

# GEORGIA'S OWN CREDIT UNION ONLINE BANKING SERVICE AGREEMENT AND DISCLOSURES

## I. GEORGIA'S OWN CREDIT UNION ONLINE BANKING SERVICE AGREEMENT.

This Georgia's Own Credit Union Online Banking Service agreement ("Agreement") is between Georgia's Own Credit Union (hereinafter "we, us, our, or Credit Union"), and each member who has enrolled in the Georgia's Own Credit Union Online Banking Service ("Service"), together with any person who is authorized by a member to use or access the member's Georgia's Own Credit Union Online Banking Service (hereinafter referred together as "you, your or yours.").

You understand that by "accepting" below, using or continuing to use these services, you agree to the terms and conditions of this Agreement, including any instructions provided in connection with the services as modified from time to time. You warrant and agree that you will not use Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any authorized use, will constitute a breach of this Agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, loss, damages or adverse action of any kind that results directly or indirectly from such use.

### **Definitions**

Unless otherwise defined herein, the definitions contained in the Membership Agreement shall be applicable to this Agreement.

"Access Device" means any card, code, password, personal identification number or other means or access that we issue to you to allow you to access and/or use any account or service.

"Authorized User" means any person who has actual, implied or apparent authority, or who any owner has given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

"Account" means a checking, savings, certificate, or other asset or credit (loan, credit card, etc.) account that you have with us for personal, family or household use as more fully described in the Membership Agreement.

"Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

"Business Day" means Monday through Friday excluding holidays.

"Transaction or transactions" means any deposit, order, payment, transfer, withdrawal or other instruction relating to any account or account services provided by the Credit Union.

"Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

"Transfer" means any electronic banking transaction, including a deposit, withdrawal, or loan payment made electronically.

### **Eligibility**

In order to activate the Georgia's Own Credit Union Online Banking Service with us, you must be a member in good standing and maintain at least one membership share as required by the Credit Union's bylaws.

When using the Georgia's Own Credit Union Online Banking Service, you must, when prompted, enter your member number or user name, Georgia's Own Credit Union Online Banking password or personal identification number and any other requested information. By entering the correct information you will have direct access to your Credit Union

accounts. If you authorize anyone to use your Georgia's Own Credit Union Online Banking password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Georgia's Own Credit Union Online Banking password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your Georgia's Own Credit Union Online Banking password is changed. If you fail to maintain or change the security of your Georgia's Own Credit Union Online Banking password and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately. **You should keep your Georgia's Own Credit Union Online Banking password in a secure location. Any person having access to your Georgia's Own Credit Union Online Banking password will be able to access the Georgia's Own Credit Union Online Banking Service and perform all transactions, including reviewing Account information and making transfers to other Accounts and to other persons.**

#### **User Materials**

Before you initiate your first Georgia's Own Credit Union Online Banking transaction, you agree to familiarize yourself with the system by reading the instructions provided to you either on paper or electronically. You agree that the information contained in the instructions and any updates to it are part of this Agreement.

## **II. SETUP AND USE OF THE GEORGIA'S OWN CREDIT UNION ONLINE BANKING SERVICE**

#### **Access to the Georgia's Own Credit Union Online Banking Service**

The Georgia's Own Credit Union Online Banking Service is generally accessible 24 hours a day, seven days a week, except that the Georgia's Own Credit Union Online Banking Service may be inaccessible for a reasonable period on a daily basis for system maintenance.

We may modify, suspend, or terminate access to the Georgia's Own Credit Union Online Banking Service at any time and for any reason without notice or refund of fees you've paid.

#### **Account Access**

You can access all of your Accounts at the Credit Union (with the exception of first mortgage loans) through the Georgia's Own Credit Union Online Banking Service. We will provide you with instructions on how to set up the Georgia's Own Credit Union Online Banking Service. These instructions are incorporated herein by reference and constitute part of this Agreement.

#### **Equipment Requirements**

To use the Georgia's Own Credit Union Online Banking Service, you need a computer with a modem or other device with the capacity to interface through the Internet or otherwise with the Credit Union's or its Agent's system and a web browser. You are responsible for the set-up and maintenance of your computer and modem and other equipment. The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with the Credit Union's or our Agent's system, and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions.

In an effort to provide the highest degree of confidentiality and security, we require the use of a browser that provides encryption using a 128-bit key. The higher the level of encryption, the harder it is for unauthorized people to read your information. We recommend you protect your valuable financial information by using the most secure encryption available. The Credit Union is not liable for losses resulting from the use of 40-bit encryption. If you elect to use the 40-bit browser, this implies your acceptance of that risk.

## **III. GEORGIA'S OWN CREDIT UNION ONLINE BANKING SERVICES.**

#### **Georgia's Own Credit Union Online Banking Services Available**

**Account Access.** Upon approval, you may use your personal computer to access your accounts. You must use your username along with your Georgia's Own Credit Union Online Banking password to access your accounts. The Georgia's Own Credit Union Online Banking Service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Georgia's Own Credit Union Online Banking service may not be available due to system maintenance. You will need a personal computer and a web browser. The web address for the Georgia's Own Credit Union Online Banking service is [www.georgiasown.org](http://www.georgiasown.org). You are responsible for the installation, maintenance, and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone or cable service or your computer.

You can use the Georgia's Own Credit Union Online Banking Services to access your accounts with us. The Georgia's Own Credit Union Online Banking Service allows you to:

- See a summary of your accounts.
- View Account balances.
- Review recent transactions.
- Transfer funds between Accounts.
- Transfer money to pay balances on Accounts with us.
- Place a stop payment order for a check.
- Request a check from your account.
- Apply for a loan.
- Re-order checks for your checking Account.
- Change your password for the Georgia's Own Credit Union Online Banking Service.
- Make transfers from/to external accounts.
- Receive and send electronic messages to the Credit Union. You understand that we may not immediately receive e-mail communications that you send and will not take action based upon e-mail requests until we actually receive your message and have reasonable opportunity to act. If you need to contact the Credit Union immediately, you may call (404) 874-1166 locally and (800) 533-2062 nationwide, Monday through Friday, 8:00 am to 5:00 PM ET, and Saturday, 9:00am to 1:00 pm ET. You understand that we may require that you document any oral request in writing before taking some actions.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

#### **Additional Information about the Georgia's Own Credit Union Online Banking Service**

**Account Access.** You may transfer funds through the Georgia's Own Credit Union Online Banking Service in any amount between \$.01 and \$99,999.99.

**Processing Fund Transfers.** We can process a fund transfer immediately if sufficient funds are available in your account. When you schedule a funds transfer using the Georgia's Own Credit Union Online Banking Service, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer from your account on the date we process your instruction.

**Canceling Fund Transfers.** You may cancel a pending fund transfer transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the date the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

**Documentation.** Transfers and withdrawals transacted through the Georgia's Own Credit Union Online Banking Service will be recorded on your periodic statement which will be sent by mail or electronically if you have requested an electronic statement. A monthly account statement will be made available to you, unless there are no transactions in a particular month. In any case, a statement will be made available to you on all your accounts at least quarterly.

#### **IV. FEES**

There are certain charges for the Georgia's Own Credit Union Online Banking Service as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law. Please refer to the Rate and Fee Schedule.

The Georgia's Own Credit Union Online Banking Service is currently free to all members. You should note that, you may incur other charges. These include charges for:

- normal checking and savings account fees and service charges;

- long-distance, toll or other telecommunications charges; and
- internet service provider fees.

## V. LIMITATIONS ON THE CREDIT UNION'S RESPONSIBILITIES

### Our Responsibility for Processing Transactions

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 or damages. Our sole responsibility for an error in a transfer will be to correct the error. 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, Credit Union, Internet browser providers, Internet access providers, the Georgia's Own Credit Union Online Banking 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, download, use, or maintenance of the equipment, software, the Georgia's Own Credit Union Online Banking Service, or Internet browser or access software or otherwise arising out of this Agreement. In this regard, although we have taken measures to provide security for communications from you to us via the Georgia's Own Credit Union Online Banking Service and may have referred to such communications as "secured", we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

1. If, through no fault of ours, you do not have enough money in your Account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
2. If you use the wrong security code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer transactions.
3. If your computer fails or malfunctions or the phone or cable lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
4. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
5. If the funds in your account are subject to an administrative hold, legal process, or other claim.
6. If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can process a transfer.
7. If, through no fault of ours, a funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
8. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus, or problems related to software not provided by the Credit Union.
9. If there are other exceptions as established by the Credit Union.

### Georgia's Own Credit Union Online Banking Service Set-up

Neither we nor any of our service providers are liable for any damages (whether direct, indirect, special, consequential or otherwise), including economic, property, personal, or other loss or injury, whether caused by hardware or system-wide failure, arising or resulting from the use or maintenance of the equipment, or other items necessary to operate the Georgia's Own Credit Union Online Banking Service.

### Things for Which We Will Not Be Responsible and Further Limitations on Our Liability

We will not be responsible for the following matters, or for errors or failures of the Georgia's Own Credit Union Online Banking Service as result of:

1. **Access.** We will not be liable under this Agreement for failure to provide access or for interruptions in access to the Georgia's Own Credit Union Online Banking Service due to a system failure or due to other unforeseen acts or circumstances.
2. **Your computer equipment.** We will not be liable for any errors or failures from any malfunction of your computer, software or any computer virus or other problems related to your computer equipment used with the Georgia's Own Credit Union Online Banking Service. The Credit Union does not make any warranty, express or implied, to you regarding the Quicken or Money software programs including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your internet browser, your Internet service provider, your software or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Georgia's Own Credit Union Online Banking Service.

### **EXCLUSIONS OF WARRANTIES**

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **VI. MEMBER RIGHTS AND LIABILITY.**

### **Privacy and Confidentiality**

We recognize the importance of protecting the confidentiality of our members' personal information. Personal information includes all of the personally identifying information that you provide us in connection with your Account and your use of the Georgia's Own Credit Union Online Banking Service. However, we may disclose personal information about you to third parties in certain instances:

1. If we have entered into an agreement with another party to provide any of the Georgia's Own Credit Union Online Banking Service. In this case, we will provide that party with information about your Account, your Transfers, and your communications with us in order to carry out your instructions;
2. If it is necessary for completing Transfers or otherwise carrying out your instructions;
3. In order to comply with applicable 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; or
4. If you otherwise give us your specific permission.

*Access to Account Information: You agree that all authorized users will have access to information regarding transactions on your account, including but not limited to transactions, account balances, account history, payments and other information relating to or arising with regard to this account or any transaction using this service.*

### **Member Liability**

You are responsible for all transfers you authorize using the Georgia's Own Credit Union Online Banking Service under this Agreement. If you permit other persons to use your Georgia's Own Credit Union Online Banking password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Georgia's Own Credit Union Online Banking password and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). For Georgia's Own Credit Union Online Banking transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Georgia's Own Credit Union Online Banking transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your Georgia's Own Credit Union Online Banking password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(404) 874-1166 or (800) 533-2062

or contact us electronically by sending an e-mail message to [memberservices@georgiasown.org](mailto:memberservices@georgiasown.org)

or write:

Georgia's Own Credit Union  
PO Box 105205  
Atlanta, GA 30348

### **Statement Errors**

In case of errors or questions about your Georgia's Own Credit Union Online Banking transactions, contact us by telephone at the above phone numbers, send us an e-mail, or write us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 ten (10) business days.

We will determine whether an error occurred 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. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide after our investigation that an error did not occur, we will deliver or mail to you a written explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

### **VII. TERMINATION**

The Georgia's Own Credit Union Online Banking Service will remain in effect until terminated by you or us. You may cancel the Georgia's Own Credit Union Online Banking Service at any time by notifying us of your intent to cancel in writing, via e-mail or calling (404) 874-1166 locally or (800) 533-2062 nationwide or writing to us at P.O. Box 105205, Atlanta, GA 30348. This cancellation applies only to the Georgia's Own Credit Union Online Banking Service and does not terminate your other relationships with us. We may terminate your participation in the Georgia's Own Credit Union Online Banking Service for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so.

### **VIII. CHANGES IN TERMS AND OTHER AMENDMENTS.**

The Credit Union may change the Georgia's Own Credit Union Online Banking Service and the terms, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. Your use of these services after any such change will evidence your agreement to any changes. Rejection of the new, modified or amended terms will constitute your termination/cancellation of any services provided pursuant to this Agreement. Upon such termination/cancellation you will remain responsible to pay any sums owed to us pursuant to your existing Agreements with us.

## **IX. OTHER PROVISIONS.**

### **Enforcement**

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Georgia as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Georgia law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. The parties agree that such legal action shall be filed and heard in the courts of Atlanta, Georgia, if allowed by applicable law. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

### **Hours of Operation**

Our representatives are available to assist you Monday through Friday, 8:00 am to 5:00 PM ET, and Saturday, 9:00 am to 1:00 pm ET by calling (404) 874-1166 locally or (800) 533-2062 nationwide, excluding holidays.

### **Geographic Restrictions**

The Georgia's Own Credit Union Online Banking Service described in this Agreement and any application for consumer credit, deposit services, and brokerage services available at our Website are solely offered to citizens and residents of the United States of America residing in the United States of America. Citizens and residents may not be able to access the Georgia's Own Credit Union Online Banking Service outside the United States of America.

### **Scope of Agreement**

This Agreement and the Membership Agreement represents our complete agreement with you relating to our provision of the Georgia's Own Credit Union Online Banking Service. No other statement, oral or written, including language contained in our Website, unless otherwise noted, is part of this Agreement.

## **GEORGIA'S OWN CREDIT UNION ELECTRONIC STATEMENT SERVICE AGREEMENT AND DISCLOSURES**

By agreeing below, you agree to accept delivery of your periodic account statements (eStatements) and related disclosures (eNotices) online.

### **Scope of Consent**

**eStatements:** Your eStatements will include the periodic statement of account and transaction activity for your deposit and consumer loan accounts; electronic funds transfer (EFT) services and periodic notice of billing error rights.

**eNotices:** Along with your eStatements we may provide future documentation including but not limited to: notices of change in terms for deposit, EFT or loan services and Annual Privacy Notices.

We will provide your eStatement to you each month through an e-mail notice and secure link to a site where your eStatement or e-disclosure will be posted.

**Hardware/Software Requirements:** You may access your statements as PDF documents. To access disclosure documents online you must have a computer, Internet access, web browser, and a printer or ability to download the disclosures for your records. The minimum standards are:

-Adobe Acrobat Reader software, 4.0 or higher.

-An internet browser using 128 bit encryption or higher.

### **Your rights and responsibilities**

**Your email address:** You must notify us of any changes to your email address to assure timely receipt of email notifications. You understand that eStatements and eNotices will continue to be considered available and delivered even if you are unable to access your email notifications.

**Withdrawal of Consent:** You have the right to withdraw your consent to receive future eStatements and eNotices. There are no fees or restrictions on the online access service for choosing to withdraw your consent. You must give us your withdrawal instructions by:

- Clicking on the Services tab within Online Banking and then clicking on the Unregister For eStatements link. Uncheck the box next to your account number and click on the continue button. This process will immediately allow you to opt out of eStatements and return to receiving paper statements.
- Emailing your withdrawal instructions within the Online Banking email system.
- Calling our Member Services group at (404) 874-1166 or (800) 533-2062 and pressing option 8.
- Visiting your local branch. Branch locations may be found at the Credit Union website [www.georgiasown.org](http://www.georgiasown.org).

**Paper Option:** You have the right to request and receive a paper copy of your eStatements and eNotices at any time by contacting us using any of the methods listed above. There may be a fee for requesting any paper copy of a statement or disclosure we have previously provided to you electronically. Review our Rate and Fee Schedule for any current applicable fees.

**Other Agreements with the Credit Union:** The terms, conditions and disclosures of the Membership and Account Agreement are incorporated herein by reference as if set forth verbatim; and said Agreement will continue to govern all aspects of our relationship except to the extent specifically modified in this Electronic Statement Agreement.