

# **GFA Federal Credit Union**

## **Member Online Banking and Mobile Services Agreement**

The first time you access your accounts with GFA Federal Credit Union (GFA) through GFA's Online Banking, you agree to be bound by all the terms and conditions of this Online Banking and Mobile Services Agreement (Agreement) and acknowledge your receipt and understanding of this disclosure. This Agreement will be governed in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of Massachusetts. Each of your accounts at GFA are also governed by the applicable account disclosure Terms and Conditions provided at account opening and also located on the GFA website, [gfafcu.com](http://gfafcu.com).

### **GFA's Online Banking Services**


You can access your GFA accounts through Online Banking or Mobile Banking seven days a week, 24 hours a day. However, at certain times, some or all of GFA's Online Banking Services or Mobile may not be available due to system maintenance. You will be notified of system maintenance in advance when possible. For purposes of this Agreement, our business days and hours are Monday through Friday, from 9:00 a.m. to 5:00 p.m., excluding Federal holidays.

To access your GFA accounts through Online Banking/Mobile, you must have an active GFA account, complete an online banking application, accept all applicable disclosures and select a user ID. Once your application is accepted you will be able to select a password and security image. Your online password can be changed within Online Banking using the My Profile button. For security purposes, we recommend that you change your password every 90 days, and that you use Password Complexity; which will require a minimum of eight (8) characters and must include: one (1) upper and one (1) lower alpha character and one (1) numeric character. Additionally, for security purposes it is recommended that you memorize this online password and do not write it down and that you change your password any time you think that it is warranted. You are responsible for keeping your password, account numbers and other account data confidential. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement(s) upon receipt. If you believe there are any errors in our records, you must immediately call GFA Federal Credit Union at 978-632-2542. If you believe that your online password may have been compromised, or that someone has transferred or may transfer money from your account without your permission, notify GFA at once at 978-632-2542.

### **Equipment Requirements**

In this Agreement, the term "computer" shall mean your electronic/mobile device, modem and any other related equipment and communication. The installation, maintenance and operation of your equipment, including, but not limited to, your computer, and access through your internet access provider is your responsibility. We are not responsible for any errors or failures from any malfunction of your computer and we are not responsible for any computer virus or related problems that may be associated with the use of the Service. System patching and virus protection is your responsibility.

## **Secure Messaging and Electronic Communications**

Sending Secure Messages through Online Banking/Mobile is a secure way to communicate with GFA. Secure Messaging is accessible through Online Banking in the Banking Service Center, you also have the ability to send us a secure message anywhere within Online Banking where you see a  next to a transaction. To ensure the security of your account information, you agree that you will use Secure Messaging within Online Banking and Mobile when asking specific questions about your account(s). You also agree that any communication from us to you regarding your online banking/mobile accounts, including any disclosures or other information required to be delivered under applicable law, may be delivered to you in electronic form and that this electronic communication will be in lieu of written communication. This includes but is not limited to, any change in terms notice affecting your use of Online Banking or Mobile. You have the ability to print any of these electronic notifications using the “print” function located in your web browser additionally a paper copy can be requested at any time by contacting the Credit Union at 978-632-2542.

## **GFA’s Bill Pay**

GFA’s Bill Pay Services allow you to schedule payments securely, at your convenience, seven days a week to a person or business in the United States. We reserve the right to refuse to pay certain payees.

With Bill Pay, you can schedule payments for current, future, and recurring bills from your GFA checking accounts. There is no limit to the number of payments that may be authorized, however there is a maximum dollar amount for a single payment made in a 24-hour period (\$9,999.99).

By providing us with the names of payees, you authorize us to follow your payment instructions to the payees that you provide to us through Bill Pay. A “payee” refers to a person or business within the United States whom you wish to make a payment.

When GFA receives payment instructions from you, you authorize us to charge your selected GFA checking account and remit funds to the payee on your behalf. The funds will be withdrawn the day you designate the payment to be sent on. Our third party company, ACI, will make the payment by transferring funds electronically or by mailing a check payable to the payee on the “send date”. Payments requested to be sent on a Saturday, Sunday, or Federal Holiday will be processed on the next Business Day. You will need to make sure that if a recurring payment falls on a Saturday, Sunday, or Holiday that you reschedule the payment to ensure that the payment is received by the due date.

While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of GFA (such as delays in mail handling, payment posting, slow responding companies or financial institutions), some transactions may take longer than anticipated. For this reason, it is recommended that all payments be scheduled to occur at least seven (7) business days prior to the day you would like a payee to receive the payment.

Additionally, we recommend that you do not schedule the payment to be made during any grace period that your payee grants. When scheduling a payment, Bill Pay will provide you with an expected delivery date, and you can determine then if you want to make the payment sooner.

ACI will use its best efforts to process all of your payments properly, however, neither GFA nor ACI shall incur any liability if it is unable to complete any payments initiated by you through GFA's Bill Pay Service because of the existence of any one or more of the following circumstances:

1. Your selected account does not contain sufficient funds to complete the transaction.
2. The Bill Pay processing center is not working properly and you have knowledge of this prior to executing your payment request.
3. You have not provided the correct/complete name(s) or account information for those persons or entities to whom you wish to direct payment.
4. Circumstances beyond our control such as, but not limited to, fire, flood, or interference from an outside source that would prevent the proper execution of the transaction despite our best efforts to avoid these circumstances.

You have the right to stop any scheduled payment. To cancel a payment you must cancel the scheduled payment in Bill Pay at a minimum of one business day prior to the date you scheduled the payment to be sent. You cannot cancel a payment on the designated day a payment is to be sent.

Any documentation provided to a consumer which indicates that an electronic funds transfer was made to another person shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

### **Payment Guarantee**

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace period. Payments that are due on weekends and holidays must be scheduled to be received on the business day prior to the weekend or holiday.
2. The payment was not made to an "excluded merchant or payee":
  - a. Tax entities
  - b. Collection agencies
  - c. Court ordered payments
  - d. Payments outside of the United States \*\*
  - e. Payments located in the Armed Forces Postal Code, such as AE and AP
  - f. Payments to settle security transactions
  - g. Payments to payoff special or delayed financing for purchases
  - h. Payments to credit counseling agencies

\*\* These payments are not permitted through GFA's Bill Payment Service

3. The information provided by you was 100% complete and accurate.
4. You have sufficient and available funds available in your account to pay the bill.

### **Cancellation**

If you wish to cancel ANY service offered through GFA's Online Banking or Mobile Services, please contact GFA at 978-632-2542 or send us cancellation instructions in writing to GFA, P.O. Box 468 Gardner, MA 01440. If, for any reason, you wish to stop using Bill Pay, we strongly recommend that you cancel all future payments yourself using Bill Pay or by calling the credit union at 978-632-2542 for assistance. This will ensure that future payments and transfers made by you will not be duplicated. We will continue to maintain your accounts until you notify us otherwise.

If you do not access your GFA accounts through online banking for a six (6) month period, GFA reserves the right to disconnect your service without notice. Please note that your payment information will be lost if you are disconnected from the service. GFA reserves the right to terminate your use of the Bill Pay Services in whole or part, at any time without prior notice. After cancellation, GFA online banking services may be reinstated by calling GFA at 978-632-2542.

### **Transfers**

Transfers can be processed in the following manner:

- You can transfers money between your personal accounts
- You can send money to another GFA Member, as long as they consent and provide you with the required transfer information.
- You can send money to another individual who does not bank with GFA.
- You can send money to another one of your accounts that do not reside at GFA.

An electronic funds transfer initiated prior to 2pm through Online Banking and Mobile during "business days and within business hours" will be initiated the same day it is scheduled. Electronic funds transfers initiated through Online Banking may result in an overdraft of your account and may, at GFA's discretion, be cancelled. In addition, you will be charged the same overdraft charges that apply to your account.

For all savings accounts; during any statement cycle, you may not make more than six (6) transfers and/or withdrawals, or a combination, to another GFA account of yours (including a transaction account), or to a third party by means of preauthorized or automatic transfer or telephonic or electronic (computer) agreement, order or instruction, or by check, draft, debit card, if applicable, or similar order made by you and payable to a third party. If you exceed these transfer limitations, we may refuse to make that transfer, suspend or close your account, or require you to open additional transaction

(checking) accounts and/ or assess a fee for each incident as set forth in our Fee Schedule. In addition, if a hold has been placed, in accordance with our Funds Availability Policy, on deposits made into an account from which you wish to transfer funds, you may not transfer the portion of the funds held until the hold expires.

For security reasons, we may limit the frequency and dollar amounts from your account on a daily and monthly basis.

GFA will use our best efforts to process all transactions properly, however, GFA shall incur no liability if it is unable to complete any transfers initiated by you through Online Banking or Mobile because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection/ privilege.
2. The online banking processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction.
3. Circumstances beyond the control of GFA such as, but not limited to, fire, flood, or interference from and outside force that would prevent the proper execution of the transaction, despite the fact that GFA has taken reasonable precautions to avoid those circumstances.

**NOTICE** – Initiation of certain electronic funds transfers from your account will, except as otherwise provided in the agreement, effectively eliminate your ability to stop payment of the transfer. Unless otherwise provided in this agreement, you may not stop payment of electronic funds transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment. To view our full electronic disclosure, please see GFA Terms and Conditions which are linked to this document.

## **Stop Payments**

### **Item Description:**

If you request to stop payment through Online Banking via our Banking Service Center, you must warrant that the information describing the check, including the amount and check number is correct. You also understand the exact amount of the check is necessary for GFA to stop payment. If you provide us with the incorrect amount or any other incorrect information, GFA will not be responsible for failing to place the stop payment on the check. Please see our fee schedule for applicable fees.

### **Agreement:**

You agree that unless your stop payment order is received by GFA within a reasonable time for GFA to act on the stop payment order prior to final payment, certification, or similar action on the check, that GFA will not be responsible for stopping payment. You also agree that you may not stop payment on any point-of-sale EFT, cashier or certified check or any check or payment guaranteed by you. You also

understand that your stop payment request is conditional and subject to GFA verification that the check has not already been paid or that some other action to pay the check has not been taken by you.

You understand that your stop payment order will be effective for a period of six months from the original stop payment date, unless you release this order or renew the order for additional periods, in writing. You also understand that there is a charge for each stop payment order requested, as described in the Fee Sections of the Terms and Conditions.

Indemnification: You agree to indemnify and hold harmless GFA from all costs, including attorney's fees, action, damages, or claims related to or arising from your action in refusing payment of the check, including claims of any joint depositor, payee, or endorser or in the failing to stop payment of a check subject to this order or upon return of the original check.

By submitting the stop payment request electronically, you acknowledge that the transaction you stopped payment on was not properly authorized or that a previously existing authorization has been revoked. You also agree to pay any fee presented to you at the time of the request.

## **Fees**

Online Banking and Mobile : There are no monthly or transaction fees associated with accessing your accounts through Online Banking, however, fees may be assessed by your Internet Service Provider. You agree to be responsible for any telephone, mobile or internet access charges incurred by accessing your GFA accounts through Online Banking. All other account related fees can be found in the fee schedule of our Terms and Conditions.

Bill Pay: There are no monthly or transactional fees associated with paying your bills through Bill Pay however, there are Stop Payment and NSF/Uncollected Funds fees that apply to your account. These fees are outlined in the Fee Schedule section of the Terms and Conditions. Additionally, Bill Pay offers Expedited Bill Payments at a fee, the associated fee will be presented to you for your approval prior to the transaction taking place.

We reserve the right to change the charges, fees or other terms described in the Terms and Conditions, as well as term described in this Agreement. When changes are made to any fees or charges, we will notify you through email or send a notice to you at the address shown on our records. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limitations. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the account services to which these changes relate.

## **New Services**

GFA may, from time to time, introduce new online services. We will notify you of the new services, and you agree to be bound by the new rules communicated to you concerning those services if you use those services when they become available.

## **Confidentiality**

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

1. It is necessary for completing transfers.
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
3. In order to comply with government agency or court orders.
4. If you give us your written permission.

Additional information is available by reviewing our [Privacy Policy](#).

## **Your Liability**

You are responsible for all transfers and bill payments you authorize using GFA's Online Banking services. If you authorize others to either use your Online Banking or Mobile credentials or you assign them their own Online Banking or Mobile credentials using the "entitlements" feature with Online Banking, you are responsible for any and all actions/transactions they authorize/conduct from your accounts and hold GFA harmless of all of their actions. To protect your privacy, GFA will not be able to assist individuals you have granted access to within Online Banking or Mobile, unless that individual is an owner or signer on said account.

If you believe that your Password has been lost or stolen or that someone transferred or may transfer money from your account without your permission, call us immediately at, 978-632-2542 or write/visit us at GFA Federal Credit Union, P.O. Box 468, 229 Parker St., Gardner, MA 01440.

## **Our Liability**

We will be responsible for your actual losses if they were directly caused by our failure to complete a transfer to or from your accounts on time or in the correct amount according to our agreement with you. However, there are some exceptions. We will not be liable, for instance:

- (a) If, through no fault of ours, you do not have enough money in your account to complete a transaction from that account, or if withdrawals from any of your accounts have been prohibited by a court order such as a garnishment or other legal process, or if that account has been closed.
- (b) If the transfer or bill payment would go over the limit on your overdraft line of credit Account.
- (c) If you have not properly followed the instructions on how to make a transfer or bill payment or if your computer or other equipment fails or malfunctions.

(d) If you have not given us complete, correct and current instructions so that we can make a transfer or bill payment.

(e) If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.

(f) If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.

(g) If we have reason to believe that a transaction has not been properly authenticated or is fraudulent.

(h) If the Bill Pay service was not working properly and you knew or should have known about the breakdown when you attempted to authorize a transfer or bill payment.

(i) If circumstances beyond our control prevent the making of a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include delays or losses of payments caused by the U.S. Postal Service, equipment failure or breakdown, acts of God or other conditions beyond our control. We will be responsible for acting only on those instructions sent through the Service, which we actually receive.

(j) For other exceptions to our liability as stated in our Electronic Fund Transfer Agreement.

(k) GFA's sole responsibility for an error in a transfer will be to correct the error, but in no case shall GFA be liable for any indirect, incidental, special or consequential damages, except to the extent such limitation of liability is not permitted by law.

### **Error Resolution**

In case of errors or questions about your transactions through GFA's Online Banking or Mobile, contact us immediately at 978-632-2542 or write/visit us at GFA Federal Credit Union, P.O. Box 468, 229 Parker St., Gardner, MA 01440. Please see our Terms and Conditions for GFA's full Electronic Funds Disclosure.

### **Third Party Services**

GFA's Online Banking and Mobile may at times provide links to web pages, when you access those web pages provided by third parties, you are leaving the Credit Union's secure site.

### **Internet Gambling**

You agree not to process transactions that are restricted under the Unlawful Internet Gambling Enforcement Act (UIGEA). Internet gambling transactions are prohibited and should not be processed through any accounts.

### **Other General Terms**

In addition to this Online Banking and Mobile Service Agreement, and the GFA Terms & Conditions, you agree to be bound by and will comply with the requirements of the Electronic Funds Transfer Disclosure and Agreement, which informs you of the terms and conditions governing the use of our electronic transfer services. If you use or allow others to use the electronic services offered by GFA Federal Credit



Union, you are agreeing to the terms and conditions of the Electronic Funds Transfer Disclosure and Agreement.

Except as specifically provided in the Agreement or where the law requires a different standard, you agree that neither GFA nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, GFA Federal Credit Union, internet browser providers, internet access providers, or an agent or subcontractor of any of the foregoing. Nor shall GFA, or the service providers, be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, or internet browser or access software.