



Member Agreement for AgFed Online Services

This is the agreement for your Agriculture Federal Credit Union (AgFed) Online Services and it includes certain disclosures for electronic funds transfers. This agreement is in addition to other agreements between us, including your checking, savings, and other deposit account agreements (which we provided in the Member Agreement and Disclosure for personal accounts, your credit card agreements, your mortgage agreements, your consumer loan agreements, your overdraft protection and line of credit agreements). If there is a conflict between the terms and conditions of this agreement and one contained in the other agreements between us, this agreement will take precedence.

In this agreement, the words “we”, “us” or “our” mean Agriculture Federal Credit Union. When we use the words, “you” or “your” we mean each person who has an interest in an account or other relationship, which is accessible through the AgFed Online Services and any person authorized to access such AgFed Online Services. AgFed Online Services means that information, communication and transactions provided to you by us through any non-branch remote channel (excluding ATMs and Audio Response Teller), including the website www.agfed.org (Site), within our Area of Service, including, but not limited to, the following:

Account information, statement download, funds transfers and bill payments, stop payments, check inquiry and check reorder for account(s), through the Services, call center, or at an affiliate of the Credit Union.

Eligible accounts include the following AgFed personal account types that may be linked: checking, savings, credit card, mortgage, consumer loan, and time deposits. Accessibility of eligible accounts may vary based on the services you use and the method by which you access the services. A personal or non-personal account that requires two or more signatures to make withdrawals, transfers or transactions may not be designated as an eligible account.

When you use our Services or you permit any other person or other entity to use our Services, you agree to the terms and conditions we have set out in this agreement and any instructional material, which we provide you regarding the Services. Your use of the Services may be made by use of certain numbers, codes, marks, signs, public keys or other means of establishing your identity and acceptance of the electronic communications which are acceptable to us. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

This Agreement is the entire agreement between you and us and it supersedes any marketing or other similar material pertaining to the Services delivered to you in writing, verbally or obtained at our site or the site of an Internet Service Provider or other communication providers.

Go to www.agfed.org/rates for fees related to Online Services.

I. Your Responsibility

You are responsible for all transfers and bill payments you authorize using the Services. If you permit other persons, or other entities, to use the Services or your User ID, Password, any additional numbers, words, physical devices or other means of authentication (Access Codes), you are responsible for any transactions they authorize from your linked eligible deposit accounts. You should notify us immediately at (800) 368-3552 or (202) 479-2270 or write to: Online Services, P.O. Box 2225, Merrifield, VA 22116-9998 if you believe any of your accounts have been accessed or your Access Codes have been taken or used without your permission. Telephoning us right away may help you reduce possible losses. To the extent a transaction is an electronic funds transfer, you can lose no more than \$50 if you notify us within two (2) business days of discovering any unauthorized use of the Services or your Access Codes. However, you can lose as much as \$500 if you do not notify us within two (2) business days of discovering the unauthorized use and we can prove that we could have stopped the unauthorized use had we been notified.

If you do not report unauthorized transactions that appear on any of your periodic statements within 60 days after such statements are mailed or electronically presented, you risk unlimited losses on transactions made after the 60 day period if we can prove that we could have prevented the unauthorized use had we been notified within this 60 day period.

II. Our Responsibility

We, or a third party acting as our agent (Service Provider), are responsible for completing fund transfers and bill payments from your account(s) on time and according to your properly entered and transmitted instruction. 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, we will be liable for your losses and damage. However, neither we, nor the Service Provider will be liable:

- If you do not have adequate money in a deposit account to complete a transaction from the account, or if that account has been closed.
- If you have not properly followed Bill Pay service instructions on how to make a transfer or bill payment.
- If you have not given complete, correct and current instructions so that a transfer or bill payment can be made.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the biller by the time it is due.
- If you request a payment amount that exceeds the minimum or maximum dollar limit for an individual payment.
- If a timely bill payment is made but the biller nevertheless does not credit your payment promptly after receipt.
- If withdrawals from any eligible accounts have been prohibited by a court order such as a garnishment or other legal process.
- If we or our agent reasonably believe that a transaction may be unauthorized and based thereon the transaction is not completed.
- If your equipment and/or the software were not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment.
- If circumstances beyond our or our agent's control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by billers, fires, floods, and other natural disasters. There may be other exceptions to our liability as stated in your Depositor Agreement.

III. Reporting Unauthorized Transactions

If you believe that an unauthorized transaction has been or may be conducted from one of your eligible personal or non-personal accounts without your permission:

- Call us at (800) 368-3552
- Write to Online Services, P.O. Box 2225, Merrifield, VA 22116-9998
- Fax us at (202) 479-3877
- Send a secure message through the Message Center at www.agfed.org

IV. Electronic Fund Transfer Error Resolution

In case of errors or questions about any Bill Pay service transaction or other electronic transfer initiated from your account(s) under the Services, contact us immediately. Telephone us at (800) 368-3552, fax us at (202) 479-3877, or send a secure message through the Message Center at www.agfed.org. If you think your statement is wrong or if you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after we send or deliver to you the FIRST statement on which the problem or error appeared. To report an error you must provide us with the following information:

- Tell us your name and account number(s).
- Describe the suspected error or the nature of the problem, or describe what information you need.
- 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 after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to 45 days to investigate your complaint or question, in which case, we will re-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 do not receive it within 10 business days, we may not re-credit your account during the investigation. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

V. Business Hours

- **Business Days** - Our business days are Monday through Friday except Federal bank holidays.
- **Customer Support Hours of Operation** - An agent will be available to assist you 24 hours a day, seven days a week. Although bill payment transactions will only be processed on business days, you can access the Services 24 hours a day, seven days a week, except during any scheduled maintenance periods. Business days for bill payment transactions are defined as Monday through Friday, 8:00 a.m. to 4:00 p.m. ET, except Federal bank holidays. After 4:00 p.m. ET, transactions are processed the following business day.

VI. Available Services

Depending upon the particular features and the Equipment you select, you may be allowed access to the following Services by first entering your Access Codes:

- **Online Banking** - You may use Online Banking to access Account Information and to make Funds Transfers between eligible accounts.
- **Credit Accounts** - Cash Advances or Payments made online involving a Credit Account prior to 4:00 p.m. ET will be processed against the Credit Account the same day.
- **Online Bill Pay** - You may use Online Bill Pay to make one-time, future-dated, and automatic (repeating) payments from an eligible account. We recommend all bill payments be scheduled at least five (5) business days in advance of the due date presented by the biller. If the Pay Date falls on a Saturday, Sunday, or a Federal bank holiday, the Pay Date will default to the prior business day.

VII. Bill Pay Services

• **Billers** - Using the Bill Pay service, you may only pay established billers with United States addresses. While payments to most billers can be made using the Bill Pay service, we reserve the right to refuse to make or guarantee certain payments, such as alimony, child support, tax and other court directed or government payments, fines or penalties or payments to settle securities transactions. You are responsible for reviewing and updating as necessary

information related to your billers.

- **Authorization Payment** - For all payments, you agree to allow at least five (5) business days between the date you schedule a payment to be made and the payment due date. When you have entered and transmitted a payment instruction through our Bill Pay Services you authorize us, or Service Provider, to reduce the balance in your eligible personal or non-personal checking account accordingly. We or a Service Provider may remit your payments through either electronic means or paper checks. Paper checks processed by a Service Provider may show that they were drawn on the third party processor bank rather than on AgFed.
- **Online Bill Pay** - If there are insufficient funds in your eligible personal or non-personal checking account to make payments you have authorized, dependent on your type of Service, we may a) refuse to pay the item, b) make the payment and thereby overdraw your eligible personal or non-personal AgFed checking account. In any event, you are responsible for any non-sufficient funds (NSF) and overdraft charges the Credit Union may impose, as stated in your Membership Agreement.
- **Stopping Bill Payments** - If you wish to stop payment on a bill payment you previously authorized and it is too late to cancel or change the payment, follow the instructions below. Contact us at (800) 368-3552 or send a secure message through the Message Center at www.agfed.org in time for us to receive your request three (3) business days or more before the next payment date. If you call, we may require you to confirm your request in writing and send it to us so that it is received within 14 days after you call. Payments which have been remitted electronically cannot be stopped. Requests for stopping bill payments made by check after 4:00 p.m. ET on a business day will be processed on the next business day. If you tell us to stop a payment made by check three (3) business days or more before a pay date, and we do not do so, we may be liable for your losses or damages.

VIII. Periodic Statement

You will be mailed, or presented electronically, periodic statements for your eligible personal or non-personal account(s) with the regularity provided for in the Depositor, credit card, overdraft protection, consumer loans, mortgage, and line of credit agreements. In addition to reflecting your other account activity, your statements will include any transfers or bill payments you authorize using the Services.

IX. Disclosure of Account Information to Others

As described below, we may disclose information to third parties about your accounts if:

- We have entered into agreements to have third parties provide certain services or receive your account information. Such Service Providers are required to adhere to the Credit Union's standards of security and privacy protection. We will provide the Service Provider with information about your linked accounts, your Services transactions, and your electronic mail messages in order to carry out your instructions.
- It is necessary for completing transfers and bill payments.
- It is necessary to verify the existence and condition of a payment account for a biller or holder of a check issued by use of the Bill Pay services.
- In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.
- If you give us your written permission.
- As provided in our Privacy Statement, located at www.agfed.org.

X. Equipment and Software

Equipment, such as a personal computer or wireless device, with access to the Internet is required to access the

Services.

If you access the Services by use of such Equipment, you agree: (1) to use Internet Services Provider and communication service providers software products (Software); (2) the Software, and any future upgrades, must be loaded and operational on your Equipment and you must use applicable means, appropriate to the Equipment, to access the Services; (3) to receive account information by electronic transmission of a visual display of the text; that 128-bit encryption is required for the use of the Online Services; to secure your Equipment against Malware in order to safeguard your information, Software, or other materials by, for example, installing and regularly updating virus protection software. Any other Software used by you in the future to access our system, if supported by us, will be provided and maintained by you at your expense.

- **Harm to Computer Systems/Data** - You agree that our liability for viruses, worms, Trojan horses, malware, spyware or other similar harmful components (Malware) that may enter your Equipment system by downloading, importing or otherwise obtaining information, software, or other materials from our site shall be limited to replacing, or the reasonable cost of replacing the lost information, software or other material that you obtained from our site. We will not be responsible or liable for any indirect, incidental or consequential damages which may result from such harmful components.
- **Performance of Software and Electronic Service** - In no event will we or our officers, directors, employees or agents be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use the Services, or for any loss of any data, even if we have been informed of the possibility of such damages.

WE MAKE NO WARRANTY TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

XI. Account Access

To have access to the Services you must be an authorized user of the Software you select, if required for use with the Equipment. You must have at least one eligible personal or non-personal deposit, credit, mortgage, or consumer loan account with us. For Money Market accounts, each payment or transfer from that account is counted as one of the six (6) transfers you are permitted each statement period. If you close your primary personal or non-personal checking account, your services will end and any unprocessed bill payment or fund transfer transactions will be cancelled.

Eligible accounts include the following AgFed personal or non-personal account types that may be linked: checking, savings, credit card, mortgage, consumer loan, and time deposits. Accessibility of eligible accounts may vary based on the service(s) you use.

XII. Access Codes

During your enrollment for the Services, you are required to select or will be assigned a User ID and Password. Additional numbers, words, physical devices or other means of authentication may be required at the discretion of the Credit Union. Use of these Access Codes is the agreed security procedure to access the Services through any of the Equipment. You agree to keep these Access Codes confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of the Services. For security purposes we recommend that you do not use the same Access Codes you use on other credit union products.

XIII. Use of Service

In addition to the terms, conditions and information provided in this Agreement, you agree to be bound by other express limitations and restrictions related to the Services provided under this Agreement and elsewhere on www.agfed.org. Product descriptions, definitions, explanations of uses, and Frequently Asked Questions provided on www.agfed.org are provided for your convenience only.

XIV. Inactivity

If you do not log on or have outstanding scheduled bill payments or transfers through Online Banking every six months, we may cancel your Service without further notice.

XV. Email

Through the use of certain Equipment and/or Software, you can use electronic mail (email) to contact us about inquiries, maintenance and/or problem resolution issues. Email is not a secure method of communication over the Internet and we recommend you do not send confidential information by Internet email. If you would like a secure way to contact us, use the secure electronic forms provided with certain Equipment and Software or the Message Center.

In order to use the Services, you must provide us with a valid email address. It is your responsibility to ensure we have a valid email address at all times. You can update your email address on the Internet at www.agfed.org, by contacting us through the secure Message Center, or by calling (800) 368-3552 or (202) 479-2270.

XVI. Credit Information

You acknowledge and agree that we, or a third party acting as our agent, may obtain and use information from credit bureaus and consumer reporting agencies in connection with any accounts, products and services offered by us to investigate or reinvestigate any information provided by you. We may also verify your employment, salary, assets, debits and references.

XVII. Liability for Loss or Erroneous Data

Each party will bear the liability or the risk of any error or loss of data, information, transactions or other losses, which may be due to the failure of their respective computer system or third party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system.

XVIII. Other Terms and Conditions

- **Changes/Interruptions in Services** - We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in the Service. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.
- **Sharing Information/Privacy** - We are committed to protecting your privacy. All information gathered from you in connection with using the Services will be governed by the provisions of the Privacy Policy for the Credit Union at www.agfed.org. We may use automated processes to detect any use of the Services that violates the terms of this agreement. We may share and use "other member information" (non-transactional information) among AgFed affiliates; however, you may prohibit the sharing of your application and other information with our affiliates by writing to us at P.O. Box 2225, Merrifield, VA 22116-9998, or sending us a secure message through the Message Center at www.agfed.org. Please include your full name, address, social security number, telephone number and account type with your request. If you and another member jointly obtain an AgFed account or service ("joint members"), we will treat your preference not to share your non-transactional information with any of the affiliates in the AgFed family as applying only to you individually, unless you specify that you are acting on behalf of other joint members for that account and that the preference not to share should apply to the other joint members.
- **Security** - In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, public keys or other means of identification. We reserve the right to block access to the Services to maintain or restore security to our Site and systems, if we reasonably believe your Access Codes have been or may be obtained or are being used or may be used by an unauthorized person(s).
- **Ownership of Materials** - The content and information on our Site is copyrighted by the Credit Union and the

unauthorized reproduction or distribution of any portions is prohibited.

- **Severability** - If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or un-enforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.
- **Area of Service** - For members who are outside of the U.S., we reserve the right to provide limited access to the Services.
- **Choice of Law** - This Agreement shall be governed by and interpreted under District of Columbia and Federal Law.
- **No Signature Required** - When any payment or other online service generates items to be charged to your account, you agree that we may debit your designated eligible account or the account on which the item is drawn without requiring your signature on the item and without prior notice to you.
- **Amendment of this Agreement** - We may amend this agreement by giving notice to you at least 30 days before the effective date of the amendment, unless such change or amendment is otherwise required by law or applicable regulation. Your continued use of the Services is your agreement to the amendment(s).
- **Waiver** - We may waive any term or provision of this agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.
- **Assignment** - We may assign the rights and delegate the duties under this Agreement to a company affiliated with us or to any other party.
- **Governing Law** - These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to the District of Columbia's conflict of law provisions.