



Home Banking Agreement Electronic Fund Transfer Agreement & Disclosure

In this Agreement, the words “you” and “your” refer to the person(s) who signs the application for this Agreement. The words “we”, “us” and “our” mean Xplore Federal Credit Union. The words “home banking” includes any and all online account services, including online bill pay. The word “PASSWORD” means the password you select. You will be responsible for protecting the confidentiality of your PASSWORD. You agree that any person you provide the PASSWORD to shall be considered an authorized user and you will be responsible jointly and separately with the authorized user for any and all transactions. The word “Account” means those accounts with us which you may access by use of your PASSWORD and the Home Banking system. XPLORE FEDERAL CREDIT UNION’S Home Banking system is an electronically automated on-line service accessed either by a telephonic device or on-line computer through which, when used in conjunction with a PASSWORD, an electronic fund transfers may be initiated. The word “on-line Service Provider” means XPLORE FEDERAL CREDIT UNION’S website, your direct computer address, your internet service provider or other similar providers as may be offered in the future. A “business day” is a day the main office is open for business.

Each person (account holder) registering for Xplore Federal Credit Union’s home banking and each person you give the password can access any of the designated account(s) and otherwise use the home banking system.

You will be liable for unauthorized use of your Home Banking to the extent allowed by applicable federal and state laws. If you believe your Home Banking Username or Password has been lost, stolen, discovered, used, obtained by some unauthorized person or the Home Banking system has been compromised in any way you should change your password, review and monitor your account.

You must notify us immediately as you could lose all the money in your account(s). If you tell us within two business days, you will lose no more than \$50 if someone used your Home Banking Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Home Banking Password, and we can prove we could have stopped someone from using your Home Banking Password if you had told us, you could lose up to \$500.



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Also, if your statement shows transactions that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise 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 hospital stay) kept you from telling us, we may extend the time periods.

In case of errors or questions about your electronic transfers or payments, call or write to us at the telephone number or address listed herein as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send the first statement on which the problem or error appeared.

- 1) Tell us your name and account number. 2) Describe the error or the transfer you are unsure of and explain why you believe it is an error or why you need more information. 3) Tell us the dollar amount and the date of the suspected error. If you notify us orally, we may require that you send us your complaint in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes for us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.



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You may contact us by:

Telephoning us at (504)728-4853 or (888) U-XPLORE

Or write to:

Xplore Federal Credit Union
5500 Veterans Blvd
Metairie, La. 70003

Fax: (504)526-2545

We may terminate or cancel your use of the Home Banking system at any time at our sole discretion and without notice to you. We may give you notice of termination or cancellation, but we are not obligated to do so. Your PASSWORD may not be used with the Home Banking system after we terminate or cancel, and you will discontinue its use immediately. You may terminate or cancel the use of the Home Banking system by contacting the credit union at 504-728-4853 or 888-U-Xplore. Your termination or cancellation will become effective not later than the end of the first business day of notification. Be aware terminating Home Banking will also terminate access to Bill Pay and e-statements/notifications. The termination or cancellation of the use of your PASSWORD with the Home Banking system will not affect the liability incurred by you prior to termination or cancellation.

XPLORE FEDERAL CREDIT UNION Home Banking system requests will be processed within a reasonable time, generally within the same business day. When using our current Home Banking system, your transactions affecting account balances may be “live”, other communication may not be “live” and your communication will be reviewed by us later but usually within 1 business day.

You must keep your share account with us open in order to use the Home Banking system.

Except as changed by this Agreement, transactions initiated by the use of your PASSWORD with the Home Banking system are subject to the rules and agreements covering your Accounts with



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us, and this Agreement is made part of and supplemental to those rules and agreements.

You will pay any charges, as set out by our schedule of fees, as amended from time to time, that may be approved by our Board of Directors for your use of Home Banking. All approved charges may, at our option, be charged first to your checking account, followed by savings.

In order to process your request you agree we may request and you must meet our security requirements to identify authorized users.

You understand your PASSWORD when used with Home Banking may be used to, among other things, transfer funds between certain Accounts, withdraw funds from certain Accounts, make advances from certain Accounts and make payments to certain Accounts.

Your PASSWORD will be used only for the type of transactions and to have access to only those Accounts we have approved in advance. If through some error the use of your PASSWORD with Home Banking permits you to withdraw funds from an account you should not be allowed to use, we may charge the amount involved to an Account that you can use.

Your PASSWORD may not be used to overdraw any Account except for those accounts for which you have established overdraft protection. Such overdraft protection, if any, will be governed by the terms of those accounts.

We have no obligation to monitor how your PASSWORD is used or to notify you if we notice any unusual activity with regards to any of your Accounts which may be accessed by use of your PASSWORD. We have no obligation to monitor how you use Home Banking or to notify you if we notice any unusual activity with regards to any of your Accounts which may be accessed by use of Home Banking. You agree obtaining internet service is entirely your responsibility. You agree providing a computer to use the system is entirely your responsibility. You agree you are responsible for all charges assessed by communications companies, local and long-distance telephone companies, on-line service providers or other related companies.



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You agree we accept no responsibility for equipment failure or damage, computer viruses, or software damage which may occur as a result of your use of the Home Banking System. Even though we believe XPLORE FEDERAL CREDIT UNION'S Home Banking system will prove to be reliable, the system may not operate properly at all times. We, therefore, do not promise XPLORE FEDERAL CREDIT UNION'S Home Banking system will always be available for your use. You will not attempt to make a transfer when the system tells you or other circumstances give you reason to believe the system is closed or is not operating properly due to a technical malfunction or is otherwise unable to initiate the transaction you desire. You agree we assume no liability due to your inability to access XPLORE FEDERAL CREDIT UNION'S Home Banking system for any reason, including but not limited to, communication problems or interruption or equipment failure.

Except as provided herein, in no event shall we have any liability to you or any third party for any damages, including but not limited to indirect, special or consequential damages, resulting from or arising out of this Agreement. Furthermore, you agree to indemnify and hold us, our officers, employees, agents and assigns harmless against any third party claim, demand, suit, action or other proceeding related to this Agreement.

This Agreement may be changed from time to time. Notice of any such change, unless otherwise required by applicable law, will be sent electronically. Changes will be effective when sent.

We can delay enforcing any of our rights under this Agreement without losing them. The fact that we do not enforce our rights in one instance does not mean we will not do so in another instance.

This Agreement and all transactions under this Agreement will be governed by Louisiana law and applicable Federal law.

You hereby acknowledge receipt of a copy of this Agreement and agree to all of the terms set forth therein.