



**ELECTRONIC ACCOUNT ACCESS AGREEMENT AND DISCLOSURES
RETAIN FOR YOUR RECORDS**

This Agreement is the contract, which covers your and our rights, and responsibilities concerning eAccess services offered to you. In this Agreement, the words "you" and "yours" mean those who sign the Membership Application or any eAccess authorization form. The words "we," "us," and "our" mean the Community Financial Credit Union ("Credit Union"). The word "account" means any one or more share or loan accounts you have with the Credit Union. By signing a Membership Application or completing and returning an eAccess Request form on the eAccess service, you agree to the following terms governing your and our rights and responsibilities concerning the eAccess electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated transactions involving your deposit accounts at the Credit Union through your personal computer (eAccess).

1. eAccess Services. Upon approval, you may use your personal computer to access your accounts. You must use your eAccess password to access your accounts. You will need a personal computer and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of your computer. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer. At the present time, you may use the eAccess service to:
 - Transfer funds between your savings, checking, and loan accounts.
 - Review account balance and transaction history for your savings, checking, and loan accounts.
 - Review information on your loan account including payoff amounts, due dates, finance charges, interest rate, and balance information.
 - Request that a withdrawal from any savings, checking, or Line-of-Credit loan be mailed to you in check form.
2. Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit will be subject to your Loan agreement and Disclosures, as applicable.
3. eAccess Service Limitations. The following limitations on eAccess transactions may apply:
 - Transfers. You may make funds transfers to your other accounts as often as you like. However, transfers from your savings accounts will be limited to a total of six (6) in any one calendar month, by eAccess, MemberConnect, requested by telephone, or transfer to checking for overdraft protection. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit loan at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. If you do not use the eAccess Service for two consecutive billing cycles we reserve the right to terminate your service.
 - Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.
 - E-Mail. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 4.
4. Security of Access Code. The personal identification number or password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to use your password,

that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your password and Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

5. **Member Liability.** You are responsible for all transfers you authorize using the eAccess services under this Agreement. If you permit other persons to use your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your password and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For eAccess transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Your liability for unauthorized loan transactions through the eAccess service is \$50. Also, if your statement shows eAccess transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission,

Call: (417) 862-0471

Or write: Community Financial Credit Union
PO Box 1217
Springfield, MO 65801-1217

6. **Business Days.** Our business days are Monday through Friday. Holidays are not included.
7. **Fees and Charges.** Basic access to the eAccess service is free.
8. **Right to Receive Statements.** Transfers and withdrawals transacted through eAccess will be recorded on your periodic statement. You will receive a statement monthly.
9. **Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:
- As necessary to complete transfers;
 - To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
 - To comply with government agency or court orders;
 - If you give us your express permission.
10. **Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:
- If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
 - If you used the wrong password or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer transactions.
 - If your computer fails or malfunctions or the eAccess service was not properly working and such problem should have been apparent when you attempted such transaction.
 - If circumstances beyond our control (such as fire, flood, telecommunication outages, strikes, equipment or power failure) prevent making the transaction.
 - If the funds in your account are subject to an administrative hold, legal process or other claim.
 - If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
 - If, through no fault of ours, a funds transfer transaction does not reach a particular creditor and a fee, penalty, or interest is assessed against you.
 - If the error was caused by a system beyond the Credit Unions control such as a telecommunications system or Internet service provider.
 - If there are other exceptions as established by the Credit Union.
11. **Termination of Electronic Fund Transfer Services.** You agree that we may terminate this Agreement and your electronic fund transfer services, if you, or any authorized user of your eAccess services or password breach

this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or password. In addition, we reserve the right to terminate the service if you fail to use the service for more than two consecutive billing cycles. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

12. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least thirty (30) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your Credit Union account and any future changes to those regulations.
13. Billing Errors. In case of errors or questions about your eAccess transactions, telephone us at the phone numbers or write us at the address set forth in Section 4, paragraph 3 as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.
 - Tell us your name and account number.
 - Tell us the dollar amount of the suspected error.
 - Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. If you tell us orally, we may require that you send us your complaint in writing within ten (10) business days.
14. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question, ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members rights to privacy) relied upon to conclude that the error did not occur.
15. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Missouri as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Missouri law, to payment by the other party of its reasonable attorneys fees and cost, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provisions may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

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