

Episcopal On-Line Access Agreement

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I. Introduction

This Online Access Agreement ("Access Agreement") for accessing your **Episcopal Community Federal Credit Union** accounts through Episcopal On-Line explains the terms and conditions governing the Online Credit Union services and bill pay offered through **Episcopal Community Federal Credit Union**. By using the Episcopal On-Line Services, you agree to the terms and conditions of this Access Agreement. This Online Access Agreement will be governed by and interpreted 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 California. The terms "we," "us," "our," "**Episcopal Community Federal Credit Union**," and "Credit Union" refer to **Episcopal Community Federal Credit Union**. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays. Episcopal On-Line can be used to access **Episcopal Community Federal Credit Union** accounts. Each of your accounts at **Episcopal Community Federal Credit Union** is also governed by the applicable account disclosure statement ("Deposit Agreement and Disclosure").

II. Accessing Your Episcopal Community Federal Credit Union Accounts through Episcopal On-Line

A. Requirements

To access your accounts through Episcopal On-Line, you must have a **Episcopal Community Federal Credit Union** account and an Online password.

B. Electronic Mail (E-mail)

Sending electronic mail (E-mail) through Episcopal On-Line is a way to communicate with the Credit Union. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of Episcopal On-Line. To ensure the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s).

You cannot use E-mail to initiate transactions on your account(s). For Credit Union transactions, please use the appropriate functions within Episcopal On-Line or call **1-800-366-1536 Ext. 254**.

C. Fees

There are no monthly or transaction fees for accessing your account(s) through Episcopal On-Line. See Section IV for a description of Bill Pay fees.

Please note that fees may be assessed by your Online service provider.

D. New Services

Episcopal Community Federal Credit Union may, from time to time, introduce new Online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

E. Benefits of Using Episcopal On-Line

With Episcopal On-Line, you can manage your personal accounts from your home or office on your personal computer. You can use Episcopal On-Line to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable account Deposit Agreement and Disclosure Statement).
- Pay bills to any merchant, institution or individual.
- Communicate directly with **Episcopal Community Federal Credit Union** through E-mail.

III. Terms and Conditions

The first time you access your **Episcopal Community Federal Credit Union** accounts through Episcopal On-Line you agree to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure.

A. Your Online Password

You will be given an Online Password that will give you access to your **Episcopal Community Federal Credit Union** accounts for Episcopal On-Line access. This password can be changed within Episcopal On-Line using the options button. We recommend that you change your password regularly. **Episcopal Community Federal Credit Union** will act on instructions received under your password. For security purposes, it is recommended that you memorize this On-line password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

B. Payment Account

Although there are no fees for accessing your accounts through Episcopal On-Line, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify **Episcopal Community Federal Credit Union** and identify a new payment account for the selected services. Additionally, if you close all **Episcopal Community Federal Credit Union** accounts, you must notify **Episcopal Community Federal Credit Union** Customer Service to cancel the Episcopal On-Line services.

Your On-line access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Episcopal On-Line services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call **Episcopal Community Federal Credit Union** Customer Service at **1-800-366-1536 Ext 254**.

If you do not access your **Episcopal Community Federal Credit Union** accounts through Episcopal On-Line for any (1) one year period, **Episcopal Community Federal Credit Union** reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected.

If you wish to cancel any of the Episcopal On-Line services offered through Episcopal On-Line, please contact **Episcopal Community Federal Credit Union** Customer Service at **1-800-366-1536 Ext.**

254 or send us cancellation instructions in writing to **Episcopal Community Federal Credit Union, 840 Echo Park Ave., Los Angeles, CA 90026.**

C. Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, **Episcopal Community Federal Credit Union**, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), OR by Internet access providers OR by Online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we 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, the Online Financial Services, or Internet browser or access software.

D. Overdrafts: Order of Payments, Transfers, Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Episcopal On-Line transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through Episcopal On-Line may result in an overdraft of your account and may, at **Episcopal Community Federal Credit Union's** discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

E. Hours of Accessibility

You can access your **Episcopal Community Federal Credit Union** accounts through Episcopal On-Line seven days a week, 24 hours a day. However, at certain times, some or all of Episcopal On-Line may not be available due to system maintenance. You will be notified On line when this occurs.

A transfer initiated through Episcopal On-Line before 1:00 PM (Pacific Time) on a business day is posted to your account the same day. All transfers completed after 1:00 PM (Pacific Time) on a business day or on a Saturday, Sunday or Federal holiday, will be posted on the next business day. Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

F. Additional Terms and Conditions

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

IV. Bill Pay Service

A. Using the Service

The Episcopal Bill Pay Service allows you to schedule bill payments through Episcopal On-Line. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your **Episcopal Community Federal Credit Union** checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of Episcopal On-Line. We are unable to process any payment of taxes or court-directed payments through Episcopal On-Line Payment Services.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through Episcopal On-Line. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When Episcopal On-Line receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. 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 Episcopal On-Line, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

For this reason, it is recommended that all payments transfers be scheduled to at least (7) seven business days before the actual due date, not the late date. If you properly follow the procedures described herein, and Episcopal On-Line fails to deliver a payment on the scheduled payment date, Episcopal On-Line will bear the responsibility for late charges (\$50.00 maximum). In any other event, including, but not limited to, choosing a payment date less than (7) seven days prior to the actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you.

Episcopal On-Line will use its best efforts to process all your payments properly. However, Episcopal On-Line shall incur no liability if it is unable to complete any payments initiated by you through Episcopal On-Line bill pay services 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 available balance of your overdraft protection account.
2. The Episcopal On-Line processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided Episcopal On-Line with the correct names or account information for those persons or entities to whom you wish to direct payment.
4. Circumstances beyond the Episcopal on-Line's control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, Episcopal On-Line has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 3 PM (Pacific Time), on the Payment Date, by using the DELETE function on the Episcopal On-Line "Pending Payment" screen.

Episcopal Community Federal Credit Union reserves the right to terminate your use of Episcopal On-Line bill payment service in whole or part, at any time without prior notice.

If, for any reason, you should ever wish to cancel Episcopal On-Line bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using Episcopal On-Line or calling **Episcopal Community Federal Credit Union's** Customer Service at **1-800-366-1536 Ext. 254**. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

B. Bill Pay Fees

The first two months are free for Episcopal On-Line Bill Pay, after which the monthly fee for Episcopal On-Line Bill Pay is \$5.00. This fee covers unlimited bill payments to anyone you wish to pay in the U.S. These fees cover service for the previous month and are effective upon enrollment. Fees will be charged to your payment account, whether or not bill payments are made out of that account, or any other account linked to Episcopal On-Line payment services.

Additionally, you agree to pay any special charges in effect as announced by the Credit Union from time to time. These charges are in addition to the fees and service charges specified in your applicable checking, savings, overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account).

If the payment account has insufficient funds to cover fees, the Credit Union will deduct the fee from any other account linked to Episcopal On-Line (in any order we may choose). If the fee cannot be paid, we may cancel your Bill Pay service. After cancellation, your Bill Pay service may be reinstated by contacting **Episcopal Community Federal Credit Union** Customer Service once sufficient funds are available in your payment account to cover the bill payment fees and any other pending transfers or debits.

V. General Terms

A. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Agreement.

However, when changes are made to any fees or charges, we will notify you Online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). 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 limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. 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 accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

B. Disclosure of Account Information

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Credit Union may also provide information about your account(s) to persons or companies the Credit Union believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Credit Union routinely informs a credit bureau when accounts are closed by the Credit Union because they were not handled properly. The Credit Union may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

C. Questions or Error Correction on Episcopal On-Line Transactions

In case of questions or errors about Episcopal On-Line funds transfers through Episcopal On-Line involving your account, here is what you should do:

- Contact **Episcopal Community Federal Credit Union** by electronic mail (E-mail)
- Fax **Episcopal Community Federal Credit Union** at **213-977-9762**.
- Telephone **Episcopal Community Federal Credit Union** at **1-800-366-1536 Ext. 254**.
- Write **Episcopal Community Federal Credit Union** at **840 Echo Park Ave., Los Angeles, CA 90026**, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record
- We must hear from you no later than sixty (60) days after we have sent the first paper statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- Here's what we will do:

We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, 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, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, 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 ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

If we do not complete a transfer to or from your **Episcopal Community Federal Credit Union** account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.

- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Episcopal On-Line.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

D. Other General Terms

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, the Credit Union's rules and regulations, the rules and regulations of any funds transfer system to which the Credit Union belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

Episcopal Community Federal Credit Union Reserves the Right to terminate this Agreement - The Credit Union reserves the right to terminate this Agreement and your access to Episcopal On-Line, in whole or in part, at any time without prior notice.

VI. Protecting Your Account

A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call **Episcopal Community Federal Credit Union** Customer Service at **1-800-366-1536 Ext. 254**.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password - The password that is used to gain access to Episcopal On-Line should also be kept confidential. For your protection we recommend that you change your Online password regularly. It is recommended that you memorize this Online password and do not write it down.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your Online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify **Episcopal Community Federal Credit Union** Customer Service at once at **1-800-727-5009**.

B. Unauthorized Transactions in Your Episcopal Community Federal Credit Union Accounts

Notify us immediately if you believe another person has improperly obtained your Online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call **Episcopal Community Federal Credit Union** Customer Service at **1-800-366-1536 Ext. 254**, or write **Episcopal Community Federal Credit Union, 840 Echo Park Ave., Los Angeles, CA 90026**.

If your Online password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Online password without your permission to access a **Episcopal Community Federal Credit Union** deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.