

Web-24 Agreement and Disclosure Policy

This Agreement and Disclosure ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Summit Federal **Web-24** for Members (hereafter referred to as **Web-24**) services offered to you by Summit Federal Credit Union ("Credit Union"). **Web-24** service permits you to electronically initiate account transactions involving your accounts. In this Agreement, the words "you", "your" and "yours" mean those who request and use **Web-24**, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we", "us", and "our" mean Summit Federal Credit Union. The word "account" means any one or more accounts you have with the Credit Union. By requesting and using the **Web-24** service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

Web-24 SERVICE:

ACCOUNT ACCESS

If we approve your application for **Web-24**, you may use your personal computer to access your accounts. You must use your personal identification number ("PIN")/Password along with your user name to access your accounts. You must maintain an active checking account with Summit FCU. You will need a personal computer with a modem and access to the Internet in order to use **Web-24**. You are responsible for the installation and maintenance of your computer. You will have access to this system from up to three discrete computers that are registered with our system. The Credit Union is not responsible for any errors or failures involving any telephone service, Internet service, or for the software or hardware of your computer.

TYPES OF TRANSACTIONS

You may use **Web-24** to:

Review account balance for any of your checking, savings, and loan accounts;

Review transaction history for any of your checking, savings, and loan accounts;

Make transfers between any of your checking and savings accounts;

Make your Credit Union loan payments from your checking or savings accounts;

Withdraw funds from your regular share account by check to be mailed to you at your address of record;

Review checks that have cleared from your checking account;

Request text messages to notify you of specific activity on your account;

Pay your bills;

Inquire if a specific check has cleared;

Change your personal identification number/password;

Conduct any other transactions permitted by the Credit Union.

Transactions involving your deposit accounts will be subject to the terms and conditions of your account agreement as applicable.

SERVICE LIMITATIONS

The following limitations on **Web-24** transactions may apply in using the services listed above:

1.) TRANSFERS. You may make funds transfers to other Summit Federal Credit Union accounts of yours as often as you like. However, Federal regulations limit pre-authorized transfers from your regular share account. During any given month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer. This includes transfers by phone, fax, wire, cable, overdraft transfers to checking, and Internet instruction.

The Credit Union will not be required to complete a withdrawal or transfer from your share accounts if you do not have enough money in the designated account to cover the transaction. You agree not to use **Web-24** to initiate a transaction that would cause the balance in your designated share account to go below the required minimum balance. We will not be required to complete such a transaction, but if we do so, you agree to pay us the excess amount or improperly withdrawn or transferred amount and any overdrawn account fees resulting from such transactions, immediately upon our request. We will also decline to complete your **Web-24** transactions if we have canceled your access to **Web-24** or we cannot complete the transaction for security reasons.

2.) ACCOUNT INFORMATION. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to processing time and our Funds Availability Policy.

3.) E-MAIL. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action until we actually receive your message and have a reasonable opportunity to act. Requests for funds transfer as well as the transmittal of account information should not be communicated to the Credit Union through the use of E-mail. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at 330-376-3626.

PERSONAL IDENTIFICATION NUMBER "PIN"/PASSWORD SECURITY

The PIN/Password issued to you for initial access to **Web-24** is for security purposes. You should change your PIN/Password for security reasons the first time you use the service. Your PIN/Password is confidential and should not be disclosed to third parties or recorded. You agree to accept responsibility for protecting the integrity of your PIN/Password. You agree not to disclose or otherwise make your PIN/Password known to anyone not authorized to sign on your accounts. Granting access to your account through use of **Web-24** to any non-owner will make you financially liable for all access, losses, or misuse of your account(s) until reported to us. You also agree that we may revoke your **Web-24** access at any time without notice to you. Tell us at once if you believe your PIN/Password has been lost or stolen.

FEES FOR Web-24 SERVICE

There may be certain charges for services available in **Web-24** as set forth on the Credit Union's Fee Schedule. These fees may change from time to time as determined necessary by the Credit Union Board of Directors. We will notify you of any changes as required by law. There is currently no monthly charge for unlimited **Web-24** service per account per month. If a fee is instituted it will be automatically deducted from your checking account at the end of each month and you will be notified 30 days ahead of time of implementation of such fees. If funds are not available in your checking account to pay the fee it will be deducted from your savings account. To obtain a Rate and Fee Schedule, visit either Summit FCU branch or call SFCU at (330) 376-3626.

MOBILE MESSAGING

To participate in the Service's text messaging program, you must have an SMS/text messaging-enabled mobile phone. YOU are responsible for standard text rates and/or data usage rates that apply in conjunction with any of the terms and conditions of your agreement(s) with your cell phone carrier.

PERIODIC STATEMENTS

Your periodic statement will clearly identify each electronic transaction. There will be a monthly account statement available for each month in which you initiate electronic transactions. No other receipts will be mailed. You agree by accessing your account through **Web-24** to receive all Summit FCU account statements through **Web-24**/E-mail. By applying to use and accepting the terms of this Agreement, Summit FCU will not mail statements to you through the U.S. Mail, they will only be received by E-mail until such time as **Web-24** access is revoked by you or Summit FCU. You will have access to an account statement at least quarterly if there is no electronic transaction activity on your account.

CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for any returned check fees resulting from our failure to perform the transaction. However, the Credit Union will not be liable:

If, through no fault of ours, you do not have adequate funds in your account to complete a transaction or if your account is closed.

If you used the wrong PIN/password or you have not properly followed any applicable computer, Internet access, or Credit Union user instructions for making transfers or payments.

If your computer fails or malfunctions or **Web-24** was not properly working and such problem should have been apparent when you attempted such transaction.

If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent completion of the transaction.

If the funds in the account are subject to an administrative hold, legal process, or other claim.

If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can process the transfer or payment.

If the error was caused by a system beyond the Credit Union's control, such as your Internet Service Provider.

If there are other exceptions as designated by the Credit Union from time to time.

DISCLOSURE OF INFORMATION TO THIRD PARTIES

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

- 1.) Where it is necessary for completing transfers, or
- 2.) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- 3.) In order to comply with government agency or court orders, or
- 4.) To our affiliates or for purposes of offering or providing you other products or services, or
- 5.) If you give us your written permission.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Call us at 330-376-3626 or write;

Summit Federal Credit Union, P O Box 1460, Akron, Ohio 44309.

As soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after the date of the FIRST statement on which the problem or error appeared.

- 1.) Tell us your name and account number.
- 2.) Describe the error or 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.

We will tell you the results of our investigation within 10 business days (20 business days if your question or complaint involves a transaction to or from an account opened within the last 30 days) after we hear from you and correct any error promptly. If we need more time, however, we may take up to 45 business days (90 business days if your question or complaint involves a transaction to or from an account opened within the last 30 days) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if your question or complaint involves a transaction to or from an account opened within the last 30 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.

If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of documents that we used in our investigation. The Credit Union may revoke any provisional credit provided to you if we find an error did not occur.

If your alleged error or question relates to a transfer that resulted in an advance on your Home Equity Line of Credit, after we hear from you, we cannot try to collect any advance on your account's Home Equity Line of Credit you question, or report you as delinquent.

We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned advance on your account's Home Equity Line of Credit while we are investigating, but you are still obligated to pay the advances that are not in questions. If we find that we made a mistake, you will not have to pay any finance charges related to the questioned advance(s).

If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned advance(s). In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent.

However, if our explanation does not satisfy you and you write to us within ten(10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

STOP PAYMENTS

The transactions you perform on **Web-24** are "real time" transactions and cannot be canceled except by performing corresponding reverse transactions. If you transfer money into a third party account, transfer money into your club accounts, or make payments on your loan accounts, you will not be able to reverse those transactions.

If you have arranged with the Credit Union in advance to make regular periodic payments out of your account, you can stop any of those payments by following these procedures:

- 1.) Call or write the Credit Union at the telephone number or address set forth above in time for it to be received three (3) or more business days before the payment is scheduled to be made.
- 2.) If you call, the Credit Union may require you to put your request in writing so that it reaches the Credit Union within 14 days after you call.

If you order us to stop one of these payments three (3) business days or more before the transaction is scheduled, and we do not do so, we will be liable for any returned check fees resulting from our failure to perform the transaction.

AUTHORIZATION TO OBTAIN INFORMATION

You agree that we may obtain and review your credit report or other information about you from an authorized credit bureau or other person.

COORDINATION OF AGREEMENTS

These Disclosures and Agreements constitute the agreement between you and us related to the Service and supplement any other agreement or disclosure related to any of your accounts.

In the event of a conflict between these Disclosures and Agreements and any other agreement or disclosure related to any of your accounts, any statement by our employees or agents, or any representation or statement relating to or set forth in the Software, as to matters relating to the Service, these Disclosures and Agreements shall control.

ACKNOWLEDGMENT OF EXISTING ACCOUNT DISCLOSURES AND AGREEMENTS

You understand and agree that all terms and conditions associated with your accounts as provided in the account Disclosures and Agreements shall apply and are in full force and effect when accessing your accounts via **Web-24**.

ACKNOWLEDGMENT OF DISCLOSURES

You agree that by using the **Web-24** Service or allowing another to access your account(s) via **Web-24**, that you have received a copy of, and agree to be bound by the Disclosure and Agreements of the most recent Account Disclosures and Agreements and **Web-24** Disclosures and Agreement.

NO UNILATERAL ALTERATIONS TO DISCLOSURES AND AGREEMENTS BY YOU

These Disclosures and Agreements may not in any way be altered by you without our express written agreement. Any attempt by you to alter these Disclosures and Agreements without our express written agreement shall be void and shall have no legal effect.

You hereby agree to indemnify and hold us harmless from and against any and all claims, losses, liabilities, penalties, expenses and any or other damages to the extent otherwise authorized by law, directly or indirectly resulting from, relating to or arising in connection with any successful or unsuccessful attempt by you to alter these Disclosures and Agreements without our express written agreement.

WAIVERS

No delay or omission by us in exercising any rights or remedies under these Disclosures and Agreements shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

ASSIGNMENT

You may not assign these Disclosures and Agreements, or any of your rights or responsibilities under these Disclosures and Agreements, to any other party. We may assign these Disclosures and Agreements to any or all of our rights and/or responsibilities under these Disclosures and Agreements, or delegate any or all of such rights and responsibilities, to any third party or parties.

GOVERNING LAW

These Disclosures and Agreements shall be governed by and construed in accordance with the laws of Ohio without regard to that state's conflict of laws provisions. We reserve the right at any time to terminate your right to make Transactions as we deem it necessary without prior notice to you.

HOLD HARMLESS

You shall indemnify, which includes payment of the credit union's attorney's fees and court costs and hold harmless the credit union and/or its officers, directors, employees, successors, and assigned from and against any and all claims, demands, liabilities, causes of actions, complaints, awards and/or judgments for damages of any type and kind of any third party or entity which may arise or are connected with your use of the Service and/or the terms of this Disclosure and Agreement. This indemnification and hold harmless provision shall survive and be in full force and effect subsequent to the termination of this Disclosure and Agreement.

ATTORNEY'S FEE

In any action, at law or in equity including arbitration, or mediation, which is commenced to either enforce or interpret the terms of this Disclosure and Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs from the other party. The right of the prevailing party to recover said fees shall survive and be in full force not withstanding the termination of this Disclosure and Agreement.

DATA RECORDING

When you use the Service to go online with us, transfer, account inquiry, electronic message, or other information you enter will be recorded. By using the Service, you consent to such recording.

SEVERABILITY

If any provision of these Disclosures and Agreements is determined to be void or invalid, the remainder of these Disclosures and Agreements, as the case may be, shall remain in full force and effect.

HEADINGS

The Section headings used in these Disclosures and Agreements are for convenience only and shall not be held to limit or affect the terms of these Disclosures and Agreements.

TERMINATING THIS AGREEMENT

You can terminate this Agreement at any time by notifying us in writing and ceasing to use your PIN/Password to access **Web-24**. We can also terminate this Agreement at any time for violation of this Agreement. Whether you terminate the Agreement or we do, the termination does not affect your obligations under this Agreement, even if we allow any transaction to be completed with your PIN/Password after this Agreement has been terminated.

CHANGING THIS AGREEMENT

The Credit Union reserves the right to modify the terms of this Agreement from time to time as deemed necessary. We will notify you at least 30 days before the change will take effect if the change will cause you a greater cost or liability or if it will limit your access to **Web-24**. You will be notified of the changes in the Credit Union's monthly newsletter and/or in a special mailing to members with access to **Web-24**. We do not have to notify you in advance, however, if the change is for security reasons.

To complete an application for **Web-24**, you must agree to these terms and conditions.

BILL PAYING AGREEMENT/DISCLOSURE

This is your bill paying agreement with Summit Federal Credit Union.

You may use Summit Federal Credit Union's (Summit FCU) bill paying service, through **Web-24**, to direct Summit FCU to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures, and other documents in effect from time to time governing your account (The Account Rules).

"You" or "Your" means each person who is authorized to use the service. "Payee" means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a "Payee".

ACCESSING THE SERVICE

- When you complete your bill paying enrollment form, you will select a User I.D. and a Personal Identification Number (PIN).
- The Financial Institution will make every effort to accommodate your request.
- Each time you access the service, you will be asked to enter your User I.D. and PIN.
- Three (3) incorrect login attempts will cause the account to be locked out.

HOW TO SET UP PAYEES/PAYMENTS

- If you want to add a new "PAYEE," select the "Payee" tab located in your Bill Pay application or speak to a service representative.
- You may add a new fixed payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.
- Summit FCU reserves the right to refuse the designation of a "Payee" for any reason.
- You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's).
- Summit FCU is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

THE BILL PAYING PROCESS

Single Payments – a single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Financial Institution, is currently 2:00 pm ET.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

Recurring Payments - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
- If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

SINGLE AND RECURRING PAYMENTS

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate. Please allow ample time for your payments to reach your "Payees."

CANCELLING A PAYMENT

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled process date.

AVAILABLE FUNDS

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as any other payment obligations you have to the Financial Institution.

- Summit FCU reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement.
- If you do not have sufficient funds in the account and Summit FCU has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand.
- You further agree that Summit FCU, at its option, may charge any of your accounts with Summit FCU to cover such payment obligations.

Summit FCU reserves the right to change the cut-off time. You will receive notice if it changes.

LIABILITY

- You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN).
- If you want to terminate another person's authority, you must notify Summit FCU and arrange to change your PIN.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- Summit FCU is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- Summit FCU is not liable for any failure to make a bill payment if you fail to promptly notify Summit FCU after you learn that you have not received credit from a "Payee" for a bill payment.
- Summit FCU is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Summit FCU's agent.
- In any event, Summit FCU will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if the Financial Institution has knowledge of the possibility of them.

- Summit FCU is not liable for any act, failure to act, or delay in acting if it is caused, in whole or in part, by any cause beyond Summit FCU's reasonable control.

AMENDMENT TERMINATION

Summit FCU has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

- Summit FCU has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to Summit FCU.
- Summit FCU is not responsible for any fixed payment made before Summit FCU has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by Summit FCU on your behalf.

SERVICE FEES

The fee for the Bill Paying Service is: currently at NO COST per month, for an unlimited number of monthly payments.

Additional charges for member requested services and other items: currently at NO COST. There will be NO CHARGE for any item if needed to correct a Financial Institution error.

- Written Correspondence to "Payee" : \$10.00 per letter to recipient of payment
- Per proof of payment not necessitated by a dispute: \$10.00 per standard proof of payment (i.e., copy of cancelled check) delivered to merchant.
- Payments Returned due to member error: \$5.00 per payment returned.
- Cancellation Fee: \$7.50 per cancellation of each request for payment before disbursement.
- ACH Return Fee: \$10.00 per item.
- Express Mail correspondence: \$15.00 per letter.
- Overdraft Fee: \$25.00 per item.

Miscellaneous Product Fees

- Overnight Fee: 14.95.
- 2nd Day Fee: 9.95.
- Charitable Donations: 1.99.
- Gift Pay: 2.99.

Summit FCU reserves the right to charge you for research time involving payments no longer available in your screen history.

You will be informed of any such charges before they are incurred. Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or received when you opened your account, which discloses important information concerning your rights and obligations.