

CONSUMER ONLINE BANKING AGREEMENT AND DISCLOSURE

When you log on to Jeanne D'Arc Credit Union's Consumer 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 (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 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 Member Service Center as shown below:

Mail

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

Phone:

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

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

Business Hours: (Excluding State and Federal Holidays)

Monday; Tuesday; Wednesday 8:00 A.M. to 5:00 P.M.

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

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

Consumer Online Banking Agreement and Disclosure

In this Agreement and Disclosure the words "you" and "your" mean an Online/Mobile 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 website, <https://www.jdcu.org/fees-disclosures/consumer-fees-disclosures/>.

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 Browser Support located on the login page of Online Banking, <https://my.jdcu.org/Authentication#/browser-support>.

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.

Consumer 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.

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 Contact Settings, or via our Secure Messaging widget 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 via secure email by selecting the Message Center widget within Online Banking. 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.

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 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 are allowed access, and all available transaction capabilities, to your account(s) through Online Banking by entering the User ID and password into the login screen from www.jdcu.com via a desktop computer.

You may also access your account using your mobile device via the Jeanne D'Arc Credit Union mobile application or mobile device's internet browser. Each owner of an account is assigned their own Jeanne D'Arc CU ID Number to initially access their account(s). Each owner of an account will choose their own Username and Password during the enrollment process for future access. The Username and Password will allow access, and all available transaction capabilities, to the accounts in which you are an owner of.

You are solely 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 the Software, services and your financial institution accounts (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Software and services (collectively, "Account Data").

Enrollment

Online Banking is available by clicking on the Online Banking login at www.jdcu.com or by opening the Jeanne D'Arc

Credit Union Mobile Application.

You will be able to first access your account by going to the home page of www.jdcu.com via a desktop computer or mobile device or by the mobile application on your mobile device and entering your Social Security Number (SSN) or Tax Identification Number (TIN) in the SSN/Tax ID field, your Jeanne D'Arc CU ID Number in the Member Number field, and entering either your email address or zip code into the corresponding fields.

During enrollment you will be prompted to complete:

Create Username & Password: Upon your first login you will be required to select a new Online Banking username & password. Each must consist of at least eight (8) characters, contain at least one lowercase letter, at least one uppercase letter, and at least one number. You may change your password at any time by accessing the Security tab in the Settings section. For your protection, we recommend that you periodically change your password. You agree to take reasonable precautions to safeguard your User ID and Password. You also agree to always exit Online Banking by clicking on "Logout" after using Online Banking.

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

Fees and Service Charges

There is no charge for the use of Online Banking. The standard fees for deposit accounts will continue to apply as disclosed in our 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 Consumer Fee and Service Charge Schedule. The monthly service fees will be deducted from your checking account during the first week of each month.

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

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. For statement savings and money market accounts, you may make up to six (6) transfers or withdrawals by means of a preauthorized, automatic, computer transfer, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you. Transfers from statement savings and money market 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 consumer accounts at Jeanne D'Arc Credit Union. (All accounts

must be in your name and tax identification number.) You may transfer available funds provided there are no other holds 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 confirmation 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.

- **Member to Member Transfer**

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

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

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

- Between your eligible Checking, Money Market, Savings, and Loan accounts using the Transfers widget.

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.

Bill Payment Services

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 directly related to your bill payments initiated through Online Banking. 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 or with a mobile access device. Within one business day, you will receive an activation email stating that you can begin using Bill Pay immediately. Payees must be set up initially using a desktop computer and cannot be set up using a mobile access device.

Payment Options

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

Pay manually (for all payee types): You have to initiate the payment in bill pay, whether electronic or check. The bill appears in your Incoming Bills section if you have opted for e-bills with that Payee.

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

Payment Processing

Processing Days: Bill 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. 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 Consumer Fee and Service Charge Schedule.
- Payments that have been remitted electronically cannot be stopped.
- Stop payments are governed by the terms and conditions set forth in the Terms and Conditions of your Account Agreement.

Insufficient Funds

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

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

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

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

FIS/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 (non-sufficient 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:

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

All other returned payments (i.e. Closed funding accounts) – If it is determined the debit of the account is returned due to any other reason, FIS/Metavante will not reach out to the member and will inform Jeanne D'Arc of the insufficient funds on the payment. Jeanne D'Arc is responsible for collecting those funds from the member. In these cases, Jeanne D'Arc will collect the funds from the members' open checking account, provide an email notification to the member regarding this and will advise the member to update their funding account in the bill pay application.

- **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.

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 Disclosures" you received at account opening for further information on your responsibility with respect to statements.

The Terms and Conditions Disclosures can also be found at <https://www.jdcu.org/fees-disclosures/consumer-fees-disclosures/>.

Security Procedures

You must enter your User ID and password at the start of every Online Banking session. Your User ID and Password are confidential, and you are responsible for safekeeping them. You agree not to disclose or otherwise make your User ID 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).

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.

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

Your Liability for Unauthorized Use

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

Errors or Unauthorized Electronic Transfers

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

The Terms and Conditions and EFT disclosures can also be found at <https://www.jdcu.org/fees-disclosures/consumer-fees-disclosures/>.

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.

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.

