

## **CONSUMER ONLINE BANKING AGREEMENT AND DISCLOSURE**

When you log on to Jeanne D'Arc Credit Union's Consumer Online Banking Service ("Online Banking"), you agree to be bound by the terms of this Online Banking Agreement and Disclosure ("Agreement and Disclosure"). Please read it carefully. If you and others you permit to use Online Banking do not agree to the terms and conditions of this Agreement and Disclosure, you may not use Online Banking. You may view this Agreement and Disclosure on our website (<https://www.jdcu.org/fees-disclosures/>) You may also receive a copy of it, along with other agreements and disclosures that govern your accounts and services with us, by contacting Jeanne D'Arc Credit Union via the methods outlined below.

In this Agreement and Disclosure, the words "you" and "your" mean an Online Banking user, and the words "we," "us," and "our" mean Jeanne D'Arc Credit Union (the Credit Union). The word "account" means any of your accounts you have with us of which you are an owner, and that are listed under your name and tax identification number. All references to time of day in this Agreement and Disclosure refer to Eastern Time (ET).

Your account and the use of Online Banking are also governed by any other agreements and disclosures that may apply to your account, including but not limited to Jeanne D'Arc Credit Union's Terms and Conditions of Your Consumer Account, Electronic Funds Transfer Disclosure, Consumer Truth in Savings Disclosure, Consumer Funds Availability Disclosure, and any other agreements or disclosures which were provided to you when you opened your account or were made effective thereafter. You can also view these other agreements and disclosures on our website, <https://www.jdcu.org/fees-disclosures/>, or by contacting the Credit Union via the methods outlined below.

### **Contacting Jeanne D'Arc Credit Union**

#### **Mail**

Jeanne D'Arc Credit Union  
Attn: eMemberServices  
P.O. Box 1238  
Lowell, MA 01853

#### **Phone:**

(978) 452-5001 – Local and Outside the USA

(877) 604-5328 – Toll Free within the USA

#### **Business Hours:**

Please visit our website at <https://www.jdcu.com/contact/> for an up-to-date listing of our Business Hours and Locations, as well as more information on the various ways you may contact us.

### **General Information about Online Banking**

Online Banking is a consumer electronic banking service that allows you to access account information, check balances, transfer funds, and, if you elect, pay bills on the Internet by using a personal computer (referred to in this agreement as "PC") or a mobile access device. You will need a PC or mobile access device with Internet access with the latest browser version available through either Microsoft®, Netscape®, Mozilla Firefox® or Safari. These browsers can be downloaded from our web site's Browser Support located on the login page of Online Banking, <https://my.jdcu.org/Authentication#/browser-support>.

You may access Online Banking any time, day or night, seven days a week. However, Online Banking may occasionally be temporarily unavailable due to regular maintenance or technical problems. Interruption of service or access caused by your Internet service provider will also prevent your use of Online Banking. You are responsible for charges assessed by your Internet and wireless service providers and for your PC, hardware, mobile access device, software, and maintenance.

Consumer Online Banking is limited to personal accounts only and does not include business or other commercial accounts. If you are a Business Online Banking user, please refer to our Business Online Banking Disclosure & Agreement located on our website (<https://www.jdcu.org/fees-disclosures/>). You must be a signer on an account in order to access it through Online Banking. Further, we reserve the right to deny account transactions under certain circumstances.

## Electronic Communications

Because normal Internet e-mail transmissions may not be secure, you agree to contact us electronically via secure email by selecting the Message Center widget within Online Banking. You agree to receive this Agreement and Disclosure, any and all disclosures or Notices required by federal and state law and regulation, and all other communications, electronically via the Message Center Widget within Online Banking or to the e-mail address you designate in your User Options (electronic communication). You also agree to receive communications regarding your account, including change-in-terms notices regarding Online Banking, via electronic communication and will not attempt to circumvent receiving any messages. We may respond to any communication you send to us with an electronic communication, regardless of whether your original communication to us was an electronic communication.

Any electronic communication sent to you by us will be considered received when they are made available to you by us to the e-mail address you designate in your Contact Settings, or via our Secure Messaging widget located within Online Banking, regardless of whether you log on to Online Banking within that time frame. You may print a copy of such communications using the "print" function of your software.

We will not immediately receive electronic communications that you send. To the extent permissible under applicable law, any electronic communication you send to us will not be effective until we receive and have had a reasonable opportunity to act on such electronic communication. You should not rely on electronic communication if you need to communicate with us on an immediate basis. We, therefore, strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged fraud, alleged unauthorized transfers, errors, or requests for stop payments) to us by calling our Member Service Center at (978) 452-5001. We may, however, require you to provide us with written confirmation of any oral or electronic stop payment request or notice of alleged fraud, unauthorized transfer, or error.

We will not send you electronic communications requesting confidential information such as account numbers, PINs, or passwords. If you receive such an electronic communication purportedly from us, do not respond to the electronic communication, and notify us by calling our Member Service Center at (978) 452-5001.

## Online Banking Access:

### Business Days

You can use Online Banking 24 hours a day, 7 days a week. However, Online Banking may occasionally be temporarily unavailable due to regular maintenance or technical problems. For transferring funds (deposits or payments) between your account and a third party, the business days are Monday through Friday; and do not include Massachusetts and Federal holidays.

### User Access

You are allowed access, and all available transaction capabilities, to your account through Online Banking by entering your User ID and password into the login screen from [www.jdcu.org](http://www.jdcu.org) via your PC or mobile access device's web browser. You may also access your account using your mobile access device via the Jeanne D'Arc Credit Union mobile application.

Each user is assigned their own Jeanne D'Arc CU ID Number to initially access their account. Each user will choose their own User ID and Password during the enrollment process for future use and access. The User ID and Password will allow access, and all available transaction capabilities, to your account.

You are solely responsible for:

- (i) maintaining the confidentiality and security of your CU ID Number, User ID, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access Online Banking; and
- (ii) preventing unauthorized access to or use of Online Banking

### Enrollment

You will be able to first access Online Banking by going to the home page of [www.jdu.org](http://www.jdu.org) via your PC or mobile access device, or by the mobile application on your mobile access device and entering your Social Security Number (SSN) or Tax Identification Number (TIN) in the SSN/Tax ID field, your Jeanne D'Arc CU ID Number in the Member Number field, and entering either your email address or zip code into the corresponding fields. During enrollment you will be prompted to complete the following:

**Create User ID & Password:** Upon your first login you will be required to select a new Online Banking User ID & password. Your password must comply with the applicable Online Banking security requirements in effect at the time of your password creation or update, such as character limits, alpha-numeric characters, or any other password parameters required by us. You may change your password at any time by accessing the Security tab in the Settings section of Online Banking. For your protection, we recommend that you use a password that you do not use for any other online accounts, and that you change your password if you believe that your password has

been stolen or otherwise provided to an unauthorized user. You agree to take reasonable precautions to safeguard your User ID and Password. You also agree to always exit Online Banking by clicking on "Logout" after using Online Banking.

**Security Question & Confidence Image:** Upon your first login, you will be required to choose and answer five (5) security questions, choose a confidence image, and create an image secret in order to help keep your account information secure.

### **Fees and Service Charges**

There is no charge for the use of Online Banking. The standard fees for deposit accounts will continue to apply as disclosed in our Consumer Fee and Service Charge Schedule. You are responsible for all Internet service fees that may be assessed by your Internet service provider.

There may be a monthly service fee for use of the Bill Payment Service. Please consult our Consumer Fee and Service Charge Schedule. The monthly service fees will be deducted from your checking account during the first week of each month.

The Consumer Fee and Service Charge Schedule can be found on our website at <https://www.jdcu.org/fees-disclosures/>

### **Online Banking Transactions**

Online Banking allows you to perform various account inquiries and transactions, as described in the Account Access and Transfers, and Bill Payment sections below. All bill payments and transfers are subject to the terms and conditions of the account being accessed. We are not required to complete a transfer from any account if you do not have sufficient available funds in that account, free of legal restrictions. You can also use Online Banking to obtain electronic credit advances from your Home Equity Line of Credit account up to your available credit line.

### **Account Access and Transfers:**

#### **Account Summary and Balances**

Online Banking is an online, real-time system that will show up-to-the minute account activity. Occasionally, the balance figure in your accounts may not reflect your most recent transactions due to credit union record updating or systems downtime. Also, the available balance figure may include funds that may not be immediately available for withdrawal. Refer to the "Determining your available balance" section of the Terms and Conditions of Your Consumer Account for more information on the different types of balance amounts and how they are determined.

#### **Transfers**

Transfers must be made in accordance with the terms of this Agreement and Disclosure and any other applicable account agreements and disclosures. The transfer feature described here applies only to transfers initiated through Online Banking. It does not apply to transfers made through a branch, the Member Service Center, or our telephone Call-24 system.

You acknowledge and agree that you are responsible for all transfers and payments you make using Online Banking and for paying any and all late charges and penalties. You also acknowledge and agree that if you permit another person or persons to use Online Banking, or give them your User ID and Password, you are responsible for any transfer or payments that person makes from your Account, even if that person exceeds your authorization. You agree that we may comply with transfer or payment instructions entered by any person using your User ID and Password, subject to the terms set forth more fully below in the Unauthorized Users section of this document.

Subject to some limitations based on account type or designation as business or consumer, funds may be transferred:

- Between your eligible Checking, Money Market, Savings, and Loan accounts using the Transfers widget;
- Between your eligible Checking, Money Market, Savings, and Loan account to the eligible accounts of another Credit Union member; and
- Between your eligible Checking, Money Market, Savings, and Loan account to an eligible account held outside of the Credit Union (External Transfer).

All transfers are effective immediately when you complete and submit the transfer online, with the exception of VISA payments, which post by the start of the next business day.

Upon completion of a transfer using Online Banking, you will be given a confirmation number. You should keep a record of these numbers. No printed receipts are issued through Online Banking. You should print or electronically store the confirmation of your payment to keep for your records.

Transfers between accounts take place immediately, therefore, you cannot cancel or change a transfer once you have confirmed it and submitted it.

### **Account to Account Transfer**

You may transfer funds electronically between your eligible consumer accounts at Jeanne D'Arc Credit Union. (All accounts must be in your name and tax identification number.) You may transfer available funds provided there are no other holds or restrictions on the account or the funds in the account. You cannot transfer to or from a passbook savings account or a certificate of deposit account.

Other than any restrictions mentioned elsewhere in this Agreement and Disclosure, or any restrictions on transfers between your accounts due to Federal Regulation, your account balance, or the types of accounts eligible for transfer, there are no restrictions on the dollar amount, transaction volume, or frequency of transfers between your accounts.

### **Member to Member Transfer**

Member to Member transfers allow you to transfer money out of your account to another Credit Union account of which you are not an owner. Transfers between accounts take place immediately, therefore, you cannot cancel or change a transfer once you have confirmed it and submitted it.

In addition to any restrictions mentioned elsewhere in this Agreement and Disclosure and any restrictions due to Federal Regulation, your account balance, or the types of accounts eligible for transfer, member to member transfers are also subject to the following dollar amount, transaction volume, and frequency limitations:

- \$1,000 per day; \$2,000 per week; \$4,000 per month
- Youth Members (18 and younger): \$750 per day; \$1,000 per week; \$2,000 per month

### **External Transfer**

External Transfers allow you to transfer money out of your eligible account to an account held outside of the Credit Union. Transfers between accounts take place immediately, therefore, you cannot cancel or change a transfer once you have confirmed it and submitted it.

In addition to any restrictions mentioned elsewhere in this Agreement and Disclosure, and restrictions due to Federal Regulation, your account balance, or the types of accounts eligible for transfer, external transfers are also subject to the following dollar amount, transaction volume, and frequency limitations:

- \$5,000 per day; \$5,000 per week; \$10,000 per month
- Youth Members (18 and younger): \$750 per day; \$1,000 per week; \$2,000 per month

### **Bill Payment Services**

The Credit Union has contracted with a Third Party Service Provider (Bill Pay Service Provider) to provide Bill Payment & Presentment service to our members (Bill Pay Services). The Bill Pay Service Provider will process bill payments directly related to your Bill Pay Services initiated through Online Banking. The Credit Union reserves the right to change Bill Pay Service Providers at any time and without notice.

The use of Bill Pay Services is restricted to payees who accept payment in U.S.Dollars and are located in the United States and its territories. You cannot use Bill Pay Services to make payments to federal, state, and local governments (e.g. tax payments and court directed payments for alimony and child support). Some other categories of payees may also be restricted.

### **Registration Process**

To begin using the Bill Pay Service, you must enroll online by selecting the Bill Payment button from within Online Banking. You may begin using Bill Pay Services immediately after selecting the Bill Pay widget within Online Banking. Payees must be set up initially using a desktop computer and cannot be set up using a mobile access device.

### **Payment Options**

The available payment options (including the presentment of your bills (or e-bills)) are dependent on the Payee and our Bill Pay Service Provider. Electronic payments will be executed through the automated clearinghouse (ACH) and will be subject to the rules of the National Automated Clearing House Association (Nacha).

- **Pay manually (for all payee types):** You have to initiate the payment in Bill Pay, whether electronic or check. The bill appears in your Incoming Bills section if you have opted for e-bills with that Payee.
- **Pay automatically at regular intervals (for all Payee types):** The bill is paid automatically based on the rules you previously set up, whether electronic or check. The bill appears in your Pending Payments section. This is a good choice for mortgages or other bills that are the same amount monthly.
- **Pay automatically in response to an e-bill (Payees with Bill Presentment only):** The bill is paid automatically based on the rules you previously set up, electronic only. The bill will appear in the Pending Payments section if it meets your predetermined rules. If it does not meet your rules, then it will appear in the Incoming Bills section. This is a good choice for utility or other bills that are different amounts every month, but tend not to be "more than" a certain amount, or for credit cards where you pay the minimum balance.

## Payment Processing

**Processing Days:** Bill Pay Services business days are Monday through Friday, excluding bank holidays. When scheduling payments on a weekend, the first day you can schedule payments (one-time or automatic) is the first business day following the weekend. Generally, one-time or automatic payments that fall on a Saturday, Sunday, or bank holiday, are processed the next business day. Same-day payments must be scheduled before 3pm ET, or they will be processed on the next business day.

## Scheduling Payments

**Send On date:** When setting up the payment, the **Send On** date field defaults to the first available date. This is the current date up to 3 PM Eastern time. The Send On date is the date in which our Bill Pay Service Provider will begin to process the payment and should be scheduled either 3 or 5 business days prior to the due date, depending on the payment method (electronic or check payment).

- **Estimated Delivery date:** When you select the Send On date, the Estimated Delivery date will automatically appear based on the payment method of the payee.
- Upon completion of a Bill Payment using the Bill Pay Services you will be given a *Status* and *Confirm #* indicating the payment was successfully scheduled. This number is used when contacting the customer support of our Bill Pay Service Provider for later inquiries. You should print the confirmation screen of your payment or store it electronically to keep for your records. No printed receipts are issued through Online Banking or the Bill Pay Services.
- The amount of the payment will be deducted from your account within two (2) business days of the **Send On** date. While it is anticipated that most transactions will be completed during this time, it is understood that, due to circumstances beyond our control, particularly delays in handling and posting payments at the merchant or financial institutions, some transactions may take longer.
- **Electronic payments (if accepted by the payee)** - the **Deliver By** date is three (3) business days after the **Send On** date. Electronic payments will be executed through the automated clearinghouse (ACH) and will be subject to the rules of the National Automated Clearing House Association (Nacha).
- **Check payments** - the **Deliver By** date is (5) business days after the **Send On** date.
- If a Bill Payment request describes the recipient incorrectly by name or account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named recipient.

## Editing Payments

In general, while bill payments are still pending, you can:

- Edit payments up until 3:00pm Eastern time on the **Send On** date.

- Cancel payments up until 3:00pm Eastern time on the **Send On** date.
- Paper checks can sometimes be stopped after the process date by contacting the Credit Union. A stop payment may be possible if the check has not cleared the Bill Pay Service Provider's account. A Stop Payment Fee will be assessed for this service based on our current Consumer Fee and Service Charge Schedule.
- Payments that have been remitted electronically cannot be stopped.
- Stop payments are governed by the terms and conditions set forth in the Terms and Conditions of your Consumer Account Agreement.

#### **Insufficient Funds**

The Bill Pay Service Provider releases the payment to the Payee without knowing whether or not you have the available funds in your account to cover the debit (withdrawal from your account). Your account is debited via ACH one to two business days after the specified **Send On** date (i.e. the date that the payment starts to process).

- The debit transaction will display on the Internet Banking Account History screen as an ACH transaction.
- Two bill payments scheduled for the same day will result in two separate ACH withdrawals -not one lump sum.

If your account has **insufficient funds**, your payments will be returned which will prompt the system to block your account, preventing all of your scheduled payments during your blocked status to be cancelled and you will not be able to make additional payments.

Any recurring future dated payments scheduled for release during the time the account is blocked will not be sent. You will be sent a letter advising you of a blocked account.

#### **The Bill Pay Service Provider may try to re-debit the account for the amount of the bill payment:**

- **Electronic Payment:** The Bill Pay Service Provider attempts to debit the account (up to) 2 additional times.
- **Paper Check, Less than \$500:** The Bill Pay Service Provider attempts to debit the account (up to) two additional times.
- **Paper Check, More than \$500:** The Bill Pay Service Provider only attempts to debit the account once. If it returned for insufficient funds, the Bill Pay Service Provider attempts to place a stop payment on check.

#### **Once the NSF (non-sufficient funds) is cleared and the block is lifted:**

- **Recurring (automatic) payments** are reinstated. Future dated recurring payments will be processed. However, any instances of the recurring payment that occurred during the blocked period are not resent and remain cancelled.
- **Single (manual) payments**, even if scheduled to be processed for a date well into the future, remain cancelled and you have to reschedule them if you want them to be paid.

#### **If the debit does not clear:**

**Non-Sufficient Funds (NSF)** – If it is determined that the funds are not available from an open funding account, The Bill Pay Service Provider will consider this payment to be NSF and will proceed with collections. The Bill Pay Service Provider uses Complete Payment Recovery Services, Inc (CPRS), for their collection efforts. The member must contact CPRS directly to resolve any collection issues regarding their bill pay account. The contact number for CPRS is 800-873-5869.

**All other returned payments (i.e. Closed funding accounts)** – If it is determined the debit of the account is returned due to any other reason, the Bill Pay Service Provider will not reach out to you and will inform the Credit Union of the insufficient funds on the payment. The Credit Union is responsible for collecting those funds from you. In these cases, the Credit Union will collect the funds from your open checking account, provide an electronic communication to you regarding this, and will advise you to update their funding account in the Bill Pay application.

## **Closing the Bill Pay Account**

The Bill Pay Service Provider will close a Bill Pay account if collection of debit returns is unsuccessful or if fraudulent activity is identified. Accounts that have been blocked for more than one year or for which a collection item has been determined to be unrecoverable by the Bill Pay Service Provider are automatically terminated.

## **Statements**

You will be sent a monthly statement, either through electronic delivery or delivery of the United States Postal Service, depending on your account preferences. Your monthly statement will include all of the transactions for your account, other than certificate of deposit transactions. Bill Pay Services payments and Online Banking transfers will appear on your statement. You agree to review your monthly statement activity promptly. If your monthly statement shows transfers or payments of funds that you did not make, you must tell us at once. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address. Please refer to the Terms and Conditions of Your Consumer Account, Consumer Truth in Savings Disclosure, and any other applicable disclosures you received at account opening for further information on your responsibility with respect to statements.

The Terms and Conditions Disclosures Consumer Truth and Savings and any other applicable disclosures can also be found at <https://www.jdcu.org/fees-disclosures/>

## **Security Procedures**

You must enter your User ID and Password at the start of every Online Banking session. Your User ID and Password are confidential, and you are responsible for safekeeping them. You agree not to disclose or otherwise make your User ID or Password available to anyone not authorized to withdraw funds from your Account.

- You are responsible for all of the activity and transactions on your account, including those performed by others who have been authorized to use your User ID and Password. For example, if you permit another person(s) to use your User ID and Password to access Online Banking, you are responsible for any transaction you authorize from your account.
- You acknowledge that if you share your User ID and Password with a non-owner, they will have full electronic access to all of your accounts in Online Banking.

Your Online Banking transactions are private and secure as the latest technology was applied in creating the Online Banking security architecture. If you wish to learn more about Online Banking security, please click on the security information link on our home page ([www.jdcu.org](http://www.jdcu.org)).

To protect the integrity and response time of the system, we may establish on-line time limits for each Online Banking session. The maximum time limit may change from time to time. Also, for your account safety, a "lock-out" feature will deny access to your accounts in the event there are too many invalid or potentially fraudulent attempts to access your account.

## **Limit of Our and Other Providers' Responsibility**

We agree to make reasonable efforts to ensure full performance of Online Banking. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for events not under our control that may affect the accuracy or timeliness of electronic communications you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider providing connection to the Internet or caused by any browser software. We are not responsible for any direct, indirect, special, incidental, or consequential damages arising in any way out of your use of Online Banking.

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 the damages caused. However, there are some exceptions to our liability to you. We will not be liable, for instance, if:



- Through no fault of ours, you do not have enough money in your account(s) to make the transfer or payment;
- The transfer would go over the available credit limit on your line of credit with us that is eligible for disbursement using Online Banking;
- You do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due;
- The payee does not process your payment correctly or in a timely manner;
- A court order or legal process prevents us from making a transfer or payment;
- Circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods;
- You do not give proper, complete or correct instructions for the transfer or you do not follow the procedures in this or any other agreement with us for requesting a transfer;
- The U.S. Postal Service causes a delay;
- You have previously reported your account or password lost or stolen or we have canceled your password and/or the use of Online Banking;
- We have reason to believe that you or someone else is using your Online Banking account for fraudulent or illegal purposes; or
- You default under any agreement with us or if you or we terminate this Agreement and Disclosure; and
- The payee's address or account number changes.

If either you or we end your rights to use Online Banking, we will no longer have to complete any of your Online Banking transactions. You will remain obligated to us under this Agreement and Disclosure for all your Online Banking transactions even if they occur or are completed after this Agreement and Disclosure is ended.

### **Your Liability for Unauthorized Use**

Tell us AT ONCE if you believe your User ID and/or Password has been lost or stolen, or if they have been used, or may be used, without your permission. Telephoning is the best way, if any, of minimizing your losses. You can lose no more than \$50 if you fail to give us notice of your lost or stolen User ID and/or Password and they are used without your permission. Please use the telephone number and address shown in this agreement or on our website to contact us.

### **Errors or Unauthorized Electronic Transfers**

Please refer to the Consumer Electronic Funds Transfer Disclosure and any other applicable disclosures you received at account opening for further information on your responsibility with respect to electronic transfers. If you believe there has been an error or you have a question about a transfer, please refer to the Error Resolution Notice in the Consumer Electronic Funds Transfers Disclosure you received at account opening for instructions on what to report to us. Call or write to us if you have any questions. Please use the telephone number and address shown in this agreement or on our website to contact us.

The Terms and Conditions and Electronic Funds Transfer Disclosure and any other applicable disclosures can also be found at <https://www.jdcu.org/fees-disclosures/consumer-fees-disclosures/>.



## **Terminating the Online Banking Agreement and Disclosure**

You may end your rights to use Online Banking by telling us in writing. We may end your rights to use Online Banking for any reason and at any time without telling you. You are considered inactive after 90 days of inactivity and your account may be disabled at that time.

If more than one person is authorized to withdraw funds from your account or if another person uses Online Banking to access your account, we cannot stop that person from using Online Banking unless we end this Agreement and Disclosure. We are not responsible for notifying account holders of the status of this Agreement and Disclosure with their joint account holders.

If you end your rights to use Online Banking, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your written notice. Once we have acted upon your notice, we will make no further transfers or payments from your account, including transfers or payments you have previously authorized. However, you must cancel any automatic recurring payments using Online Banking prior to closing your account, otherwise we will continue to make such payments.

If we end your rights to use Online Banking, we reserve the right to make no further transfers or payments from your account, including any transaction you have previously authorized. If either you or we end your rights to use Online Banking, we will no longer have to complete any of your Online Banking transactions. You will remain obligated to us under this Agreement for all your Online Banking transactions even if they occur or are completed after this Agreement is ended.

## **Other Conditions**

You are responsible for complying with all terms of this Agreement and Disclosure, the terms of all other agreements and disclosures applicable to your account at any time, and the regulations governing the accounts that you access using Online Banking. We can terminate your Online Banking privileges without notice to you if you do not pay any fee required in this Agreement and Disclosure when due or if you do not comply with any of the other terms and conditions of this Agreement and Disclosure.

## **Change in Terms**

You agree to receive electronic communications of change in terms affecting your use of Online Banking. We will deliver the electronic communication to you at least 30 days before the effective date of any change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased costs or liability to you or stricter limitations on transfers you may make. If, however, an immediate change to this Agreement and Disclosure is necessary for security reasons, we may amend this Agreement and Disclosure without such prior notice.

## **Proprietary Rights**

You acknowledge and agree that Jeanne D'Arc Credit Union and its licensor own all rights to this Web site and the content displayed on the site. You are only permitted to use this content as expressly authorized by the Online Banking service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the technology, including, but not limited to, any java applets associated with Jeanne D'Arc Credit Union's Online Banking service. Your right to use Online Banking is personal to you; therefore, you agree not to resell or make any commercial use of the service.

## **Governing Law**

The federal laws of the United States and the laws of the Commonwealth of Massachusetts govern this Agreement and Disclosure unless otherwise required by federal or state law. Any issue relating to an account or service with us that you access through Online Banking shall be governed by the laws specified in the agreement for that account or service if there is a separate agreement for that account or service. In the event of any conflict between these provisions and any applicable law or regulation, these provisions shall be deemed modified to the extent, and only to the extent, required to comply with such law or regulation.

### **Information Authorization**

Your enrollment in Online Banking may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in Online Banking, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized credit bureau. Information obtained will be used by the Credit Union to verify information you provide us and to set limits associated with your use of Online Banking. You agree that we reserve the right to obtain financial information regarding your account from a payee or other financial institution (for example, to resolve payment posting problems or for verification). In addition, you agree that we reserve the right to independently verify any of the information you provide.

### **Assignment and Delegation**

You may not assign this Agreement and Disclosure, in whole or in part, or delegate any of your responsibilities under this Agreement and Disclosure to any third party or entity. Any such attempted assignment or delegation will not be recognized by us unless and until acknowledged by us in writing. We are not, however, under any obligation to give to you our written acknowledgment.

We may, in our sole discretion and at any time, assign this Agreement and Disclosure, in whole or in part, or delegate any of our rights and responsibilities under this Agreement and Disclosure to any third party or entity.

### **No Waiver**

No delay of or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement and Disclosure on any one occasion will constitute a waiver of that power, right, remedy or obligation on any later occasion. In any event, no such delay or waiver by us is effective unless it is in writing and signed by us.

### **Provisions Severable**

If any provision of this Agreement and Disclosure is held to be void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be treated as part of this Agreement and Disclosure. All other provisions of this Agreement and Disclosure will, however, remain in full force and effect.