashPoints<sup>®</sup>,<sup>2</sup> CashPoints Global and HSA Cards), our Visa Credit Cardholder Agreement, our Service Fees and Terms, and any agreements, notes, deeds of trust, and other loan/line of credit documents (“loan documents”) you agreed to in connection with any of your credit accounts. All terms, conditions and disclosures set forth in any of these documents that apply to the Credit Union accounts linked to your Online Services access are incorporated in this Agreement. Thus, when you view and execute transactions on your share/deposit and credit accounts using Online Services, you do so under the terms and conditions you previously consented to when those accounts were opened or as those terms and conditions have subsequently been amended. By signing on to and using Online Services, you are acknowledging and agreeing that you are bound by the terms and conditions of these incorporated agreements as well as by this Agreement.

If provisions of this Agreement conflict with another agreement between you and the Credit Union governing your accounts, or another agreement has terms and conditions not included in this Agreement, then the other agreement will control and take precedence unless this Agreement specifically states otherwise. The other agreement will only control with respect to the account with which it is associated, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding

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<sup>1</sup> Visa is a registered trademark of Visa International Service Association and used under license.

<sup>2</sup> CashPoints is a registered trademark of State Employees' Credit Union and used under license.

online services or features that appear in another agreement covering your applicable account, but not in this Agreement, will also apply.

#### **D. Terms of Use**

This Agreement also incorporates the terms and conditions set forth in the Terms of Use for our online website and social media accounts, a link to which is available in the Legal section near the bottom of our home page, and, if applicable, any end-user licensing agreement governing access to or use of our Mobile App.

#### **E. Restrictions on Age of User**

Online Services is not designed or meant for individuals under 13 years of age. By using Online Services, you are affirming that you are at least 13 years old.

#### **F. Definitions of Terms Used in This Agreement**

“**Access device**,” as the term is defined in federal Regulation E, means a card, code or other means of access to a consumer’s account, or any combination thereof, that may be used by the consumer to initiate electronic fund transfers to or from a consumer account. For purposes of this Agreement, access devices include debit cards, security credentials such as User IDs and passwords, personal identification numbers (PINs), and biometric information.

“**Account(s)**” refers to any Credit Union member share and deposit accounts, including share, share term certificate, money market share and checking accounts, as well as any credit accounts, including personal loans and lines of credit, credit cards, and mortgage loans.

“**Account owner**” is anyone who has ownership rights in a Credit Union account. This includes each owner holding a joint account.

“**Agreement**” refers to this entire agreement and any other Credit Union agreements and disclosures that are incorporated herein, and which contain the terms and conditions for use of Online Services.

“**Application**” is a specialized software program that is written for a specific operating system and performs a specific function. In this Agreement, the term “application” generally refers to one of the software applications you utilize to sign on to and use Online Services. These applications include, and are commonly referred to as, Member Connect, Mobile Connect and the LGFCU Mobile App.

“**Authorized users**” include authorized representatives, authorized signers, agents designated on your power of attorney, fiduciaries, guardians, trustees, conservators, personal representatives, custodians, representative payees, any other individual with authority to act on your account, and any other

individuals whom you have authorized to access your accounts online by providing them with your security credentials. Individuals can also establish their own Online Services access to most of your accounts on which they are an authorized user. Authorized users on credit card accounts do not automatically have all the same rights as authorized users under this Agreement.

**“Balance”** refers to the funds in a member’s account. The Credit Union has specific definitions for each of the various types of balances referenced in this Agreement. These balances, which include “beginning balance/ending balance,” “available balance,” “current balance,” and “overdraft transfer balance” are defined in our Account Rules and Regulations.

**“Biometric Authentication”** is a security process that relies on the unique biological characteristics of an individual to verify identity. It involves biological input, or the scanning or analysis of some part of the body. Various aspects of human physiology, such as fingerprints, face recognition, and iris recognition, can be used for biometric identification. LGFCU does not control the functionality of your mobile device’s biometric authentication for any purpose and does not have access to any biometric information stored on your device. If your mobile device supports biometric authentication and you have biometrics enabled on the device, you understand and agree that our Mobile App will allow any person with biometric authentication access rights to your device to sign on to our Mobile App through your device’s biometric identification of that person and access your accounts.

**“Business days”** are Monday through Friday, except days on which the Credit Union does not process in observance of holidays. Business days end at the close of business hours (i.e., when business hours end each day).

**“Business hours”** end at 5:30 p.m. Eastern time. Transactions occurring after this time may be included in the next business day (e.g., a transaction made at 6:00 p.m. on Monday the 5th will generally be included in the business day of Tuesday the 6th; a transaction made on Friday the 9th at 8:00 p.m. will generally be included in the business day of Monday the 12th). The Credit Union maintains the clock used to determine the time that a transaction has been requested and processed.

**“Communications”** refers to any disclosures, messages, statements, applications, documents, policies, forms, notices, records, instructions, agreements, or other information we provide to you or that you sign, complete, agree to, or submit to us at our request.

**“Debit card”** means any of your LGFCU Visa<sup>®</sup> debit cards and non-Visa debit cards, such as CashPoints cards, which are linked to your accounts.

**“Electronic fund transfer”** is any transfer of funds initiated through an electronic terminal, telephone, computer (including online transfers) or magnetic tape for the purpose of ordering, instructing, or

authorizing a financial institution to debit or credit a consumer's account. It includes online transfers, point-of-sale transfers, ATM transfers, direct deposits or withdrawals of funds, telephone transfers, transfers resulting from debit card transactions, and electronic transfers where a check or draft is used as a source of information to initiate an electronic fund transfer from a consumer's account.

**“Financial services”** are services that give members the ability, among other things, to apply for and open deposit/share and credit accounts, update personal information, review account balances and prior transactions, and initiate account activity such as making deposits, withdrawing and transferring funds, and making payments.

**“Include,” “including,” “such as,” “for example” and “for instance”** indicates a list that is providing examples. The list that follows the term is not meant to be exclusive or complete, but to give you an idea of the types of items that might pertain to the relevant section. The items on the list are not the only possible items that could appear on the list.

**“Item”** includes all orders and instructions for the payment, transfer, or withdrawal of funds from your account; for example, a check, draft, image, substitute check, everyday non-recurring debit card transaction, recurring debit card transaction, ACH transaction, ATM transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, online transfer including a BillPay transaction, withdrawal slip, and an in-person payment, transfer and withdrawal instruction. A previously presented debit or withdrawal is considered a new item if presented for payment again, and therefore may be subject to a fee as a new item.

**“Linked accounts”** refer to share/deposit and credit accounts that are accessible to you for online inquiries and transactions through your access to Online Services.

**“Member Connect”** is the web-based software application available on the Credit Union's website, which is used by members and their authorized users to sign on to Online Services from their computers.

**“Member Services”** is the Credit Union's service established for its members that receives and responds to member questions about their accounts on a 24/7 basis. You can contact our 24/7 Member Services by telephone or by mail using the information in Section IX – Contact Information, or by sending a secure message through the Message Center in Online Services.

**“Members”** are individuals who share a common bond and have an ownership interest in the Credit Union by virtue of holding shares in a Credit Union share account. To be eligible for membership and to open Credit Union accounts, individuals must fall within our “field of membership” by meeting the qualifications that define our membership. You can view the criteria for membership eligibility by



clicking on the “About LGFCU” tab on our home page and selecting “Membership” / “How to Join LGFCU.”

“**Mobile App**” refers to the Credit Union’s mobile application, which can be downloaded and installed on a mobile device and enables members to access and use Online Services remotely.

“**Mobile Check Deposit**” refers to our Mobile App service that allows you to deposit checks remotely by capturing photos of the fronts and backs of the checks using a camera-ready mobile device and delivering the images and associated deposit information to the Credit Union electronically.

“**Mobile Connect**” is the web-based application, similar to Member Connect, but designed for mobile screen viewing. It is used by members and their authorized users to sign on to Online Services on their mobile devices.

“**Mobile device**” refers to a tablet, cellular phone or other hand-held or portable electronic device that may be used to receive Alerts and use Two-Way Text Messaging and to connect to Online Services through Mobile Connect or our Mobile App.

“**NSF**” is an acronym for non-sufficient funds.

“**Online Services**” is the umbrella term used for the Credit Union’s online banking applications that provide members and their authorized users access to the financial services the Credit Union makes available online through our website, our Mobile App or through any other electronic technologies that may be developed and offered.

“**Your Online Services access**” refers to your individual connection to Online Services, which requires use of your unique security credentials.

“**Payable-through drafts**” are items issued against the payor, and the payor has a period of time to honor or refuse payment.

“**Preauthorized electronic fund transfer**” is a term defined in federal Regulation E to mean an electronic fund transfer you authorize in advance to recur at substantially regular intervals (at least once every 60 days).

“**Remotely created checks**” are checks that do not bear the signature of the person on whose account the checks are drawn (the “maker”) and are not created by or on behalf of the paying bank. Remotely created checks are often created by the payee or its service provider on behalf of the maker who authorizes the creation of the check by telephone or other means.

“**Scheduled unavailability time**” refers to the time each day during which access to Online Services may be unavailable. This time period (from approximately 2 a.m. to 3 a.m. Eastern time), which is scheduled for processing, can be longer or shorter at our discretion.

“**SECU**” refers to State Employees’ Credit Union. Local Government Federal Credit Union members are able to process their transactions at SECU branches.

“**Security credentials**” refers to any User ID, password, personal identification number (PIN), biometric authentication such as fingerprint recognition, responses to security questions, one-time passcodes, and any other information or mechanisms used alone or in combination to identify you and allow you access to Online Services.

“**Sight drafts**” are items payable only upon the meeting of specified terms.

“**SMS (short message service) short code**” is a 5- or 6-digit phone number used to send text messages. Short codes are designed to be easier to read and remember than telephone numbers and are usually associated with automated services.

“**Substitute checks**” are paper reproductions of the front and back of original paper checks which, if they meet the requirements of federal Regulation CC, are the legal equivalent of the original checks they represent. Substitute checks are also called IRDs (“Image Replacement Documents”).

## **II. HARDWARE/SOFTWARE REQUIREMENTS**

### **A. Access Through Our Website**

To access and use Online Services through one of our website applications, you must have:

- access to a computer or other electronic device that can connect online to our website;
- an active email address and/or mobile phone number;
- a current version of an Internet browser we support (such as Google Chrome<sup>®</sup>,<sup>3</sup> Mozilla<sup>®</sup> Firefox<sup>®</sup>, Microsoft Edge<sup>®</sup>, or Apple Safari<sup>®</sup>); and
- software that is capable of receiving, accessing, and displaying communications received from us in electronic format (e.g., HTML, PDF) such as Adobe Acrobat Reader<sup>®</sup>.

### **B. Access Through Our Mobile App**

To access and use the online services available through our Mobile App, you must:

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<sup>3</sup> The third-party owners of the trademarked terms in this Section II are listed in our Terms of Use, a link to which can be found at the bottom of our website home page.

- have a mobile device running on the latest version of either Apple iOS or Android™ OS; and
- download the latest version of our Mobile App, which is available through the Apple App Store® or Google Play®.

The appearance of information displayed on our Online Services screens designed for mobile devices, as well as some functionality, may vary depending on your particular device, whether you are accessing the site via our website or through our App, and factors such as screen size, browser, browser version, etc. Due to the number of different types of mobile devices, the Credit Union cannot assure that all mobile devices will be compatible with our Mobile App. Specifically, our Mobile App may not function on older mobile devices and/or those using older operating systems.

### **III. PRIVACY AND SECURITY**

#### **A. Security of Online Services**

The Credit Union is committed to online technology and continues to monitor and improve our Online Services software applications so that you can use Online Services to access your Credit Union accounts safely and securely.

For instance, the data passed to and from our internal servers to your computer or mobile device is encrypted. Encryption mitigates the risk of data being intercepted and/or viewed by unauthorized third parties. The Credit Union tests its firewalls by an independent third party to ensure reasonable precautions have been implemented to prevent unauthorized access. Each user session is limited to a specific length of idle time after which the session automatically times out, reducing the window of opportunity for someone without authority to access your account information should you inadvertently leave your computer or mobile device without first signing off.

#### **B. Security Credentials and Other Security Procedures**

You will need to establish a unique User ID, password and other “security credentials” when you enroll in Online Services, and your security credentials will be used to authenticate your identity each subsequent time you sign on. We advise you to create security credentials that you can remember easily but would be difficult for another person to guess. We strongly advise you not to use personal data such as telephone number, social security number, date of birth or family names for either your User ID or password, and you should periodically update your security credentials.

The User ID and password you select must meet our standards. We will make you aware of these standards whenever you create or change your User ID and/or password. We may also, from time to time, and depending on how you sign on to Online Services, change our standards for some or all of your

security credentials. On occasion, we may require that you change your security credentials, or require you to establish additional security credentials, to meet our new standards. We are not required to give you advance notice when we require you to update your security credentials.

### **C. Your Responsibilities for Safeguarding Your Online Services Access**

The Credit Union has implemented numerous mechanisms to enhance the security of your personal and account information available online. However, you also play a critical role in protecting the security of your accounts. You are responsible for keeping your security credentials safe and out of the hands of unauthorized users. We recommend that you establish unique security credentials only for signing on to Online Services, memorize them or keep any written record of them in a safe place, and change your password regularly. **No representative of the Credit Union will ever ask you for your password to access Online Services in any type of communication including email, text message or telephone.** However, we may ask you for account-related information or pre-established answers to security questions to authenticate your identity.

You are the key to maintaining the confidentiality of your accounts. Because your security credentials are the principal security measures used to protect access to your accounts, it is important that you safeguard them. By enrolling in Online Services, you agree to accept responsibility for protecting the integrity of your security credentials and access devices in order to prevent unauthorized account access and/or transactions. You further agree that you will not give or otherwise make your security credentials available to any unauthorized parties. However, if you willingly disclose your security credentials to another person (or other third party), or otherwise give another person access to your accounts via Online Services, you are giving that person authority to access your accounts via Online Services even if that person exceeds your authorization. You may be responsible for all transactions that person initiates or authorizes from your accounts (and all transactions initiated by any person who is given your security credentials by that person). All access to Online Services through your security credentials will be deemed to be authorized by you, and any actions taken through such access will be binding upon you unless such liability is prohibited by law or regulation.

Exercise extreme caution when using third-party financial data aggregation, personal finance applications or computer-based programs for managing your money, budgeting, or receiving financial planning advice. While companies offering such applications and programs may be legitimate, providing some or all of your Online Services security credentials, account numbers and/or other personal confidential information when you sign up for these services means this information is now available in more places and is potentially susceptible to acquisition by fraudsters who will then have access to your accounts. The Credit Union's various security systems may prevent such applications and programs from accessing your

accounts through Online Services. These third-party entities have their own privacy policies, which should be reviewed in detail. Unless required by law or regulation, **we will not be liable for any access to or activity on your accounts that you did not intend, but which are a result of your providing your security credentials, account numbers or other personal information to a third party.**

You agree not to leave your computer or mobile device unattended while you are signed on to Online Services, and to sign off immediately at the completion of each access by you. If you believe someone may have obtained unauthorized access to your accounts through Online Services by use of your security credentials or otherwise, or if you have mistakenly or inadvertently made your security credentials available to someone you do not wish to have online access to your accounts, or if you suspect fraud or any unauthorized access to or activity on your accounts, you agree to CONTACT US IMMEDIATELY. In addition, if the computer or mobile device you were using to access Online Services has been lost, stolen or compromised, you agree to change your security credentials immediately. We may revoke your access to Online Services if any unauthorized account access and/or account transactions occur as an actual or apparent result of your negligence in safeguarding your security credentials.

Unless required by law or regulation, we will not be liable to you for any unauthorized use that arises from your inability to keep your security credentials confidential and undiscoverable. If you believe that someone has discovered one or more of your security credentials, change your password and CONTACT US IMMEDIATELY so we may address any unauthorized activity that may have occurred on your linked accounts. Also, inform us immediately if you believe your debit card(s) have been lost or stolen.

In summary, to mitigate the risk of unauthorized access to your accounts via Online Services:

- Establish strong security credentials and never share them with any individual or entity.
- Change your password on a regular basis, and immediately if you believe it may have been compromised.
- Never leave your computer or mobile device unattended during an active online session.
- Sign off immediately upon finishing your online session.
- Clear your browser's cache (also called temporary internet files) after signing off from Online Services.
- Use an up-to-date browser.
- Maintain suitable firewall, anti-virus and other anti-malware software on your computer or mobile device and keep it up to date.

- Do not use unsecured Wi-Fi networks or public workstations to access Online Services.

#### **D. Malicious Software (Malware)**

Malware is software intentionally designed to cause damage to a computer after it is implanted or introduced. It includes computer viruses, worms, Trojan horses, ransomware, spyware, and other bugs. While we strive to prevent Online Services from becoming compromised by malware, we cannot guarantee that you will not come into contact with malware while accessing Online Services, and you agree that we are not responsible for any electronic virus or other type of malware you may encounter accessing Online Services.

We strongly recommend that you install and maintain anti-virus software on your personal computer and routinely scan your computer to detect and remove any viruses and other malware found. Undetected and unrepaired, malware may corrupt and destroy your programs, files and even your hardware. We make no warranties regarding malware of any type, and you agree that we will not be liable for any losses to you caused by malware on your computer or mobile device regardless of its origin.

#### **E. Information We Collect**

When you interact with us at any of our websites, through any of our mobile applications, or with our applications on third-party websites, we or our service providers collect certain information about you and the computer or mobile device you are using (“cookies”) for security purposes and to provide you with an improved online experience. By accessing Online Services, you agree to the placement of cookies on your computer or mobile device. By not allowing cookies, you may prevent our services from functioning as intended.

### **IV. GENERAL PROVISIONS REGARDING ONLINE SERVICES**

#### **A. Enrollment in Online Services**

Once you establish membership in the Credit Union, you are eligible to enroll in Online Services. Enrollment in Online Services constitutes your authorization to the Credit Union to provide you electronic access to your linked accounts. Before you can use any of the online services we offer through our Mobile App, you must first enroll through our web-based application. As discussed in Section I.A - Consent to Receive Electronic Disclosures, the enrollment process requires your electronic consent to our E-Sign Agreement.

You agree to comply with any security procedures we establish, including those procedures concerning sign on and creating and maintaining your security credentials. We reserve the right to deny your

enrollment in Online Services, and to terminate, suspend or limit your access to Online Services at any time and for any reason, without giving you advance notice, consistent with applicable law.

## **B. Linked Accounts**

Most of your Credit Union accounts may be linked to your Online Services access, including joint as well as individual accounts. Each account linked to your Online Services access will be displayed and accessible on the Account Summary screen without regard to whether anyone else has an ownership interest in any of the accounts. You may also establish a separate Online Services access for most Credit Union accounts (generally, not credit card accounts) on which you are an authorized user for another member.

By enrolling in and using Online Services, you authorize us to make information on your linked accounts, including balance and transaction information, available to you and your authorized users electronically via Online Services. If you want to change the accounts that you can access through Online Services, please call our 24/7 Member Services, using the telephone number in Section IX – Contact Information, to speak with a Credit Union representative about available options.

## **C. Limitations on Availability of Online Services**

Subject to the terms of this Agreement and our scheduled unavailability time, which is described in Section I - Definitions of Terms Used in This Agreement, you will generally be able to access your eligible accounts through Online Services and use any of its services 7 days a week, 24 hours a day, 365 days per year. During our scheduled unavailability time, however, some or all of Online Services may be unavailable due to system maintenance or upgrades, and Online Services may be unavailable, or its services may be limited, at any time due to circumstances beyond our control. We make no warranties or guarantees as to the availability of Online Services. If you are unable to access Online Services to view your accounts and/or schedule a transfer or payment, and your inability to do so is because of a scheduled or unexpected unavailability, we will not be responsible or liable for any loss or harm you may incur due to a late payment, or for any inconvenience you may experience during periods in which you cannot access Online Services. If you find you cannot access Online Services and you need to initiate an electronic transaction or otherwise need immediate access to your accounts, please call our 24/7 Member Services for further assistance.

## **D. Account Access Through Online Services: Account Co-Owners, Co-Borrowers, and Authorized Users**

Members are encouraged to establish their own individual Online Services access through establishing their own unique security credentials, regardless of whether they hold their Credit Union accounts individually, jointly, or in a combination of both individual and joint ownership. We also recommend that you not give your security credentials to your authorized users, and instead advise them to establish their own Online Services access to your accounts.

If an account accessible through Online Services is owned by more than one person or has one or more authorized users, each owner and/or authorized user with online access to the account may individually provide us with instructions, make any decision, obtain any information, or make any request associated with the account and related online financial services, to the extent allowed by our agreements with you covering the account.

You are responsible, and we will have no liability to you, for any payments, transfers or other transactions performed on any account of yours through Online Services made by your co-owner or other authorized user, even if you, personally, did not authorize or consent to the transactions, if they occur before you have notified us of possible unauthorized use and before we have had a reasonable opportunity to act on that notice.

You acknowledge and agree that each of your co-owners and other authorized users will be acting as your agent and will be bound by this Agreement and any other agreement governing your accounts. You are responsible whenever an authorized user accesses, views or performs transactions on your accounts, and you represent and warrant to us that you have authorized his or her actions.

We may rely on and act upon the instructions of any co-owner or authorized user whom you have designated on your accounts. All transactions an authorized user performs on your accounts online, including those transactions you did not want or intend or that exceeded your authorized user's authority, are transactions authorized by you. You are solely responsible for those transactions, and for supervising all your authorized users and monitoring the actions they take on your accounts. You are also responsible for ensuring each authorized user maintains the confidentiality of his or her own security credentials, or if you have disclosed them, your security credentials, for our online services.

## **E. Transaction Posting Times and Funds Availability**

Our Funds Availability Policy is disclosed in our Account Rules and Regulations disclosure under the section titled "When Funds Are Available for Withdrawal." The "beginning balance," "available balance," "current balance," and "overdraft transfer balance" are displayed online on the Account Detail



screen for each of your share/deposit accounts. These balances are defined in the Account Rules and Regulations under the section titled “Account Balance and Posting Order.” These various balances displayed for any of your accounts may show the same or a different amount depending on our posting procedures for the different types of transactions and recent transaction activity on your account. The available balance provides the most up-to-date information about funds available to you to pay items from a particular account; however, even your available balance may not reflect every transaction, or the final amount of any transaction, you initiated or authorized.

Transfers you make online between your share/deposit accounts will be reflected immediately in the current balance and available balance fields for both the “transfer-from” and “transfer-to” accounts. Such transfers increase or reduce (as applicable) the available balance in each account immediately. However, transfers will not actually post to the accounts at that time and will not show in the transaction history for the respective accounts until after end-of-day posting.

Payments you make online to your Credit Union credit accounts (mortgage loans, personal loans, lines of credit and credit card accounts – your “payment-to” accounts) from your deposit and share accounts generally take one business day to post to (or be reflected on) your payment-to accounts; however, these payments are credited to your payment-to accounts effective the business day on which the payments are actually made as long as you initiate the payment during that business day’s business hours. Payments reduce the balance, and are reflected immediately, on your payment-from account.

It is your responsibility to monitor your accounts to ensure that you always have sufficient available funds to cover items you initiate along with any potential resulting charges. By maintaining accurate records of your deposits and withdrawals, you are in the best position to ensure that your account has sufficient funds available to cover each item presented for payment against the account. Keep in mind that the order in which we receive, process and post items to your account can affect whether you have sufficient available funds to cover a particular transaction.

## **V. DESCRIPTION OF CERTAIN ONLINE SERVICES**

### **A. BillPay**

The BillPay service enables you to make both recurring and one-time payments from one or more of your accounts – standard checking account, CashPoints Global (CPG) account, and Health Savings Account (HSA).

## 1. BillPay Terms

- **“BillPay processing date”** means any day other than weekend days and days observed as banking holidays by the Federal Reserve Banks. BillPay processing dates are similar to, but do not exactly coincide with, the Credit Union’s business days.
- **“Payee”** is the party you are paying; the intended recipient of your payment.
- **“Payment account”** means the account that is debited to make your payment. The payment account you select for any particular payment may be your standard checking account, your CashPoints Global account, or your Health Savings Account.
- **“Payment due date”** is the payee’s stated due date for your payment. It is the date your payee has indicated it must receive and post the payment to your account with the payee in order for you to avoid a late payment.
- **“Send date”** is the date you tell us to send your payment. It is the date your payment is processed and sent. If your payment send date is not a BillPay processing date, your payment will be processed and sent on the BillPay processing date prior to the send date. Depending on whether your payee accepts electronic bill payment, we will send it either electronically or via printed check through the mail. The send date is not necessarily the date your payee receives the payment.
- **“Sufficient available funds,” “available funds,” “funds being available,”** or similar phrases refer to the available balance in your account plus any funds available to the account through your participation in our Overdraft Transfer Service.

## 2. How BillPay Works

Depending on the particular payee you designate, BillPay payments you schedule will be processed in one of two ways: (a) electronically, or (b) via a printed check that we create and mail to the payee.

### a. Payments Processed Electronically

The Credit Union will attempt to process BillPay payments electronically if your payee accepts payments from us electronically. Those payees that can accept payments from us electronically are noted as such by having an "E" (for “electronic”) to the right of the Payee Name on our BillPay screen.

When you set up a payment, the first available send date for your payment will automatically appear on the screen next to your payment. You may select this date or a later date as your send date. Once the send date you select arrives and we begin processing the payment, you can no longer change or stop the

payment. If your payment account has sufficient available funds on the selected send date to cover the electronic payment, the payment amount will be withdrawn from your payment account and the payment will be sent that day. If you have insufficient available funds in your payment account on the send date to cover the payment, the payment will not be sent that day; however, we will attempt to send the payment one additional time on the next BillPay processing date. If there are insufficient available funds in your payment account to cover the payment at the time of this additional attempt, the payment will be cancelled, and we will notify you of the cancellation via a secure message through the Message Center in Online Services. If you wish to issue a new payment after a payment is cancelled for insufficient available funds, you must initiate new payment instructions in BillPay for that payment. If the cancelled payment had been one of a series of recurring payments, we will attempt to send the next and all future payments according to the payment schedule you established.

You are responsible for inputting the desired send date for each payment, and the correct name, address, and account number for each payee. You are also responsible for maintaining sufficient available funds in your payment account to cover your payment. We cannot guarantee the date on which your payee will receive or process your payment. In addition, some payees have cutoff times after which they will not credit payments to your account for that day. If we send your payment on the send date you select, **we are not responsible if your payee determines your payment was not received by the payment due date.** If prior payments you sent to a particular payee were not credited to your account with the payee by the payment due date, we recommend that you adjust your send date accordingly.

b. Payments Made via Printed Check

We may not be able to send electronic payments to some payees. These payees will be denoted with a “C” (for “check”) to the right of the Payee Name on our BillPay screen. When you make a payment from one of your checking accounts that cannot be processed electronically, we will create a printed check and mail it to your payee via U.S. mail. BillPay assigns a 6-digit check number to the payment so that you can distinguish it from other checks that you write against the payment account.

Payments made through BillPay via printed check are processed differently depending on whether the payment account is (i) a standard checking account, or (ii) a CashPoints Global account or Health Savings Account. **Payments made via printed check are mailed on the send date. We are not responsible or liable for any loss you may incur if a check we send arrives late or if, for some other reason, the payee does not post your payment in a timely manner.** Please note that checks can be delayed in the mail for a number of reasons and may not reach your payee on time or at all if you provide an incomplete or incorrect payee address. We recommend that you select a send date that is at least 5 to 10 business days earlier than the payee’s payment due date to allow sufficient time for your payment to reach your

payee. If you notice that a payment you make to a particular payee takes longer than you expected to post to your account with the payee, please adjust your send date to an earlier date to accommodate this delay.

(i) Payments Made from Your **Standard Checking Account**

When we process a payment from your standard checking account via printed check, we do not verify that there are sufficient available funds in your account before the check is printed, and we do not debit your account at the time we send the check to the payee. However, once the payee receives and negotiates the check, the funds are debited from your account, just as if you wrote the check yourself. Information about the check appears on your monthly statement.

If your payment account has sufficient available funds to cover the check when it is presented for payment, the item will be paid. If there are not sufficient available funds in your payment account to cover the payment, we will return the check as an NSF item when it is presented and charge your payment account our standard NSF fee. **It is your responsibility to verify that funds will be available in your payment account before scheduling any payments from that account.** If you wish to issue a new payment after a payment is returned for insufficient available funds, you must initiate new payment instructions in BillPay for that payment. If the payment was scheduled as a recurring item (such as a monthly car loan payment), BillPay will continue to generate new checks from your payment account on the next and subsequent scheduled send dates.

**Please be aware that when a check is returned to the payee as NSF, the payee may re-present the check for payment at a later date.**

(ii) Payments Made from Your **CashPoints Global Account or Health Savings Account**

When you make a payment from your CashPoints Global account or your Health Savings Account that must be processed as a check, we first verify that there are sufficient available funds in the account prior to processing the payment. If your payment account has insufficient available funds to cover the payment, the payment will not be sent.

In contrast to BillPay payments made by check from your standard checking account, a **payment from your CashPoints Global account or Health Savings Account is debited from the account on the date the payment is sent** and posts to your account as an electronic debit. **It is your responsibility to verify that there are sufficient available funds in your payment account prior to making any payments from one of these accounts.** If there are insufficient available funds in your CashPoints Global account or Health Savings Account to make the payment, we will re-attempt to send the payment one additional time on the next BillPay processing date. If there are insufficient available funds in your payment

account to cover the payment at the time of this additional attempt, the payment will be cancelled, and we will notify you of the cancellation via a secure message through the Message Center in Online Services. If you wish to issue a new payment after a payment is cancelled for insufficient available funds, you must deposit sufficient funds in the payment account, or otherwise ensure sufficient funds are available, to cover the payment, and then initiate new payment instructions in BillPay for that payment. If the cancelled payment is one of a series of recurring payments, we will attempt to send all future payments according to the established payment schedule.

### **3. BillPay Fees**

There is no fee or service charge for using our BillPay service. We reserve the right to charge BillPay payment fees or other BillPay service fees at any time after giving you notice as required by law or regulation.

## **B. Mobile Check Deposit**

Mobile Check Deposit, which is available only through our Mobile App, allows you to make deposits to your eligible Credit Union accounts from home or other remote location by photographing the fronts and backs of the checks using a camera-ready mobile device and delivering the images and associated deposit information to the Credit Union electronically. Your mobile device must meet our hardware and software specifications, and the camera on your mobile device must meet certain resolution requirements. These requirements and specifications may change from time to time and are detailed elsewhere in this section of the Agreement.

### **1. Eligibility to Use Mobile Check Deposit**

Members must meet the Credit Union's eligibility requirements in order to use Mobile Check Deposit. Eligibility requirements are based on factors that we establish, and may change from time to time, in our sole discretion. We will notify you on the Mobile Check Deposit screen in our Mobile App if you are ineligible to use the service.

### **2. Eligible Accounts**

Eligible members may make deposits to their standard checking accounts, CashPoints Global accounts, share accounts, and money market share accounts using Mobile Check Deposit. The Credit Union reserves the right, in its sole discretion, to change, modify, add or remove any checking or share accounts from Mobile Check Deposit eligibility.

### 3. Deposit Limits

We may establish limits with respect to the dollar amount and/or number of items you may deposit through Mobile Check Deposit during any established time period, and these limits, which may be set on a daily or rolling 30-day basis, will change, in our sole discretion, from time to time. We may not provide advance notice of changes in these limits except as required by law. If you attempt to initiate a deposit in excess of the limits we establish for you, your deposit may not be accepted. If we permit you to make a deposit in excess of your limits, such deposit will still be subject to the terms of this Agreement and will not be considered a waiver of our limits with respect to future deposits.

### 4. Availability of Funds

In general, if an image of an item you transmit through Mobile Check Deposit is received and accepted before 5:30 p.m. Eastern time on a business day, we consider the deposit to have been made on that date – the “deposit date.” We reserve the right to place a hold on your mobile deposit. Funds deposited using Mobile Check Deposit will generally be made available within 1 - 4 business days from the deposit date; however, the Credit Union, in its sole discretion, may make funds available sooner or delay availability for a longer period under certain circumstances. You acknowledge and agree that items transmitted using Mobile Check Deposit are not subject to the funds availability requirements of the Federal Reserve Board’s Regulation CC (“Regulation CC”) or to our standard Funds Availability Policy for other types of deposits.

### 5. Eligible Deposit Items

You agree to scan and deposit only “checks” as that term is defined in Regulation CC, and only those checks or other items that we in our sole discretion elect to include as eligible for mobile deposit under this Agreement. **You agree that it will be a material breach of this Agreement to deposit checks that have been submitted previously through Mobile Check Deposit or through any remote deposit capture service offered at the Credit Union or by any other financial institution. Any breach of this Agreement may result in the termination of your ability to use Mobile Check Deposit and/or Online Services.**

You acknowledge and agree that the image of each check you transmit to us will be converted to an IRD (“Image Replacement Document” or “substitute check”) for subsequent presentment, and upon conversion it shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You also agree that you will not scan and deposit any of the following types of checks or other items, which are considered “ineligible items.”

- Checks payable to any person or entity other than the person who owns the account into which each check is being deposited.
- Checks containing an alteration on the front of the check, or checks you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks that are incomplete.
- Checks payable jointly, unless deposited into an account in the name of all the payees.
- Checks drawn on a financial institution located outside of the United States.
- Checks not payable in United States currency.
- “Remotely created checks,” as that term is defined in Regulation CC and in Section I - Definitions of Terms Used.
- Post-dated checks, and checks dated more than 6 months before the date of deposit (stale-dated checks).
- Checks with any restrictive endorsement on the back (other than the restrictive endorsement “For Mobile Deposit Only – LGFCU,” as required by the Credit Union).
- Checks previously converted to a “substitute check,” as that term is defined in Regulation CC and in Section I - Definitions of Terms Used in This Agreement, and which have previously been submitted through Mobile Check Deposit or through any remote deposit capture service offered at the Credit Union or any other financial institution.
- Checks that require authorization.
- Checks payable on sight (“sight drafts”) or “payable-through-drafts,” as these terms are defined in Regulation CC and in Section I - Definitions of Terms Used in This Agreement.
- Travelers checks, money orders, and savings bonds.
- Starter or counter checks.
- Checks on which a stop payment has been issued or checks for which the account on which it is issued has insufficient available funds.
- Checks issued from a closed account.
- Checks drawn on a home equity line of credit, or credit card advance (“convenience”) checks.

- Checks or other items prohibited by our procedures relating to our Mobile Check Deposit service, or which are otherwise not acceptable under the terms of your Credit Union account.

The Credit Union reserves the right, in its sole discretion, to determine what items may be considered ineligible items for purposes of depositing them via Mobile Check Deposit.

## **6. Endorsements and Other Deposit Procedures**

For any item you deposit through Mobile Check Deposit, you agree to obtain the signature of the payee(s) on the back of the check and to include the restrictive endorsement “For LGFCU Mobile Deposit Only” or to endorse the check as otherwise instructed by us. You also agree to follow any and all other procedures and instructions for use of Mobile Check Deposit as we may establish from time to time.

## **7. Our Receipt of Checks and Other Items**

We reserve the right, in our discretion, to reject any item you transmit through Mobile Check Deposit without any liability to you. We are not responsible for items we do not receive or that are dropped during transmission. An image of any item shall be deemed received when you receive confirmation from us that we have received it. Receipt of such confirmation does not necessarily mean, however, that the transmission was free of errors, complete, or will be considered a deposit and credited to your account. We further reserve the right, at any time, to charge back to your account any item that we subsequently determine was not an eligible item or any item that is returned by the paying financial institution for any reason. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an item.

## **8. Retention and Disposal of Transmitted Items**

Once you receive confirmation from us that we received your transmitted check image, you agree to retain and safeguard the check for at least 14 calendar days from the date of the transmission. After 14 calendar days, if you have verified that the funds have been credited to your account, you agree either to destroy the check, mark it as “VOID,” or otherwise render it incapable of further transmission, deposit or presentment. During the time you retain possession of the check, you agree to provide the check promptly to us upon request.

## **9. Presentment of Items**

We, in our sole discretion, will determine the manner in which checks deposited through Mobile Check Deposit are cleared, presented for payment, and collected, and such determinations are subject to the terms of our Account Rules and Regulations governing your account.



## **10. Errors in Transmission**

By using Mobile Check Deposit, you acknowledge and accept the risk that an item you deposit may be intercepted or misdirected during transmission. We bear no liability to you or others for any intercepted or misdirected items or information disclosed through such errors.

## **11. Errors and Discrepancies**

In accordance with the terms of our Account Rules and Regulations disclosure regarding reviewing your account statement, you agree to notify us immediately of any suspected errors regarding items deposited through Mobile Check Deposit, and in no event later than 60 calendar days after your applicable account statement showing the deposit is made available to you. Unless you notify us within 60 calendar days from the date the statement is made available to you, all deposits made through Mobile Check Deposit included on the statement shall be deemed correct, and you are prohibited from bringing a claim against us for any alleged error regarding such deposits.

## **12. Image Quality**

The image quality of the items you transmit to us using Mobile Check Deposit must be legible and comply with the requirements established and updated from time to time by us, the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, and/or any other applicable regulatory agency, clearinghouse or association.

## **13. Cooperation with Investigations**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of claims, including by providing, upon request and without cost to us, any originals or copies of items deposited through Mobile Check Deposit in your possession and your records relating to such items and transmissions.

## **14. Fees**

We reserve the right to charge you fees for using our Mobile Check Deposit service. If we decide to charge any fees for this service, or change the fees, we will provide any notice of the change as required by law or regulation.

## **15. User Warranties and Indemnification**

You warrant to us the following, and you agree to indemnify and hold us harmless from any loss for your breach of these warranty provisions.

- You will comply with this Agreement and all applicable rules, laws and regulations.

- You will only transfer eligible items that are properly endorsed and meet our image quality standards.
- You will not transmit duplicate items.
- You will not re-deposit or re-present an original item once it has been scanned and sent through this service, or any other mobile deposit service, unless we specifically request you to do so.
- You will not store (other than as required under subsection 8 - Retention and Disposal of Transmitted Items of this Mobile Check Deposit section) or make a back-up copy of any item you submit to us through Mobile Check Deposit.
- All information you provide to us is accurate and true.
- The Credit Union will not sustain a loss because you have deposited an item through Mobile Check Deposit.

Your breach of any of the above warranties may result in our termination of your use of the service.

## **C. Funds Transfers and Payments**

You can make one-time and recurring transfers between your Credit Union accounts linked through Online Services. Transfers may be made between your deposit/share accounts, and from your deposit/share accounts to make loan payments on your Credit Union credit accounts.

### **1. One Time Transfers**

If you make a one-time funds transfer to your share/deposit account on a business day before 5:30 p.m. Eastern time, the transferred funds will be available immediately for branch and ATM withdrawals, point-of-sale transactions, and to pay ACH debits and checks received for processing that day. (See the “Account Balance and Posting Order” section of our Account Rules and Regulations disclosure for information on posting order.) However, if you make the transfer after 5:30 p.m., or on a non-business day, the transfer will not be effective until the next business day. Thus, while the transferred funds will be immediately available for ATM withdrawals and to authorize point-of-sale transactions, the funds will not be available until the following business day for branch withdrawals or to pay ACH debits and checks received for processing.

### **2. Recurring Transfers**

The Funds Transfer service will check the available balance in the “transfer-from” account on the selected date of the recurring transfer or, if the selected date of transfer does not fall on a business day, on the

preceding business day. If the transfer-from account does not have sufficient available funds to process the transfer, the service will attempt to process the transfer each subsequent business day (up to 60 days). If, due to insufficient available funds, the Funds Transfer service cannot process the transfer after 60 days, the transfer is cancelled. There is no limit on the number of transfers you can make from your checking account, or from any account, to make payments on your Credit Union credit accounts.

### **3. All 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, the Credit Union will be liable for your losses or damages; however, there are some exceptions. For instance, we will not be liable if:

- Through no fault of ours, there are not sufficient funds available to complete the transfer.
- The funds in your “transfer from” account are subject to legal process, such as garnishment or attachment, or the account is subject to a pledge or security agreement.
- Despite reasonable precautions that we have taken, circumstances beyond our control (such as fire, power failure, extreme weather, flood, pandemic or failure of paying agency to deliver Direct Deposit payment data) prevent the transfer.

There may also be other exceptions as set forth in this Agreement or in our Account Rules and Regulations disclosures.

### **D. Cash Advances**

You can request advances from your Credit Union Visa Credit Card account and other lines of credit such as Open-End Loans, Home Equity Lines of Credit and Salary Advance Loans, through Online Services. Through a cash advance, you can transfer funds to your Checking, Share, Money Market Share or CashPoints Global account as you designate. If you initiate a cash advance request on a business day before 5:30 p.m. Eastern time, the funds will be available immediately for branch and ATM withdrawals, to authorize point-of-sale transactions, and to pay ACH debits and checks received for processing that day. Transfers resulting from cash advance requests initiated after business hours or on non-business days are not effective until the next business day. Thus, while the transferred funds from the advance will be immediately available for ATM withdrawals and to authorize point-of-sale transactions, the funds will not be available until the following business day for branch withdrawals or to pay ACH debits and checks received for processing.

While the Credit Union does not charge a cash advance fee, **interest on cash advances begins to accrue on your applicable credit account immediately at the time of the transaction.**

## **E. E-Statements and Other Documents Delivered Electronically**

You may access most documents associated with your accounts linked online, including periodic account statements, year-end tax documents, and other notices required by law or regulation, through Online Services. These documents will generally be presented to you in PDF format, and you will be able to view, print and save them on your computer as PDF files.

You may opt through Online Services to receive your account statements electronically rather than on paper sent to you via mail by electing E-Statements. Once you elect E-Statements, we will no longer send you paper statements in the mail. If you chose to receive electronic statements, you may change this option at any time. In some situations (such as if you request statements in large print or braille) we will not be able to provide your statements electronically and we will need to continue to mail paper statements to you. In addition, not all accounts may be eligible for electronic statements. We will send you paper statements if you fail to maintain your consent to receive electronic communications.

Recent periodic statements for your linked accounts and year-end documents (such as IRS 1099 forms) are available online. To request statements and year-end documents that are no longer available electronically, please submit a request for paper documents, either online using the secure Message Center, by phone through our 24/7 Member Services using the number in Section IX – Contact Information, or in person at a local SECU branch.

## **F. Secure Messaging**

You may communicate with us, and we may communicate with you, electronically and securely, through the Online Services Message Center. We will be deemed to have received any message you send through the Message Center by the end of the following business day. Your message to the Credit Union is important to us and it will be processed in as timely a manner as possible; however, our full response may take several days depending upon the nature of your message and other incoming messages received.

You acknowledge that we require a reasonable amount of time to act on your message; therefore, **you should not use the Message Center if you need to communicate with us immediately**. For example, if you need to report an unauthorized transaction on one of your accounts, call our 24/7 Member Services using the number provided in Section IX – Contact Information, or visit a local SECU branch as soon as possible.

You may not use the Message Center to initiate transactions on your accounts. To initiate transactions, please use the appropriate functions and services within Online Services, call our 24/7 Member Services

using the number provided in Section IX - Contact Information, or visit a local SECU branch for assistance.

Messages sent to and from the Credit Union through the Message Center are our property, and we reserve the right to delete such messages at our sole discretion. We may use the Message Center to send you messages about products and services we offer, and you agree that we may send you these messages.

## **G. Alerts**

Our Alerts service allows you to receive various types of electronic alerts in the form of SMS (“short message service”) text messages to your text-enabled mobile device. These alerts include: (1) transaction alerts, account-specific alerts (including Another Chance Alerts), and general notification alerts,<sup>4</sup> as well as (2) free-to-end-user (FTEU) irregular card activity alerts. You must register online to receive transaction, account-specific and general notification alerts, and you may set the parameters for when you prefer to receive these alerts. There is no registration requirement for FTEU irregular card activity alerts, and your enrollment in Online Services automatically enables you to receive them. You can always stop receiving any or all alerts.

You acknowledge and agree that alerts sent via SMS text messaging may not be delivered to you if your mobile device is not in the range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within coverage, factors beyond the control and outside the responsibility of your wireless carrier may interfere with message delivery, and carriers do not guarantee that alerts will be delivered.

### **1. Alerts You Register to Receive**

When you register through Online Services to receive transaction, account-specific and/or general notification alerts, the alerts will come from our short code (**627328**).<sup>4</sup> To register, you must have an active mobile device and you must provide the number that you use to send and receive text messages to and from your mobile device (your “text number”). This number will be validated during the registration process. If you change your text number, you are responsible for updating the number with us through Online Services. You affirm that you are an authorized user on the wireless plan and device you designate to receive the text messages, and you agree that you have given us consent to send text and/or email messages about your accounts to the text number you provide to us.

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<sup>4</sup> You can alternately choose Secure Message rather than text message as the destination for account-specific alerts and general notification alerts. However, you cannot choose multiple destinations for your various alerts.

The Credit Union does not charge any fees for these alerts; however, **message and data rates, as determined by your wireless carrier's rate plan, may apply.** While most major wireless carriers participate in this program, there may be some wireless carriers that do not.

You can unregister for any of these alerts through Online Services as you specify. If you wish to unregister for all SMS text messages to your text number from short code **627328** (this would include your registration in all transaction, account-specific and/or general notification alerts as well as Two-Way Text Messaging) text "STOP" to short code **627328**. For assistance, type "HELP" to short code **627328** or call our 24/7 Member Services at the number provided in Section IX – Contact Information. We may from time to time change the methods we offer for registration and cancellation of alerts. Your wireless plan carrier can also require us to stop sending you alerts.

You acknowledge and understand that the information in our alerts is not encrypted. Some of the alerts are not sent in real time, and the information conveyed in an alert may not be current. In addition, and as previously mentioned, sent alerts may not be delivered if your device is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the Credit Union or your wireless carrier may interfere with message delivery, including your mobile device equipment, terrain, proximity to buildings, foliage, and weather. While we make efforts to initiate alerts in a timely manner, we cannot control all external factors necessary for you to receive the alerts and registering for alerts does not relieve you of your responsibility to otherwise monitor and manage your accounts. You agree, therefore, that we will not be liable to you for any negative consequences you may experience as a result of:

- non-delivery, delayed delivery, or erroneous delivery of any alert;
- inaccurate alert content; or
- your use of or reliance on the contents of any alert for any purposes.

## **2. Irregular Card Activity Alerts (FTEU)**

By enrolling in Online Services and providing us with your text number, you consent to receiving irregular card activity alerts. No registration is required. These alerts are sent to your mobile device automatically from short code **23618** (for debit card activity) and **72799** (for credit card activity)<sup>5</sup> when transactions involving your card or card number appear suspicious or otherwise irregular, possibly signaling fraud or identity theft. (Please note these two short codes are different from our short code

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<sup>5</sup> The short code for credit card alerts will change to 91937 in early 2023.

previously referenced for other types of alerts.) These alerts are interactive; thus, you reply to the text with a “Yes” to confirm *no fraud*, or a “No” to confirm *the transaction was not authorized by you*.

Because irregular card activity alerts are part of a free-to-end-user (FTEU) program, **no fees are charged to you to receive or respond to the texts, either from the Credit Union or your wireless plan carrier.** Message frequency varies, as alerts are only sent when there is suspicion of fraud. Wireless plan carriers are not liable for delayed or undeliverable messages. FTEU programs are not supported by all wireless carriers, and carrier participation is limited. Therefore, depending on your wireless carrier, you may not be able to receive these alerts.

You have the right to withdraw your consent to receive irregular card activity alerts and to cancel them. To stop receiving these alerts text “STOP” to short code **23618** (for debit card alerts) or to short code **72799** (for credit card alerts)<sup>5</sup>. For other assistance with these alerts, text “HELP.” Alternately, you may call us at our 24/7 Member Services using the number provided in Section IX – Contact Information.

Irregular card activity alerts are an added security service we offer to our members, and we provide no guarantee that this service will detect or prevent all or any fraudulent transaction(s), or that you will receive all sent alerts. You therefore remain responsible for monitoring your accounts and reporting to us any unauthorized activity you detect on your accounts as soon as possible, and for keeping your text number updated in our records.

## **H. Two-Way Text Messaging**

Two-Way Text Messaging allows members to send text messages to the Credit Union from a limited set of questions in the form of pre-established commands, and to receive text responses with the requested information. Members registered in Two-Way Text Messaging text their questions to us via their mobile device to our short code, **627328**, and an automated response is generated and sent back to members in a response text.

To register for Two-Way Text Messaging, you must have an active mobile device and provide the number that you use to send and receive text messages to and from your mobile device (your “text number”). During the registration process, we will validate the text number you provide. If you change your text number, you are responsible for updating the number with us through Online Services.

Depending on your wireless carrier, delays in sending and receiving text messages may occur through no fault of the Credit Union, and we will not be responsible or liable for non-delivery, erroneous delivery, or delays in your sending or receiving text messages. We provide Two-Way Text Messaging to you for your convenience only, and we are not liable for your use of Two-Way Text Messaging, for any inaccurate text message content, or for your reliance on the content of any text message for any purposes. Information

you receive in a Two-Way Text Messaging response text does not amend, supplement, change or replace any other notice or information you may receive from us in connection with your accounts, including any information provided in a monthly periodic statement or account agreement.

By registering for and using our Two-Way Text Messaging service, you acknowledge and agree that the text number you have provided belongs to you, or you have the owner's permission to use it, and you consent to receiving text messages from us about your accounts at this number and for the purposes indicated by the command codes you send. While the Credit Union does not charge any fees for use of Two-Way Text Messaging, **you may be subject to data and message fees assessed by your wireless carrier.**

Your Two-Way Text Messaging registration will remain in force until you unregister for the service through Online Services, until you text the command "STOP" to short code **627328** through your mobile device, or until it is terminated by us. Your carrier may also require us to stop communicating with you via text messages. If you text "STOP" to short code **627328**, you will also cancel any transaction, account-specific and general notification alerts for which you are registered. If you need assistance with our Two-Way Text Messaging service, you may text "HELP" to short code **627328** or call our 24/7 Member Services at the number in Section IX – Contact Information.

## **I. Account Opening and Maintenance**

You may open certain types of accounts, apply for loans, and perform a variety of account and card maintenance functions through Online Services. Any account maintenance performed online is binding on you until you revise or reverse your updates using one of the channels provided.

## **J. Stop Payment Orders**

You may place stop payment orders through Online Services on checks, preauthorized point-of-sale (POS) transfers and payments, and ACH debit entries that have not yet posted to your account. Stop payment orders are processed or responded to on the same business day as received. Orders received after close of business will be processed on the following business day. See our Account Rules and Regulations for more information about stop payment orders.

## **K. Credit Score**

If you have an active lending relationship with us, you can view your FICO<sup>®6</sup> credit risk score (your "FICO Score") via Online Services. The score is created by Fair Isaac Corporation (now legally known as "FICO"), one of the nation's primary credit-scoring companies. Most lenders use FICO scores to make

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<sup>6</sup> FICO and FICO Score are registered trademarks of Fair Isaac Corporation.



lending decisions. Information provided by FICO does not necessarily reflect the views of the Credit Union.

We make your FICO Score available to you for your own non-commercial, personal review and benefit. Your FICO Score is not impacted at all by our making the score available to you. The Credit Union and FICO do not provide “credit repair services” and are not “credit repair organizations” as these terms are defined under federal or state law, including the Credit Repair Organizations Act. FICO does not provide advice or assistance regarding "rebuilding" or "improving" your credit record, credit history or credit rating.

Changes in your FICO Score could indicate a problem with your credit report; thus, if you note significant changes in your FICO Score you may wish to obtain and review a copy of your credit report.

## **VI. MISCELLANEOUS**

### **A. Fees and Charges**

The Credit Union does not assess a fee for using Online Services to access your accounts or for using most of the services available. If we charge a fee for any specific online service used or for any transactions you make, these fees are disclosed in our Service Fees and Terms disclosure included in our Account Rules and Regulations, or in our applicable loan documents. The Credit Union reserves the right to charge for your use of Online Services, or to change fees for any transactions you make or services you use, after giving you any notice required by law or regulation.

You understand and acknowledge that other agreements you have with unaffiliated third-party providers may include fees or charges, as well as limitations and restrictions, which might impact or relate to your use of some or all of the services available through Online Services. For instance, your mobile service carrier or provider may impose data usage fees or charge you for text messages when you receive and send text messages with us. You agree to be solely responsible for all such fees and charges.

### **B. Member Feedback**

We appreciate any feedback from you that will enable us to increase your satisfaction with Online Services. If you have had a difficult experience using any of our online services, or you have suggestions about how to improve them, please send us a message through the Secure Message Center in Online Services, email us at [info@lgfcu.org](mailto:info@lgfcu.org) or contact us as directed online.

### **C. Your Cancellation or Our Termination of Your Online Services Access**

You may cancel your Online Services access at any time by calling our 24/7 Member Services using the number in Section IX – Contact Information, by visiting a local SECU branch office, or by messaging us electronically through the Message Center in Online Services. Before cancelling your Online Services access, you are responsible for deleting any pending and/or recurring payments or transfers you have set up through BillPay or Move Money. You should also change your account statements to paper and cancel your registration in any Alerts and Two-Way Text Messaging services for which you previously registered through Online Services. When you cancel your Online Services access, you will no longer be able to access or use any of the services we offer online, either through Member Connect, Mobile Connect or our Mobile App, including but not limited to E-Statements, BillPay, Mobile Check Deposit, Two-Way Text Messaging and Alerts services you registered to receive.

We reserve the right, in our sole discretion, to terminate or suspend your access to Online Services, or to any individual online service, without advance notice to you, whenever we deem it necessary or prudent to do so. For instance, we will terminate your access to Online Services if we believe you are using any of the services for any unlawful purposes, or for any purposes that are inconsistent with the terms of this Agreement or any other incorporated agreement between you and the Credit Union.

Specifically, if you withdraw your consent to receive communications from us electronically, which consent you provide during enrollment in Online Services when you agree to the terms of our E-Sign Agreement, we will terminate your Online Services access, including your ability to view, use and/or receive, as applicable, E-Statements, BillPay, Funds Transfer, Two-Way Text Messaging, and Alerts you registered to receive. Pending recurring and one-time BillPay transactions and other pending funds transfers will be cancelled after we have had a reasonable period of time to act after termination. We will not be liable for any harm to you caused by or related to our termination of your access to Online Services or by our cancelling (or not cancelling) any of your pending online transactions.

### **D. Accuracy of Information**

Balances in your accounts may change as we process transactions against your accounts; therefore, account information available online may quickly become outdated. You agree that we will not be liable for any delays or errors in providing or updating account information you can view on Online Services, or for any action you take in reliance on any such information as provided.

You are responsible for the accuracy of your data entry when accessing accounts and conducting transactions online. We are not liable for errors caused by your misuse or inaccurate data entry or for any

errors caused by automated entry done on your behalf by your device, any system, or any application software.

### **E. Liability for Loss of Data or Erroneous Data**

You will bear the risk or liability of any error or loss of data, information, transactions or other losses that may be due to the failure of your computer systems or that of a third-party communications provider on which you rely. The Credit Union will have no direct or consequential liability to you for any damage or other loss you may incur due to use of your computer or mobile device in connection with accessing and using Online Services.

### **F. Notices**

Any notice we give you concerning your Credit Union accounts and/or any of our online services is effective when we send you a message via our online Message Center, when we mail you a notice to the most recent address we have for you in our records, or when we post the notice on our website, unless a later effective date is specified in the notice. If any of your accounts has more than one owner, notice to one co-owner will be considered notice to all.

We may send you any information required by law or regulation as an electronic message. Such notice will be sufficient notice unless we are legally restricted from providing notice in this way. We may not provide paper copies unless required to do so by law or regulation.

### **G. Updating Your Personal Information**

You agree to notify us promptly of any change in your personal information relevant to your use of Online Services, including your mailing address, physical address, email address, telephone number and mobile device text number. To update your mobile device text number, you must do so through Online Services so the number can be verified. To update any of your other information, you may notify us by calling our 24/7 Member Services using the number in Section IX – Contact Information, by sending us a message through the Message Center on Online Services, or by visiting a local SECU branch office.

### **H. Third-Party Service Providers**

You agree that we may use third parties to provide any of the online services we offer to you. If we do use third-party service providers, you acknowledge and agree that we may share your personal information with them, on an as-needed basis, in order to provide the requested services and/or process your transactions; however, we will not share your personal information with third parties so that they can market to you. You also agree that if we use third-party service providers, they may rely upon your

agreements, representations and warranties in this Agreement, and that such service providers are third-party beneficiaries of such agreements, representations and warranties with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

### **I. Disclaimer of Warranties**

We make no express or implied warranties to you concerning Online Services and its features and services including warranties of merchantability, fitness for a particular purpose, or noninfringement, except to the extent required by law. We make no warranty that the services you utilize will meet your requirements or will be uninterrupted, timely, secure, or error-free. We also make no warranty that the results you obtain from the services will be accurate, or that any errors in the service will be corrected.

You understand and agree that your use of Online Services and any of its services is at your sole risk and is provided on an “as is” and “as available” basis. Any material you download or otherwise obtain in connection with your use of Online Services is at your own discretion and risk, and we are not responsible for any damage to your computer or mobile device or for any loss of data that results from the use or download of any such material, whether due to malware such as a computer virus or otherwise.

### **J. Limitation of Liability**

The terms of this Agreement, our Account Rules and Regulations, and applicable loan documentation, which are incorporated herein, set forth our entire liability, and your exclusive remedies, in connection with your use of Online Services. You agree that, unless specifically provided in this Agreement or required by law, we will not be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages incurred by you or any third party including but not limited to damages for loss of profits, goodwill, data or other losses resulting from the installation, use, inability to use, or termination of Online Services, even if such damages were reasonably foreseeable and notice was given regarding them. Your sole and exclusive remedy for any failure or non-performance of Online Services and/or any of its services, functions and features shall be for us to use commercially reasonable efforts to correct the applicable service.

### **K. Indemnification**

You agree to indemnify, hold harmless and defend the Credit Union, its directors, officers, employees, shareholders, subsidiaries, affiliates, agents, licensors and service providers from and against any and all third-party claims, liability, damages, expenses and/or costs of every kind (including reasonable attorneys’ fees) arising from (i) the use of Online Services by you or any of your account co-owners, co-borrowers and any other individuals who are authorized by you or by law to access your Credit Union

accounts online and/or to use your Online Services access, (ii) our reliance on your payment or transfer instructions, (iii) your breach of this Agreement, (iv) the performance or non-performance of other financial institutions, (v) your infringement, misuse or misappropriation of any intellectual property, and/or (vi) your fraudulent or unlawful conduct.

#### **L. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and applicable federal law. If any provision of this Agreement is determined to be illegal, unenforceable or invalid, all other provisions of this Agreement shall remain in full force and effect.

#### **M. OFAC Prohibitions**

You agree not to attempt to access Online Services from any country under sanctions by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"). (Information about which countries are under sanctions may be obtained on the U.S. Department of Treasury's website.) Any attempt by you to sign on to Online Services or use any of our online services from one of these countries may result in your access being restricted or blocked.

### **VII. RIGHTS, LIABILITIES AND OBLIGATIONS CONCERNING ELECTRONIC FUND TRANSFERS UNDER THE FEDERAL ELECTRONIC FUND TRANSFER ACT AND REGULATION E** *(Our official Regulation E disclosures are contained in our Account Rules and Regulations.)*

The federal Electronic Fund Transfer Act and Regulation E govern electronic fund transfers involving consumer checking and savings (share) accounts established primarily for personal, family or household purposes. An electronic fund transfer is a transfer of funds that is initiated electronically, such as by a Credit Union debit card, through an electronic device (such as a telephone, mobile device, or computer) or converted from a paper item for the purpose of authorizing us to debit or credit your account. By using your telephone, debit card, computer, or mobile device to make a transfer, or by making any other type of electronic fund transfer, you agree to the terms of this Agreement.

#### **A. Liability for Unauthorized Transfers.**

Tell us AT ONCE if you believe your debit card or security credentials have been lost or stolen, or if you believe an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you do not notify us promptly, you could lose all the money in your account plus your maximum amount available through your participation in our Overdraft Transfer Service, if any. If you tell us within 2 business days after learning of the loss or theft of your debit card or security credentials, you can lose no more than \$50 for

unauthorized transactions if someone uses your debit card or security credentials to access your account without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your debit card or security credentials, and we can prove we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

We will make available to you monthly account statements for your checking and share accounts unless there are no transactions in a particular month. In any case we will make statements available to you at least quarterly. If your statement shows transfers that you did not make or authorize, including those made by debit card, security credentials or other means, tell us at once. If you do not tell us within 60 days after the statement reflecting the unauthorized transfer was made available to you, you may not get back 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 told 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.

If you believe your debit card or security credentials have been lost or stolen, or if you believe a transfer has been made using information from your check without your permission, call our 24/7 Member Services or write to us at Card and ATM Services, using the telephone number or address included in Section IX - Contact Information.

## **B. Preauthorized Electronic Fund Transfers**

### **1. Your Right to Stop or Change Preauthorized Electronic Fund Payments and Transfers**

If you have told us in advance to make regular payments or transfers out of your account, you can stop or modify these payments or transfers as follows:

- a. Modifying or Cancelling BillPay Payment Instructions Initiated Through Online Services. You may modify or cancel recurring payments you established through BillPay by following the directions within the BillPay service. However, once BillPay has started processing a particular payment, you cannot change or cancel the payment, and you must submit a stop payment request. If you have questions about this process, call us using the telephone number included in Section IX - Contact Information.
- b. Modifying or Cancelling Transfers. You may modify or cancel any instructions you have given us online to transfer funds if you enter and transmit your changes through Online Services (and we receive them) prior to the time we begin executing your transfer instructions. You may also modify or cancel fund transfer instructions by contacting our

24/7 Member Services, using the number included in Section IX – Contact Information, at least 3 business days before the transfer is scheduled. If you call, we may require you to put your request in writing and get it to us within 14 days after you call.

- c. Fees. Standard service charges may apply for each change or stop payment order requested. Our fees are disclosed in our Service Fees and Terms, which is incorporated in our Account Rules and Regulations.

## **2. Notice of Varying Amounts**

If you have given another party preauthorization to debit funds from your account on a recurring basis, and the transfers vary in amount, the party you are going to pay will tell you at least 10 days before each transfer when the transfer will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside the limits that you set.

## **3. Failure to Stop Payment of Preauthorized Transfer**

If you order us to stop a preauthorized recurring transfer at least 3 business days before the transfer is scheduled, and we do not do so, we will be liable for your losses and damages caused by our failure except as otherwise limited in this Agreement.

## **C. Errors or Questions About Your Electronic Fund Transfers**

If you think your statement, receipt or any account or transaction information reflected on the display screens on Online Services is wrong, or if you need more information about a transfer, CALL US IMMEDIATELY at our 24/7 Member Services or write to us at Card and ATM Services. The telephone number and address for Member Services and Card and ATM Services is listed in Section IX - Contact Information.

We must hear from you no later than 60 days after the date we made available to you the FIRST statement on which the problem or error appeared. When you notify us: (i) tell us your name and account number, (ii) describe the error or the transfer you are unsure about (including the date it occurred), and explain as clearly as you can why you believe it is an error or why you need more information, and (iii) tell us the dollar amount of the suspected error. If you tell us in person or by telephone, we may require that you follow up your oral notice or questions in writing. If we require written notice, we must receive this writing within 10 business days of your oral notice.

Please refer to the Electronic Fund Transfers/Error Resolution section in our Account Rules and Regulations disclosure for important information about your rights and our obligations with respect to resolving errors or questions about your electronic fund transfers.

## **VIII. ARBITRATION**

**YOU HAVE THE RIGHT TO OPT OUT OF (NOT BE BOUND BY) THIS ARBITRATION PROVISION AS DESCRIBED IN SUBSECTION D BELOW. If you do not opt out and a Claim, as defined in subsection E below, is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general action or other representative action in court or in arbitration; or (4) unless all parties otherwise agree in writing, join or consolidate a Claim with claims of any other person or entity.**

### **A. General**

This Arbitration Provision describes when and how a Claim (as defined in subsection E below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons (the “arbitrator”) instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute (the “award”), which may be enforced as a court judgment. A court rarely overturns an arbitrator’s decision.

### **B. Governing Law**

This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”), and not by any state arbitration law.

### **C. Special Definitions**

Solely for purposes of this Arbitration Provision, “we,” “us,” and “our” mean (1) Local Government Federal Credit Union, each of its subsidiaries, affiliates, successors and assigns, and any of their employees, officers, directors and agents; (2) any service provider in connection with this Agreement, and (3) any other third party that you name along with us as defendants in a single proceeding.

### **D. Opt-Out Process**

If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written opt-out notice which specifies your name and address, identifies this Agreement and any applicable account(s)



accessed through Online Services, and includes a signed statement that you opt out of the Arbitration Provision. The opt-out notice must be signed by you and sent to us by mail (not electronically) at Credit Union, Attn: ARBITRATION, P.O. Box 28327, Raleigh, NC 27611. You should retain a copy of your opt-out notice and evidence of mailing.

**Any opt-out notice is effective only if it complies with the preceding requirements and is postmarked within thirty (30) days after the date you enrolled in Online Services.**

This is the only way you can opt out of the Arbitration Provision. Your decision to opt out will not have any other effect on this Agreement or your account(s) with us. If you don't reject this Arbitration Provision, it will be effective as of the date you first enrolled in Online Services.

### **E. Disputes Subject to Arbitration**

You or we may elect to have "Claims" arbitrated rather than resolved in court. The term "Claim" means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or your use of Online Services. "Claim" has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (4) disputes concerning your enrollment or information you gave us before enrolling in Online Services; (5) any agreement(s) you previously had with us concerning any of our online services; (6) disputes arising from or related to any services or downloaded content provided by or obtained from us in connection with this Agreement; (7) disputes arising from or related to any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning this Agreement; (8) claims brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity; and (9) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred prior to the date of your enrollment in Online Services. However, this Arbitration Provision will not apply to any Claim that was already pending in court before this Arbitration Provision took effect.

### **F. Disputes Not Subject to Arbitration**

Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) disputes that are within the jurisdiction of a small claims court (or an equivalent court). You or we may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to

close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, you or we may elect to compel arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court's jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver), which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide.

In addition, this Arbitration Provision does not prohibit you or us, at any time, from (1) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off or exercise a statutory lien or other lien granted by law or rule, the right to restrain funds in an account, recoupment, repossession, replevin or trustee's sales; (2) obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration), including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (3) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

### **G. Starting or Electing Arbitration**

You or we may start an arbitration by filing a demand with the arbitration administrator pursuant to the administrator's rules. You or we may also require arbitration of a Claim filed in court by filing a motion with the court to compel arbitration of the Claim. Even if you and we have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.

### **H. Choosing the Administrator**

The party who commences the arbitration may select either of the following arbitration organizations to administer the arbitration under their rules that apply to consumer disputes: the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), [www.adr.org](http://www.adr.org); or JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614 (1-800-352-5267), [www.jamsadr.com](http://www.jamsadr.com). You can obtain a copy of the administrators' rules by visiting their websites or calling them. The parties may also mutually agree to select an arbitrator who is an attorney, retired judge or arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the arbitrator's rules. If AAA and JAMS cannot or will not serve, and the parties are unable to select

an arbitrator by mutual consent, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all of the terms of this Arbitration Provision (including, without limitation, the Class Action Waiver). Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

### **I. Jury Trial Waiver**

**IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.**

### **J. Class Action Waiver**

**ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. THIS MEANS THAT IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY.** An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

### **K. Location and Costs of Arbitration**

Any arbitration hearing that you attend in person must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the arbitrator. Each administrator charges filing and administrative fees and the arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the arbitration organization and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration organization and/or arbitrator. The parties shall also

bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If we prevail in an individual arbitration that either you or we commenced, we will not seek to recover our attorney, expert or witness fees or our arbitration fees from you. Notwithstanding the foregoing, if the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

#### **L. Law Applied by the Arbitrator**

The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

#### **M. Right to Discovery**

In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.

#### **N. Arbitration Award and Right of Appeal**

At the timely request of either party, the arbitrator shall provide a written explanation for the award. However, if the amount in controversy exceeds \$50,000, you or we can, within 15 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with Subsection K above. The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction.

## **O. Rules of Interpretation**

This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Provision shall survive (1) the repayment of amounts owed under this Agreement or your account(s) accessed through Online Services; (2) any legal proceeding; (3) any sale, assignment or transfer of any of your accounts accessed through Online Services; (4) any bankruptcy to the extent consistent with applicable bankruptcy law; (5) any default, breach or repossession; (6) any termination, cancellation, closure, suspension or non-renewal of this Agreement and/or any of your account(s) accessed through Online Services; and (7) any termination, amendment, expiration or performance of any transaction between you and us. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Agreement, on the other hand, this Arbitration Provision shall govern. If provisions of this Agreement conflict with another agreement between you and us governing your accounts, or another agreement has terms and conditions not included in this Agreement, then the other agreement will control and take precedence unless this Agreement specifically states otherwise. The other agreement will only control with respect to the account(s) with which it is associated, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding our various online services or features that appear in another agreement covering your applicable account(s), but not in this Agreement, will also apply. Any changes to this Arbitration Provision will apply only prospectively unless we give you a right to opt out of the change or the entire Arbitration Provision.

## **P. Severability**

If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

## **Q. Notice and Cure**

Prior to initiating a lawsuit or an arbitration proceeding under this Arbitration Provision, you or we, as applicable, shall give the other party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you shall be sent in writing

by mail to the address you provided in connection with your account(s) accessed through Online Services (or any updated address you subsequently provide). Any Claim Notice to us shall be sent by mail to Credit Union, Attn: CLAIM NOTICE, P.O. Box 28327, Raleigh, NC 27611 (or any updated address we subsequently provide). Any Claim Notice you send must include your name, address, and information sufficient to identify your account(s) accessed through Online Services and explain the nature of the Claim and the relief demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The party giving a Claim Notice must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

## **IX. CONTACT INFORMATION**

### **Local Government Federal Credit Union**

#### **24/7 Member Services**

PO Box 27963

Raleigh, NC 27611-6807

Contact us by telephone at 888.732.8562

Email address: [info@lgfcu.org](mailto:info@lgfcu.org)

#### **Card and ATM Services**

PO Box 28540

Raleigh, NC 27611-8540

#### **Short Codes**

- 627328 – for Two-Way Text Messaging and Alerts you register to receive
- 23618 – for FTEU Irregular Card Activity Alerts (debit cards only)
- 72799 – for FTEU Irregular Card Activity Alerts (credit cards only – *This short code number will be changing to 91937 in early 2023.*)

**Ver. 3.1, 02-03-2023**