

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR VISA CHECK CARD ("CARD"), OUR PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM ("ONLINE BANKING"), OUR TEXT MESSAGING ACCOUNT ACCESS SYSTEM ("TEXT BANKING"), AND OUR MOBILE INTERNET ACCOUNT ACCESS SYSTEM ("MOBILE BANKING"), EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE, AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").**

**VISA CHECK CARD, ONLINE BANKING, TEXT BANKING, MOBILE BANKING AND E-CHECK AGREEMENT.** This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to the following: (a) Your Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Card; (b) Our Online Banking system; (c) Our Text Banking system; (d) Our Mobile Banking system; and (e) any check which You authorize the payee to process electronically. An electronic fund transfer is any transfer of funds which is performed through the use of Your Card, Our Online Banking system, Our Text Banking system, Our Mobile Banking system, E-Check or other electronic device. You understand that Your Card and any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of Your Card, PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or other Account access device; (b) that We may follow all instructions given to Machines; (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law; and (d) that each withdrawal by You or by any authorized user of Your Card or PIN may be charged to Your savings or checking Account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your savings Account in any order We determine; and (2) We cannot honor stop payment requests on ATM and POS withdrawals.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your savings and/or checking Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges. For security reasons there are limits on the number of transactions that may be processed each day.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES.** You will be issued separate Personal Identification Numbers (PINs) to be used in conjunction with VISA Check Card transactions and Access Codes to be used in conjunction with Online Banking, Text Banking, and Mobile Banking. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your savings Account or Your checking Account to cover such transactions.

**OTHER AGREEMENT.** If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

**BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays and holidays.

**DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits made at Xplore Federal Credit Union locations may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

### TYPES AND LIMITATIONS OF SERVICES

**VISA CHECK CARD TRANSACTIONS.** You may use Your Card and PIN in any of Our network of ATMs and such other machines or facilities as We may designate.

Except for Cards linked to Renew Debit deposit Accounts, You may: (a) deposit cash and checks to Your Account(s); (b) withdraw cash from Your primary share and share draft Account(s), not to exceed the available funds in Your Account (primary share and share draft combined); (c) transfer funds between Your primary share and share draft Account(s); (d) obtain advances on Your line of credit account with Us; and (e) make balance inquiries on Your primary share and share draft Account(s) with Us. You may also use Your Card to purchase goods and services ("POS") at any business establishment where the Card is accepted, not to exceed the available funds in Your Account (primary share, share draft and line of credit combined).

For Cards linked to Renew Debit Accounts, You may: (a) deposit cash and checks to Your Account(s); (b) withdraw cash from Your primary share and share draft Account(s), not to exceed the available funds in Your Account (primary share and

share draft combined); (c) transfer funds between Your primary share and share draft Account(s); (d) obtain advances on Your line of credit account with Us; and (e) make balance inquiries on Your primary share and share draft Account(s) with Us. You may also use Your Card to purchase goods and services ("POS") at any business establishment (except rental car merchants) where the Card is accepted, not to exceed the available funds in Your Account.

**ONLINE BANKING TRANSACTIONS.** At the present time, You may use Online Banking in conjunction with Your Access Code, an internet connection and a personal computer for the following services: (a) transfer funds between Your share and share draft Accounts; (b) verify Your share and share draft Account balances; (c) make loan payments from Your share and share draft Accounts; and (d) make miscellaneous inquiries on Credit Union services that affect Your Account. Online Banking operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please try again later when service is restored.

You may also use the Online Banking platform to access the Bill Pay feature, which can then be used to issue payments to third parties on Your behalf, subject to the available funds in Your Account(s) (primary share, share draft and line of credit combined). Activation of the Bill Pay feature requires a share draft Account in good standing. By activating the Bill Pay feature You authorize Us to post any such payments requested by You to Your Account(s). Payments requested by You through the use of the Bill Pay feature will be made by check or by electronic fund transfer. The Credit Union cannot guarantee the time any payment will reach any of Your creditors and accepts no liability for any service fees or late charges levied against You. Payments requested to be sent on dates that do not exist in a given month (i.e. February 30th or April 31st), or fall on Saturdays, Sundays, federal reserve and other Credit Union observed holidays will be sent on the next business day. In addition, payment requests received prior to Our cut-off time on a day that We are open will be processed on that day, whereas payment requests received after Our cut-off time will be processed on the next business day.

Through the use of the Online Banking platform You may access the External Transfers (e-transfer) feature and transfer funds from: (i) Your Credit Union Accounts to other shares owned by You that are located at financial institutions outside of the Credit Union; and (ii) deposit accounts owned by You that are located at financial institutions outside of the Credit Union to Your Credit Union Accounts.

**TEXT BANKING TRANSACTIONS.** At the present time, You must log into Online Banking to activate Your Text Banking Account feature. You may use Text Banking in conjunction with Your Access Code, and a cellular phone or smartphone with text messaging capability, for the following services: (a) transfer funds between Your share and share draft Accounts; (b) verify Your share and share draft Account balances; (c) obtain the last five (5) transactions in Your primary share Account; and (d) miscellaneous inquiries on Credit Union services that affect Your Account. Text Banking operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please try again later when service is restored.

**MOBILE BANKING TRANSACTIONS.** At the present time, You may use Mobile Banking in conjunction with Your Access Code and an internet enabled mobile computing device (e.g. smartphone or tablet) to make the following types of transactions on designated accounts: (a) transfer funds between Your share and share draft Accounts; (b) verify Your share and share draft Account balances; and (c) make miscellaneous inquiries on Credit Union services that affect Your Account. Mobile Banking operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please try again later when service is restored.

You may also use the Mobile Banking platform to access the Bill Pay feature, which can then be used to issue payments to third parties on Your behalf, subject to the available funds in Your Account(s) (primary share, share draft and line of credit combined). You authorize Us to post any such payments requested by You to Your Account(s). Payments requested by You through the use of the Bill Pay feature will be made by check or by electronic fund transfer. The Credit Union cannot guarantee the time any payment will reach any of Your creditors and accepts no liability for any service fees or late charges levied against You. Payments requested to be sent on dates that do not exist in a given month (i.e. February 30th or April 31st), or fall on Saturdays, Sundays, federal reserve and other Credit Union observed holidays will be sent on the next business day. In addition, payment requests received prior to Our cut-off time on a day that We are open will be processed on that day, whereas payment requests received after Our cut-off time will be processed on the next business day.

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You may also use the Mobile Banking platform to access the remote deposit capture system in order to initiate the deposit of checks into Your share and share draft Account(s) You have with Us. You understand and agree that the remote deposit of Items into Your deposit Accounts with Us through use of the remote deposit are not subject to the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.) or Regulation E (12 CFR 1005.1 et seq.). The remote deposit of Items into Your designated deposit Accounts with Us is instead governed solely by the terms and conditions set forth in the separate remote deposit capture agreement.

**E-CHECK TRANSACTIONS.** You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from Your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

**OWNERSHIP OF ACCESS DEVICES.** Your Card and/or any other Account access device will remain Our property and any such Card or other Account access device We may issue may be cancelled or its use restricted by Us at any time without notice, except as may be required by applicable law. You agree to surrender any such Card and/or access device and to discontinue its use immediately upon Our request. You will be required to return any Account access device(s) to Us immediately upon the closing of Your Account.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payor), You can call Us at (888) 897-5673 to find out whether or not the deposit has been made.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any pre-authorized payments, call Us at the telephone number shown in this Agreement, or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request 3 business days or more before the payment is scheduled to be made. If You call, We may require You to put Your request in writing and get it to Us within 14 days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

**NOTICE OF VARYING AMOUNTS.** If regular pre-authorized payments may vary in amount, the person You are going to pay will tell You, 10 days before each payment, when it 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 certain limits that You set.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.** If You order Us to place a stop payment on one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account (except Online Banking, Text Banking, Mobile Banking, telephonic and mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

**FEES.** We may assess reasonable charges against Your Account for electronic fund transfers. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on Our fee schedule. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule, Online Banking, Text Banking, and Mobile Banking information after Your Account is established. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough available funds to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken; (e) Your Card is retrieved or retained by an ATM; (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account; (g) the money in Your Account is subject to legal process or other claim; (h) there are other lawful exceptions established by Us and You are given proper advance notice of them; (i) You exceed any limits on Your Account; and (j) the VISA network does not allow the transaction to proceed due to anti-fraud or similar consumer protections employed by that network.

**LIABILITY FOR UNAUTHORIZED USE.** Telephone Us at once at (888) 897-5673 or after hours at (800) 547-3666 or write to Us at 5500 Veterans Memorial Blvd. Suite 100, Metairie, LA 70003 if You believe Your Card or PIN have been lost or stolen or if You believe that 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. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable).

If You tell Us within two business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50.00 if someone uses Your Card or PIN without Your permission. If You fail to tell Us within two business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, then You could lose as much as \$500.00.

Additionally, if Your periodic statement shows transactions that You did not make, You will tell Us at once. If You fail to tell Us within 60 days after We mail You the periodic statement, You might not get back any money You lost after the 60 days if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. **Exception:** You will have no liability for unauthorized use of Your VISA Check Card as long as You report the loss or theft of Your VISA Check Card within two business days. **These exceptions do not apply to: (a) transactions that originate at an ATM; or (b) transactions that originate from Your gross negligence; or (c) transactions that originate from Your fraudulent use of Your VISA Check Card; or (d) transactions processed through non-VISA networks without cardholder PIN validation.**

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.** Telephone Us at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You 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 about, and explain as clearly as You can why You believe it is an error or why You need more information.
- (3) Tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within 10 business days. If We need more time, however, We may take up to 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 Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale VISA Check Card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made. If We decided that there is no error, We will send You a written explanation within three business days after We finish Our investigation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred.

**UNAUTHORIZED TRANSFERS.** To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us at (888) 897-5673 or after hours at (800) 547-3666. You may also report the loss of a Card, PIN, Access Code or any combination thereof, by writing to Us at the address shown in this Agreement. You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable

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central processing date, which rate may vary from the rate VISA itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. For transactions that are initiated in a foreign currency, You will be charged 2.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 2.00% of the final settlement amount. Transactions initiated via the internet with merchants or other parties located outside of the United States of America are deemed to occur in the foreign country where the merchant or other party is located.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant;

or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

**TERMINATION.** We may terminate Your right to use Your Card, PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Louisiana except to the extent that such laws are inconsistent with controlling federal law.

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