

# Jeanne D'Arc Credit Union: Online Banking Disclosure & Agreement

Please select the appropriate Agreement & Disclosure below, based on your membership with Jeanne D'Arc Credit Union, to view prior to using our Online Banking Service:

[Online Banking Agreement & Disclosure](#)  
[Business Online Banking Agreement & Disclosure](#)

**When you log on to Jeanne D'Arc Credit Union's Online Banking service, using your Jeanne D'Arc CU ID Number and password, you agree to be bound by the terms of this Online Banking Agreement and Disclosure. Please read it carefully. If you and others you permit to use this service do not agree to the terms and conditions of this Agreement and Disclosure, you may not use Online Banking. You may print it or you may receive a copy of it along with other agreements that govern your accounts and services with us by contacting us at our Service Center as shown below:**

Jeanne D'Arc Credit Union  
Attn: eService Center  
581 Merrimack Street  
Lowell, MA 01854

Phone: (978) 452-5001  
Business Hours: (Excluding State and Federal Holiday's)  
Monday; Tuesday; Wednesday 8:00 A.M. to 4:00 P.M.  
Thursday; Friday 8:00 A.M. to 6:00 P.M.  
Saturday 8:00 A.M. to 1:00 P.M.

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## Online Banking Agreement & Disclosure

In this Agreement and Disclosure the words "you" and "your" mean an Internet Banking customer, and the words "we," "us," and "our" mean Jeanne D'Arc Credit Union. The word "account" means any account you have with us that is listed under your name and your tax identification number. All references to time of day in this Agreement and Disclosure refer to Eastern Standard Time.

Your account(s) and the use of Online Banking are also governed by Jeanne D'Arc Credit Union's Terms and Conditions, Electronic Funds Transfer disclosure, Truth and Savings disclosure and Funds Availability Disclosure which are provided to you when you open your account. You can also view these disclosures on our [Web site](#).

## ELECTRONIC COMMUNICATIONS

You agree to receive this Agreement and Disclosure and any and all disclosures or Notices required by federal and state law and regulation and all other communications, electronically to the e-mail address you designate in your User Options. You also agree that 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 within three (3) calendar days of the date sent by us to the e-mail address you designate in your User Options, or via our Secure E-mail located within the Online Banking Service, regardless of whether you log on to the Online Banking Service within that time frame. You are deemed to have received any electronic messages sent to you when they are made available to you. You may print a copy of such communications using the "print" function of your

software. We will not immediately receive e-mail 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 e-mail message. You should not rely on e-mail 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 unauthorized transfers or errors or requests for stop payments) to us by calling our Member Service Center (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 error.

### **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. In order to use Online Banking, you must be a member of Jeanne D'Arc Credit Union. Additionally, 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 Online Help Index located on our Online Services page. Our Internet address is [www.jdcu.com](http://www.jdcu.com).

You can use your PC or mobile access device to access Online Banking any time, day or night, seven days a week. However, Online Banking may occasionally be temporarily unavailable due to credit union record updating 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 hardware, mobile access device, software and maintenance.

Online Banking is limited to personal accounts only and does not include business or other commercial accounts. 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.

### **Online Banking Access:**

#### **Business Days**

You can use Online Banking 24 hours a day, 7 days a week, except during any special or scheduled maintenance. For transferring funds (deposits or payments) between your Jeanne D'Arc Credit Union account and a third party, the business days are Monday through Friday; and do not include Massachusetts and Federal holidays.

#### **User Access**

You will be able to first access your account by using your PC and going to the home page of [www.jdcu.com](http://www.jdcu.com) and entering your Jeanne D'Arc CU ID Number in the User ID field and your current CALL24 PIN in the Password field. You cannot access Online Banking for the first time with a mobile access device. Each owner of an account is assigned their own Jeanne D'Arc CU ID Number to access their account(s). The Jeanne D'Arc CU ID Number and Password will allow access, and all available transaction capabilities, to the accounts in which you are an owner of.

### **During enrollment you will be prompted to complete:**

- **Change Password:** Upon your first login you will be required to select a new Online Banking password that must consist of at least six (6) characters and use a mix of letters, numbers, or symbols. This change will not affect your Call-24 PIN, as it will only change your Online Banking password. You may change your password at any time by using the User Options in the My Profile section. For your protection, we recommend that you periodically change your password.
- **One-Time Passcode Verification:** You will be prompted to set-up a phone number or email address through which to receive a one-time passcode to verify your identity. The one-time passcode will be issued to you via a phone call, text message, or email without which you will not be able to access Online Banking during registration or subsequent Online Banking logins from unrecognized devices.

- **Alternate User ID Set-Up:** You will be prompted to select an Alternate User ID to replace your account number as your User ID.

### **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 Schedule of Fees and Service Charges. 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 Schedule of Fees and Service Charges. The monthly service fees will be deducted from your checking account during the first week of each month.

### **The Online Banking menu includes these options:**

<b>Menu Option</b>	<b>This feature allows you to....</b>
My Accounts	<ul style="list-style-type: none"> <li>• Access your various savings, checking and loan accounts</li> <li>• View your current deposit and loan balances</li> <li>• View several months of transaction history for each account</li> <li>• Transfer funds between your accounts</li> <li>• Download account information</li> </ul>
Bill Payment	<ul style="list-style-type: none"> <li>• Pay bills through your personal computer rather than by writing and mailing checks</li> <li>• Schedule one-time payments or recurring payments</li> </ul>
Move Money	<ul style="list-style-type: none"> <li>• Create scheduled / recurring transfers</li> </ul>
Manage Money	<ul style="list-style-type: none"> <li>• Access FinanceWorks and TurboTax</li> </ul>
Additional Services	<ul style="list-style-type: none"> <li>• Enroll in Text Message Banking</li> <li>• Set-up email and alert notifications</li> <li>• Access Manage My VISA®</li> <li>• Reorder your Jeanne D'Arc CU checks</li> <li>• Make a check deposit</li> </ul>
Online Forms	<ul style="list-style-type: none"> <li>• Send us secure online forms and applications</li> </ul>
Online Statements	<ul style="list-style-type: none"> <li>• Enroll in Online Statements</li> <li>• View, download, and print Online Statements</li> </ul>

**Menu  
Option**

**This feature allows you to....**

- |            |  |
|------------|--|
| My Profile | <ul style="list-style-type: none"><li>• Change your Online Banking password</li><li>• Change your email address; history date range; default history sort order; change account nicknames and hide specific accounts; change your User ID.</li></ul> |
| Sign Off   | <ul style="list-style-type: none"><li>• Securely close out your Online Banking session</li></ul>   |

**Online Banking Transactions**

Online Banking allows you to perform various account inquiries and transactions, as described in the Account Access and Bill Payment sections below. All bill payments and transfers are subject to the terms and conditions of the Account being accessed. There are no limits on the dollar amount or amount of transfers (except as noted below per Federal Regulation D) you may make as long as the transaction does not cause the balance in your account to be less than zero. However, 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. All bill payments and transfers are subject to the terms and conditions of the account being accessed. You can also use Online Banking to obtain electronic credit advances from your Home Equity Line account up to your available credit line.

The Federal Reserve Bank Regulation D limits the number of transfers and check withdrawals from savings accounts. You may make up to a total of six (6) pre-authorized, automatic, or telephone transfers or payments per account cycle from your savings account to other accounts or to third parties. Transfers from savings accounts made through Online Banking are counted against the permissible number of transfers.

**Account Access:**

- **Account Summary**  
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.
- **Account Transfer**  
You may transfer funds electronically between your 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 on the Accounts. You cannot transfer to or from a passbook savings account or a certificate of deposit account.

Upon completion of a transfer using Online Banking, you will be given a reference number. You should keep a record of these numbers. No printed receipts are issued through Online Banking. You should print the confirmation screen 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.

- **Cross Account Access**

Cross account transfers allow you to transfer money out of accounts in which you are an owner to Jeanne D'Arc CU Accounts in which you are not an owner of via Online Banking.

**BILL PAYMENT SERVICE**

Jeanne D'Arc Credit Union has contracted with Metavante Corporation to provide third-party Bill Payment & Presentment service to our members. Metavante will process bill payments and answer questions directly related to your bill payments initiated through Online Banking. Members may contact Metavante by toll-free telephone access, using the telephone number shown on the bill payment support screen, or by e-mail within the "Bill Pay User Support Inquiry" screen. Jeanne D'Arc Credit Union reserves the right to change Internet Bill Payment Service providers.

The use of Bill Payment is restricted to payees who accept payment in U.S. Dollars and are located in the United States and territories. You cannot use Bill Pay 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 Jeanne D'Arc CU Bill Pay service, you must enroll online by selecting the Bill Payment button from within Online Banking using a PC. You cannot enroll in the Jeanne D'Arc CU Bill Pay service with a mobile access device. Within one business day, you will receive an activation email (upon approval by Metavante) stating that you can begin using Bill Pay immediately.

### Payment Options

The available payment options (including the presentment of your bills - e-bills) are dependent on the Payee and our bill payment provider.

- **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 Payment business days are Monday through Friday. Payments scheduled for the weekend are always processed on the Friday before. Therefore, when scheduling payments on a weekend, the first day you can schedule payments (one-time or automatic) is the Monday following the weekend. Generally, one-time or automatic payments that fall on a Saturday, Sunday or bank holiday are processed the previous 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 9 PM Eastern time. The Send On date is the date in which Metavante 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).

- **Deliver By date:** When you select the Send On date, the Deliver By date will automatically appear based on the payment method of the payee. This is the date in which Metavante guarantees that your payment will reach the payee. If the payment arrives late, Metavante covers any late-payment related charges (up to \$50.00), as long as you scheduled the transaction in accordance with Metavante's

terms and conditions. Metavante sends the late-payment related refund to you, the bill pay member, not the payee.

- Upon completion of a Bill Payment using Online Banking 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 payment service provider for later inquiries. You should print the confirmation screen of your payment to keep for your records. No printed receipts are issued through Online Banking.
- The amount of the payment will be deducted from your account within two (2) business days of the payment **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 9:00pm Eastern time on the **Send On** date.
- Cancel payments up until 9:00pm Eastern time on the **Send On** date.
- Paper checks can sometimes be stopped after the process date by contacting Jeanne D'Arc Credit Union or our bill payment service provider's Customer Support. A stop payment may be possible if the check has not cleared the service provider's account. A Stop Payment Fee will be assessed for this service based on our current Jeanne D'Arc CU Fee & Service Charge Schedule.
- Payments that have been remitted electronically cannot be stopped.

### Insufficient Funds

Metavante releases the payment to the Payee without knowing whether or not the 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.

### Metavante may try to re-debit the account for the amount of the bill payment.

- **Electronic Payment:** Metavante attempts to debit the account (up to) 2 additional times.

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

**Once the NSF (insufficient funds) is cleared up 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:**

- **Collections:** If Metavante is unable to debit the account after the attempts, they will begin collection proceedings against you. Jeanne D'Arc Credit Union is not involved in this process - it is strictly between Metavante and you.
- **Closing the Bill Pay Account:** Metavante 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 Metavante are automatically terminated.

**Bill Payment Features**

**Payments**

- **Bills & Payments: View incoming bills and pending payments. Edit or cancel pending payments**
- **View Bill - Allows you to view the electronic version of your bill.**
- **File - Allows you to remove a bill by filing it (this does not delete the bill). This is usually done to remove bills that have been paid by other means. This action cannot be reversed.**
- **Continue Payment: Allows you to choose the amount and date for this bill.**
- **Make Payments: Create a payment from a list of payees.**  
Schedule manual ("one time") payments to payees; specify the amount of the payment and the *Send On* date. **Payees**

**Payees**

- **Payee List:** View and edit a payee's information; view payment history; view e-bills and notices received online from this payee; set up, change, or cancel an e-bill using the links within the E-Bill Status column; view and change the payment option - pay manually (for all Payee types), pay automatically at regular intervals (for all Payee types), or pay automatically in response to an e-bill (Payees with Bill Presentment only).
- **Add Payee:** Allows you to add payees, either manually or by viewing the payee list, and select whether you would like to receive your bill electronically (e-bill). You will only be taken to the e-bill screen if the payee is enabled for e-bills. Otherwise, you will be taken to the Confirmation screen. You cannot add payees from a mobile access device.
- **You also have the ability to pay this payee, add payment options and add e-mail notifications for this payee.**
- **Manage Categories:** Add, edit or remove payee categories .You can also verify that the information submitted for payment is correct.

## Reports

- **View Report:** Generate a report on screen or download to your PFM (personal financial manager) software.
- **Search Records:** Search for payment records using payee name, funding account or date range
- **Order CD:** Order a year-end CD ROM of your bill images, bill summary and payment history.
- **Order Status:** Check the status of your CD order(s).

## Profile

- **Funding Accounts:** View your existing checking (funding) accounts you are using to pay your bills from and their status; Edit the nickname of the funding account; Change your default funding account (if there is more than one); Delete a funding account (if there is more than one).
- **Add Funding Account:** Add a new Jeanne D'Arc CU Checking Account in which to pay your bills from.
- **Personal Information:** View your account and personal information; Change the format of your email notifications, HTML or text format.

## Statements

You will be sent a monthly statement, through the USPS, covering all of your account transactions for your account(s), other than certificate of deposit transactions. Your Online Banking bill payments and 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 "Jeanne D'Arc Credit Union Terms & Conditions" for further information on your responsibility with respect to statements.

## Purchase Rewards Offers—End User License Agreement

**In addition to the above content, if you decide to use the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.**

**License Grants and Restrictions.** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the purchase rewards application (Purchase Rewards Offers) to benefit from your debit card purchases.

In addition to the Purchase Rewards Offers, the terms "Purchase Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Purchase Rewards maintenance, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Purchase Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Purchase Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Purchase Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of Purchase Rewards Offers or any other services provided in connection with it, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) perform or attempt to perform any actions that would interfere with the proper working of Purchase Rewards Offers or any services provided in connection with it, prevent access to or the use of Purchase Rewards Offers or any or services provided in connection with it by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using



Purchase Rewards Offers; or (vi) otherwise use Purchase Rewards Offers or any services provided in connection with it except as expressly allowed under this Section 1.

**Ownership.** Purchase Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

**Your Information and Account Data with Us.** You are responsible for (i) maintaining the confidentiality and security of your 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 Purchase Rewards Offers or any services provided in connection with it, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in Purchase Rewards Offers or any services provided in connection with it (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for Purchase Rewards Offers or any services provided in connection with it, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to Purchase Rewards Offers or any services provided in connection with it (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide Purchase Rewards Offers or any services provided in connection with it to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

**Your Information and Account Data With Other Financial Institutions.** Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

**Third Party Services.** In connection with your use of Purchase Rewards Offers or any other services provided in connection with it, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

**Third Party Websites.** Purchase Rewards Offers may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in Purchase Rewards Offers or any other services provided in connection with it is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for it.

**Purchase Rewards Offers.** If you decide you wish to participate in the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

**Purchase Rewards.** You will earn rewards for your participation in the Purchase Rewards Offers program based on total purchases. If you participate in the Purchase Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Purchase Rewards Offers deposit account which is associated with the Purchase Rewards Offers program.

**Purchase Rewards Offers Account.** You must use the debit card associated with the Purchase Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Purchase Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Purchase Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available."
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

#### **E-mail**

Because normal Internet e-mail transmissions may not be secure, you agree to contact us electronically through Online Banking secure e-mail or our Secure Guest Book on our web site. You also agree to receive communications regarding your account, including change-in-terms notices regarding Online Banking, electronically and will not attempt to circumvent receiving any messages.

You are deemed to have received any electronic messages sent to you when they are made available to you. You may print a copy of such communications using the "print" function of your software. We will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate with us immediately (for example, if you need to stop payment on a check, to report a lost or stolen Debit/ATM card or to report an unauthorized transaction from one of your accounts). We will not take actions based on your e-mail requests until we actually receive your message and have a reasonable opportunity to act.

#### **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 Number 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 accounts, 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 their User ID and Password with a non-owner, they will have full electronic access to all of the related accounts under your Jeanne D'Arc CU ID Number.

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.com](http://www.jdcu.com)).

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 PIN or password attempts on the 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 malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages 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 Home Equity Line with us;
- 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
- The payee's address or account number changes.

### **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 to contact us.

### **Errors or Questions**

If you believe there has been an error or you have a question about a transfer, please refer to the Error Resolution Notice in our Electronic Funds Transfers disclosure 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 to contact us.

### **Terminating the Online Banking Agreement**

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.

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. We are not responsible for notifying account holders of the status of this agreement 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 the regulations governing the deposit and credit 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 when due or if you do not comply with any of the other terms and conditions of this agreement.

### **Change in Terms**

You agree to receive electronic notice of change in terms affecting your use of Online Banking. We will deliver the electronic notice to you at least 30 days before the effective date of any change in a term or condition disclosed in this agreement 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 in the terms and conditions is necessary for security reasons, we may amend these terms and conditions 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 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.

**When you log onto Jeanne D'Arc Credit Union's Business Online Banking service you agree to be bound by the terms of this Online Banking Agreement and Disclosure (referred to in this agreement as "Agreement and Disclosure"). Please read it carefully. If you and others you permit to use this service do not agree to the terms and conditions of this Agreement and Disclosure, you may not use Online Banking. You may print this Agreement and Disclosure or you may receive a copy of it along with other agreements that govern your accounts and services with us by contacting us at our Call Center as shown below:**

**Jeanne D'Arc Credit Union  
Attn: eService Center  
581 Merrimack Street  
Lowell, MA 01854**

Phone: (978) 452-5001

Business Hours: (Excluding State and Federal Holiday's)

Monday; Tuesday; Wednesday 8:00 A.M. to 4:00 P.M.

Thursday; Friday 8:00 A.M. to 6:00 P.M.

Saturday 8:00 A.M. to 1:00 P.M.

### **BUSINESS Online Banking Agreement and Disclosure**

In this Agreement and Disclosure the words "you" and "your" mean an Online Banking customer, and the words "we," "us," and "our" mean Jeanne D'Arc Credit Union. All references to time of day in this Agreement and Disclosure refer to Eastern Standard Time.

Your account and the use of Online Banking are also governed by the Terms and Conditions which are included in the Understanding Your Business Accounts booklet you receive when you open your account.

### **General Information about Jeanne D'Arc Credit Union's Business Online Banking**

Jeanne D'Arc Credit Union's Business Online Banking is an electronic banking service that allows Internet access to account information and allows users to transfer funds and pay bills directly through the Internet. In order to use Jeanne D'Arc CU Business Online Banking:

- Your business must be a member of Jeanne D'Arc Credit Union
- You must be the Primary Owner of any business account (referred to in this agreement as "Account") established under your business or personal tax identification number.
- You will need a personal computer (referred to in this agreement as "PC") and Internet access with the latest browser version available through either Microsoft, Netscape, Firefox or other Certified Browser (found in "Online Help Index" located in the "Online Services" section of [www.jdcu.com](http://www.jdcu.com)). These browsers can be downloaded from our "Online Help Index" located in the "Online Services Section of [www.jdcu.com](http://www.jdcu.com).

You can use your PC to access Online Banking any time, day or night, seven days a week. However, Online Banking may occasionally be temporarily unavailable due to credit

union record updating 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 service provider and for your PC hardware, software and maintenance.

## **ELECTRONIC COMMUNICATIONS**

You agree to receive this Agreement and Disclosure and any and all disclosures or Notices required by federal and state law and regulation and all other communications, electronically to the e-mail address you designate in your User Options. You also agree that 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 within three (3) calendar days of the date sent by us to the e-mail address you designate in your User Options, or via our Secure E-mail located within the Online Banking Service, regardless of whether you log on to the Online Banking Service within that time frame. You are deemed to have received any electronic messages sent to you when they are made available to you. You may print a copy of such communications using the "print" function of your software. We will not immediately receive e-mail 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 e-mail message. You should not rely on e-mail 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 unauthorized transfers or errors or requests for stop payments) to us by calling our Member Service Center (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 error.

## **E-MAIL**

Because normal Internet e-mail transmissions may not be secure, you agree to contact us electronically through Online Banking secure e-mail or our Secure Guest Book on our web site. You also agree to receive communications regarding your account, including change-in-terms notices regarding Online Banking, electronically and will not attempt to circumvent receiving any messages.

We will not send you e-mails requesting confidential information such as account numbers, PINs, or passwords. If you receive such an e-mail purportedly from us, do not respond to the e-mail 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, except during any special or scheduled maintenance. For transferring funds (deposits or payments) between your Jeanne D'Arc CU account and a third party, the business days are Monday through Friday; and do not include Massachusetts and Federal holidays.

### **Enrollment**

**Online Banking is available by clicking on the Online Banking login at [www.jdcu.com](http://www.jdcu.com).** During enrollment, we will ask you to provide us with your Jeanne D'Arc CU ID Number and your Call-24 PIN as your initial password to authenticate you. If you do not have a Call-24 PIN you may obtain one by calling our Member Service Center at (978) 452-5001.

We only issue Call-24 PINs to the Primary Owner designated on the Business Membership Application. 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.

### User Access

You are allowed access, and all available transaction capabilities, to your business account through Online Banking by entering the business User ID and password into the login screen.

- The User ID is your business Jeanne D'Arc CU ID Number (for first login) and Alternate User ID for subsequent logins.
- Your initial password is your Call-24 PIN.

You agree to take reasonable precautions to safeguard your User ID and Password. You also agree to always exit Online Banking by clicking on "Sign Off" located in the upper right portion of the screen after using Online Banking.

### During enrollment you will be prompted to complete:

- **Change Password:** Upon your first login you will be required to select a new Online Banking password that must consist of at least six (6) characters and use a mix of letters, numbers, or symbols. This change will not affect your Call-24 PIN, as it will only change your Online Banking password. You may change your password at any time by using the User Options in the My Profile section. For your protection, we recommend that you periodically change your password.
- **One-Time Passcode Verification:** You will be prompted to set-up a phone number or email address through which to receive a one-time passcode to verify your identity. The one-time passcode will be issued to you via a phone call, text message, or email without which you will not be able to access Online Banking during registration or subsequent Online Banking logins from unrecognized devices.
- **Alternate User ID Set-Up:** You will be prompted to select an Alternate User ID to replace your account number as your User ID.

### PERMISSIBLE ACTIVITIES

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.

Online Banking allows you to perform various account inquiries and transactions, as described below. All bill payments and transfers are subject to the terms and conditions of the Account being accessed. There are no limits on the dollar amount or amount of transfers you may make as long as the transaction does not cause the balance in your account to be less than zero. However, 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.

Menu Option	This feature allows you to...
My Accounts	<ul style="list-style-type: none"><li>• Access your various savings, checking and loan accounts</li><li>• View your current deposit and loan balances</li><li>• View several months of transaction history for each account</li><li>• Transfer funds between your accounts</li><li>• Download account information</li></ul>



Menu Option	This feature allows you to...
Bill Payment	<ul style="list-style-type: none"> <li>• Pay bills through your personal computer rather than by writing and mailing checks</li> <li>• Schedule one-time payments or recurring payments</li> </ul>
Move Money	<ul style="list-style-type: none"> <li>• Create scheduled / recurring transfers</li> </ul>
Manage Money	<ul style="list-style-type: none"> <li>• Access FinanceWorks and TurboTax</li> </ul>
Additional Services	<ul style="list-style-type: none"> <li>• Enroll in Text Message Banking</li> <li>• Set-up email and alert notifications</li> <li>• Access Manage My VISA®</li> <li>• Reorder your Jeanne D'Arc CU checks</li> <li>• Make a check deposit</li> </ul>
Online Forms	<ul style="list-style-type: none"> <li>• Send us secure online forms and applications</li> </ul>
Online Statements	<ul style="list-style-type: none"> <li>• Enroll in Online Statements</li> <li>• View, download, and print Online Statements</li> </ul>
My Profile	<ul style="list-style-type: none"> <li>• Change your Online Banking password</li> <li>• Change your email address; history date range; default history sort order; change account nicknames and hide specific accounts; change your User ID.</li> </ul>
Sign Off	<ul style="list-style-type: none"> <li>• Securely close out your Online Banking session</li> </ul>

### **TRANSFERRING FUNDS**

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

You may transfer funds electronically between all of your eligible business accounts at Jeanne D'Arc CU. All eligible accounts must hold the same business name and tax identification number.

Upon completion of a transfer using Online Banking, you will be given a reference number. You should keep a record of these numbers. No printed receipts are issued through Online Banking. You should print the confirmation screen 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.

### **Types of Transfers; Posting**

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

- Between your eligible Checking, Money Market, Savings, and Loan accounts using the Account Transfers page

All such 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.

### **TRANSACTION LIMITATIONS**

There is a maximum dollar limit on any transfer equal to the available balance in your Account from which you are transferring funds.

Federal regulations limit the number of transfers and check withdrawals from interest-bearing accounts such as savings accounts. You may make up to a total of six (6) pre-authorized, automatic, or telephone transfers or payments per account cycle from your savings account to other accounts or to third parties. Transfers from savings accounts made through Online Banking are counted against the permissible number of transfers.

**Modifying or Reversing a Transfer** initiated through the Online Service. You may not delete or modify a single transfer once it has been processed by the Online Service. You may reverse the transaction by transferring the funds back to the account from which it was moved.

UNLESS OTHERWISE PROVIDED FOR IN THIS AGREEMENT AND DISCLOSURE, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS, THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

### **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.

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 "Online Banking Security" link on our "Your Privacy & Security" page which can be accessed from our home page ([www.jdcu.com](http://www.jdcu.com)).

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 password attempts on the account.

### **BILL PAYMENT SERVICE**

Jeanne D'Arc Credit Union has contracted with a bill payment service provider to provide bill payment service to our members. They will process bill payments and answer questions directly related to your bill payments initiated through Online Banking. Members may contact them by toll-free telephone access, using the telephone number shown on the bill payment support screen, or by e-mail within the "Bill Pay User Support Inquiry" screen. Jeanne D'Arc Credit Union reserves the right to change Online Bill Payment Service providers.

### **Registration Process**

You must register to use the bill payment option. There is a fee associated with the Bill Pay service, please view our current [Business Fee & Service Charge Schedule](#). To

register for bill payment you must log in to Online Banking via your PC using your User ID and Password, then select the Bill Payment icon from the top of the page. Follow the steps below to complete the registration process. You cannot enroll in the Jeanne D'Arc CU Bill Pay service with your mobile access device:

- Select the link "Click here to sign up for Bill Payment"
- Complete the Registration Form. Select the appropriate checking account from the drop-down of your available checking accounts. NOTE: Only one checking account per User ID can be registered for the Bill Pay service
- Click Continue
- Confirm the information on the application
- The Terms & Conditions screen will appear. After reviewing these Terms and Conditions of this service, click Accept.
- Within two to three business days, you will receive an activation e-mail, at which point you can begin using the Bill Payment service.
- You can now begin adding your payees and scheduling payments.

### **Payments**

You may only make payments through your designated Jeanne D'Arc CU checking account. 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).

- Your requested payments are forwarded to our bill payment service provider.
- Our Bill Payment service provider sends your payments to your designated payees by either:
  - electronic payment, if accepted by the payee which may take up to 3 banking business days to process; or
  - check, if the payee does not accept electronic bill payment, which may take up to 5 banking business days to process.
- Your payees must all be located in the United States and territories and accept payment in U.S. Dollars. You cannot use the Bill Payment service to make payments to federal, state, and local governments (e.g. tax payments and court directed payments for alimony and child support). We also reserve the right to refuse to make payments to some other categories of payees, including those restricted by OFAC regulations.

### **Available Funds**

If your account has insufficient funds, your payments will be returned which will prompt the system to block your account, preventing you from making more payments until the non-sufficient funds status is resolved. 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.

### **Bill Payment Business Days**

Bill payment business days are Monday through Friday. Payments scheduled for the weekend are always processed on the Friday before. Therefore, when scheduling payments on a weekend, the first day you can schedule payments (single or recurring) is the Monday following the weekend. Generally, single or recurring payments that fall on a Saturday, Sunday or bank holiday are processed the previous business day.

### **BILL PAYMENT FEATURES**

 **View Pending and History Payments**

This feature shows a tabular listing of the payee's scheduled future and historical payments with features to edit, delete or schedule new payments.

- **Pending payments** have been set up or 'scheduled,' but have not yet been processed by the Bill Payment processor.
- **History payments** are payments that have been processed. The *Status* column displays the current state of the history payment.

### Stopping or Changing Payments

In general, while bill payments are still pending, you have the option of changing or deleting the payments until 10 PM (EST) of the night before the scheduled "Process date".

- Paper checks can sometimes be stopped after the process date by contacting our bill payment service provider's Customer Care Center. A stop payment may be possible if the check has not cleared the service provider's account. Fees associated with your regular share deposit account will apply to stop payment transactions requiring the assistance of our Service Center.
- Payments that have been remitted electronically cannot be stopped.

### ◆ Payees

This feature allows you to add payees to, delete payees from, or edit payee information on the personal list of payees, as well as schedule payments. You can schedule monthly, semi-monthly, or weekly recurring payments using this feature. You cannot add payees from your mobile access device.

### ◆ Schedule Payments

This feature shows your Payees, account numbers, payment types, amount of the payment, scheduled dates of the payment and allows you to schedule single (one-time) and recurring (multiple) payments. .

- A single payment is paid one time, specified by entering a date into the *Process Date* field. The "process date" date is the date that the bill payment service provider will begin to process the payment.
- A recurring payment is paid multiple times on a regular basis. To specify the parameters of a recurring payment, click the *Recurring Date* button - this opens a browser window that displays payment parameter options.

You must initiate a Bill Payment on a processing date that is at least:

- 3 banking business days prior to your "due date" for electronic payments
- 5 banking business days prior to your "due date" for a paper check

While it is anticipated that most transactions will be completed on the day designated, 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.

Once scheduled the payment cannot be changed from single to recurring or from recurring to single. 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.

Upon completion of a Bill Payment using Online Banking 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 payment service provider for later inquiries. You should print the confirmation screen of your payment to keep for your records. No printed receipts are issued through Online Banking.

### OUR RESPONSIBILITIES

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 malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages 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;
- 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
- 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.

## **STATEMENTS**

You will be sent a monthly statement, either through electronic delivery or delivery of the United States Postal Service, covering all of your account transactions for your account(s), other than certificate of deposit transactions. Your Online Banking bill payments and 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 Account" found in the "Understanding Your Business Account" booklet you received at account opening for further information on your responsibility with respect to statements.

## **Purchase Rewards Offers—End User License Agreement**

**In addition to the above content, if you decide to use the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of**

**service.**

**License Grants and Restrictions.** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the purchase rewards application (Purchase Rewards Offers) to benefit from your debit card purchases.

In addition to the Purchase Rewards Offers, the terms "Purchase Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Purchase Rewards maintenance, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Purchase Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Purchase Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Purchase Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of Purchase Rewards Offers or any other services provided in connection with it, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) perform or attempt to perform any actions that would interfere with the proper working of Purchase Rewards Offers or any services provided in connection with it, prevent access to or the use of Purchase Rewards Offers or any or services provided in connection with it by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using Purchase Rewards Offers; or (vi) otherwise use Purchase Rewards Offers or any services provided in connection with it except as expressly allowed under this Section 1.

**Ownership.** Purchase Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

**Your Information and Account Data with Us.** You are responsible for (i) maintaining the confidentiality and security of your 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 Purchase Rewards Offers or any services provided in connection with it, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in Purchase Rewards Offers or any services provided in connection with it (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for Purchase Rewards Offers or any services provided in connection with it, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to Purchase Rewards Offers or any services provided in connection with it (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide Purchase Rewards Offers or any services provided in connection with it to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or

aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

**Your Information and Account Data With Other Financial Institutions.** Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

**Third Party Services.** In connection with your use of Purchase Rewards Offers or any other services provided in connection with it, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

**Third Party Websites.** Purchase Rewards Offers may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in Purchase Rewards Offers or any other services provided in connection with it is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for it.

**Purchase Rewards Offers.** If you decide you wish to participate in the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of

service.

**Purchase Rewards.** You will earn rewards for your participation in the Purchase Rewards Offers program based on total purchases. If you participate in the Purchase Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Purchase Rewards Offers deposit account which is associated with the Purchase Rewards Offers program.

**Purchase Rewards Offers Account.** You must use the debit card associated with the Purchase Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Purchase Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Purchase Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available."
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

## **FEES AND 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 Business Schedule of Fees and Service Charges. 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 Business Schedule of Fees and Service Charges. The monthly service fees will be deducted from your checking account during the first week of each month.



## **ERRORS OR UNAUTHORIZED ELECTRONIC TRANSFERS**

Please refer to the "Terms and Conditions of Your Account" found in the " Understanding Your Business Account" booklet you received at account opening for further information on your responsibility with respect to electronic transfers.

## **RELATED AGREEMENTS**

Your Accounts linked to the Online Banking Service will also be governed by the agreements, disclosures and other documents provided to you in connection with the opening of your Account(s), as they may be amended from time to time. If you have overdraft protection accounts that are linked to your Account, they continue to be governed by the applicable agreements you have with us. If any inconsistency exists between such other documentation and this Agreement, then this Agreement shall control to the extent of the inconsistency

## **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.

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.

## **Other Conditions**

You are responsible for complying with all terms of this agreement and the regulations governing the deposit and credit 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 when due or if you do not comply with any of the other terms and conditions of this agreement.

## **Change in Terms**

This Agreement and Disclosure may be amended from time to time and notice of such changes will be provided to you within a reasonable time prior to the effective date of any change in a term or condition which could result in increased costs or liability to you, or stricter limitations on transfers you may make; or as required by law. If, however, an immediate change in the terms and conditions is necessary for security reasons, we may amend these terms and conditions without prior notice. You agree to receive electronic notice of such changes in terms.

## **Proprietary Rights**

You acknowledge and agree that Jeanne D'Arc CU 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 CU'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 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.

### **ADDRESS OR BANKING CHANGES**

We will rely on your address, including, without limitation, your e-mail address, as it appears on our records for any and all communications we send to you unless and until you notify us, either in writing at Jeanne D'Arc Credit Union C/O Member Service Center, PO Box 1238, Lowell MA 01853-1238 or by calling our Call Center at (978) 452-5001 or toll free 1-(877)-604-5328, of a change of address by either you or the United States Postal Service, and we have had a reasonable opportunity to act on such notice. You also agree to notify us in writing at the above address at least ten (10) Business Days in advance of any change in your banking status.

### **INFORMATION AUTHORIZATION**

Your enrollment in the Online Banking Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Online Banking Service, 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 Jeanne D'Arc CU to verify information you provide us and to set limits associated with your use of the Online Banking Service. 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 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.

