



## ONLINE BANKING AND TELEPHONE BANKING AGREEMENT AND DISCLOSURES

Agreement – This agreement is a contract which establishes the rules and regulations covering your electronic access to your accounts at Taunton Federal Credit Union through online banking and telephone banking. By using Taunton Federal Credit Union online banking or telephone banking, you accept all the terms and conditions of this agreement.

**Please read it carefully.**

The terms and conditions of the deposit agreement and disclosures for each of your Taunton Federal Credit Union accounts, as well as your other agreements with Taunton Federal Credit Union, such as loans, continue to apply not withstanding anything to the contrary in this agreement. This agreement is governed by applicable federal laws and the laws of the Commonwealth of Massachusetts. If any provision of this agreement is found unenforceable according to its terms, all remaining provisions will continue in full force or effect. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (expressed or implied) by either party of any default under or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign your rights or obligations under this Agreement. This Agreement is binding upon Taunton Federal Credit Union, its successors and assigns. Certain of the obligations of the parties pursuant to this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, any applicable deposit or other account agreements and disclosures, and the Taunton Federal Credit Union Fee Schedule, constitutes the entire agreement between you and Taunton Federal Credit Union with respect to the matter hereof and there are no understandings or agreements relation hereto which are not fully expressed herein or therein.

**Definitions:** In this Agreement, the words “you” and “your” refers to the customer who maintains a deposit account for personal, family, household or other permissible relationship with Taunton Federal Credit Union and who accepted this agreement, and the words “we”, “us”, “Taunton Federal Credit Union”, and the “Credit Union” refer to Taunton Federal Credit Union. When we refer to the “Taunton Federal Credit Union Fee Schedule” in this agreement, we mean our current schedule of members’ fees and charges and any changes we make to this schedule in the future.

**Access Online Banking:** To use the Taunton Federal Credit Union Online Banking, you must have access to the Internet. Your enrollment in Taunton Federal Credit Union Online Banking will enable you to access all accounts within the same member number that you have designated. Access to your accounts through Online Banking will be based upon the identification of users specified by you, provided that we shall have no responsibility or obligation whatsoever to monitor transactions through Online Banking to determine that they are made on behalf of the account holder.

**Access – Telephone Banking:** To access your Credit Union account you will need a touch-tone telephone and a password.

**Online Banking Services:** You can use Online Banking to check the balances of your Taunton Federal Credit Union accounts, view account histories, transfer funds between your Taunton Federal Credit Union accounts on the same member number, and if you so authorize under other member numbers on which you are the main member, change your address, make loan payments to your Taunton Federal Credit Union loans, and pay bills from your Taunton Federal Credit Union share draft account in the amounts and on the dates you request if you have requested the Bill Payment Service.

**Telephone Banking Services:** You can use Telephone Banking to check your account balances and to transfer funds between your TFCU accounts. You may also change your Telephone Banking password.

**Hours of Access:** You can use Online Banking/Telephone Banking seven days a week, twenty-four hours a day. Some or all services may not be available occasionally due to problems arising in connection with transmissions as well as emergency or scheduled system maintenance.

**Your Online Banking Password:** For security purposes, you are required to change your password upon your initial login to Taunton Federal Credit Union's Online Banking. You decide what password will work best for you. The identity of your password is not communicated to us. You agree that we are authorized to act on any and all instructions received under your password. You accept the responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking, you must contact Taunton Federal Credit Union to have your password reset. You understand that you are responsible for all transactions performed through the Online Banking System whether initiated by you or any other person, joint owner, or authorized user that utilizes the password to access accounts. When you reveal your password to another person to access the Online Banking System, you authorize the Taunton Federal Credit Union to honor any transaction or order for payment as if it were initiated by you. All joint owners on your account(s) will deem to be notified of all terms and conditions of this agreement upon delivery of this agreement. For purposes of security, we recommend that you create a password consisting of at least eight (8) characters that utilizes punctuation marks along with both upper and lower case alpha and numeric characters. Your password should not be associated with commonly known personal identification, such as date of birth, telephone numbers, addresses, names of children, or names of pets and should be memorized rather than written down. You should not disclose your password to any persons at any time.

**Security:** You acknowledge and understand the importance of your role in preventing misuse of your accounts through Online Banking or Telephone Banking and you agree to promptly examine your statement for each of your Taunton Federal Credit Union accounts as soon as you receive it. You agree that it is your sole responsibility to protect the confidentiality of your account and account number and your personal identification information, such as your driver's license number and social security number. You understand that personal identification by itself or together with information related to your account, may allow unauthorized entry and access to your account. Data transfers via Online Banking are encrypted in an effort to provide transmission security. You acknowledge and understand that normal Internet e-mail transmissions may not be secure. If you are using Internet access, you agree to contact us electronically only through the Taunton Federal Credit Union Online Banking Member Information Center at [info@tauntonfcu.com](mailto:info@tauntonfcu.com). You also agree to receive communications regarding your account, including change-in-terms notices regarding Online Banking or Telephone Banking, electronically and will not attempt to circumvent receiving any messages. You are deemed to have received any electronic messages when it

has been received at your e-mail address. You may print a copy of any such communication using the “print” function of your software. We will not immediately receive an e-mail that you send; therefore, you should not rely on e-mail if you need to communicate with us immediately (for examples, if you need to report a lost or stolen Taunton Federal Credit Union card or report an unauthorized transaction from one of your accounts). We will take action in response to an e-mail request sent to us by you upon our actual receipt of your message and a reasonable opportunity to act.

**Fees and Charges:** You agree to pay the fees and charges of your use of Online Banking or Telephone Banking services as set forth in the Taunton Federal Credit Union Fee Schedule and as it may be amended from time to time on 30 days notice to you. You agree that all such fees and charges will be deducted from the Taunton Federal Credit Union account designated as the “Primary Account”. If you close your Primary Account, you must contact us immediately to designate another account as your Primary Account. You agree to pay all additional charges for services you request which are not covered by this Agreement. You are also responsible for telephone and internet service fees you incur in connection with your use of Taunton Federal Credit Union Online Banking or Telephone Banking.

**Overdrafts (Order of Payments, Transfer, and any other Withdrawals):** If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, we may return it. You agree to pay the outstanding overdraft and any fees associated with the overdraft in accordance with the Taunton Federal Credit Union Fee Schedule, whether the item is paid or returned. The honoring of one or more of your overdrafts, however, does not obligate us to honor any future overdrafts. We may assess a fee to your account for processing an item that is presented for payment for which there are no funds, insufficient funds or unavailable funds. Please refer to the Taunton Federal Credit Union Fee Schedule for the amount of this fee. If you have an Overdraft Protection feature with your account, automatic transfers will not occur to cover these Online Banking or Telephone Banking transactions.

**Limits on Amounts and Frequency of Online Banking and Telephone Banking Transactions:** The number of transfers from Taunton Federal Credit Union accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for these accounts. If a hold has been placed on the deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**Online Banking Bill Payment:** You must designate the Taunton Federal Credit Union “Primary Checking” account from which the payment(s) are to be made; the complete name of the payee, the account number and the payee’s remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. If the date you want the payment to be debited from your account is not a business day, your account will be debited the next business day. By using Online Banking bill payment option, you agree that based upon instructions received under your password, we can charge your designated account by electronic transfer, “no signature required draft”, or by debiting and remitting funds on your behalf. You also agree that your first Online Banking bill payment will be charged to your designated Primary Checking Account. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly. Online Bill Payment is provided to you for your convenience. The actual payments of such bills are handled by an independent third party processor, iPay. Except as otherwise expressly provided in this agreement or required by law, Taunton Federal Credit Union cannot and will not guarantee, or have any responsibility whatsoever for the completion and accuracy of such transactions.

**Scheduling Online Banking Bill Payments:** If the payee is to be paid by a paper check (as indicated on the Bill Payer list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 business days after the date the payment is debited from your account. If the payee is to be paid electronically (as indicated on the bill payer list), you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is debited from your account. You understand and agree that we have no responsibility whatsoever for the timely delivery of mail or handling of payments of a third party such as the failure of the bill payment payee to properly post a payment to your account.

**Cancel a Bill Payment:** To cancel a bill payment that you have previously scheduled through Online Banking, you must cancel the payment online via Online Banking by following the onscreen instructions.

**Stop Payment Request:** Stopping the payment of a check is different from cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment which has been paid.

**Additional Information:** The initiation by you of certain electronic transfers from your account (including POS-Point of Sale transactions) will effectively eliminate your ability to stop payment of the transactions. Any documentation provided to you that indicated that an electronic transfer was made to another person will be admissible as evidence of such transfer and will constitute prima facie proof that such transfer was made. You may not stop payment of electronic fund transfers. Therefore, you should not initiate or employ electronic access unless you are satisfied that you will not need to stop payment.

**Periodic Statements:** You will not receive a separate Online Banking or Telephone Banking statement. Transfers to and from your accounts using Online Banking or Telephone Banking will appear on the respective periodic statements for each of your Taunton Federal Credit Union accounts.

**Change in Terms:** We may change the terms governing your use of Online Banking or Telephone Banking by giving you written notice at least 30 days prior to the effective date of the change. However, if the change is made for security purposes, we can implement it without giving you prior notice. We will post any required notice of the change in terms on the Taunton Federal Credit Union website or forward it to you by e-mail or by postal mail. Your continued use of any or all of the Online Banking or Telephone Banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse agreements and disclosures govern changes to fees applicable to specific accounts.

**In case of Errors or Questions about your Online Banking or Telephone Banking Services, Including Bill Payments:**

If you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, or if you think a pre-authorized deposit reflected on a separate statement we have sent you listing these deposits is wrong, or a pre-authorized bill payment is incorrect; or if you need more information about pre-authorized transfers, you may contact us in any of the following ways:

Phone: **(508) 824-6466**

Write: **Taunton Federal Credit Union**  
**14 Church Green**  
**Taunton, MA 02780**

E-mail: **info@tauntonfcu.com**

We must hear from you no later than 60 days after you receive the FIRST statement on which the problem or error appeared or after the problem or error was FIRST reflected on your account statement. You need to tell us:

- a) Your Name and account number
- b) A description of the error or electronic transfer you think is incorrect and a clear explanation of why you believe it is an error or why you need more information; and
- c) The dollar amount of the suspected error.

If you notify us orally, we have the right to require you to send us your complaint or question in writing within 10 calendar days following the date you notified us. We will report to you the results of our investigation within 10 calendar days following the date you notified us. We will correct any error promptly. If more time is needed to investigate, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will credit your account for the amount you think is in error within 10 calendar days following the date you notified us, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 calendar days following your oral notification, we may not credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days of completing our investigation. If we decide that an error did not occur, we will deliver or mail to you an explanation of our findings. If you request, you may inspect or ask for copies of the documents that we used in our investigation as long as it will not violate someone's privacy. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation and we will make these available to you for inspection. For a reasonable fee covering our duplication costs, we will provide you with copies of any such documents, which you request. Please refer to the Taunton Federal Credit Union Fee Schedule for the amount of this fee.

**Your Liability for Unauthorized Transfers:** CONTACT US IMMEDIATELY if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised or if someone has transferred or may transfer money from your account without your permission. An immediate telephone call to us is the best way to reduce any possible losses. Under certain circumstances, you could lose all the money in your accounts. If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your Login ID and Password you can lose no more than \$50 if someone used your password without your permission.

**Disclaimer of Warranty and Limitation of Liability:** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with Taunton Federal Credit Union Online Banking or Telephone Banking. We do not and cannot warrant that Online Banking or Telephone Banking will operate without error, or that any of the Online Banking or Telephone Banking will be available and operational at all times. Except as specifically provided in this agreement, or otherwise required by law, you agree that Taunton Federal Credit Union, our officers, directors, employees, agents or affiliates are not liable for any incidental, special or consequential damages under or by reason of any services or products provided under this agreement or by reason of your access to Taunton Federal Credit Union Online Banking or Telephone Banking, including loss of profits, revenue, data or use by you or any third party, whether in action or contract or tort or based on a warranty. Further, in no event shall the liability of Taunton Federal Credit Union and its affiliates exceed the amounts paid by you for the services provided to you by Taunton Federal Credit Union.

**Your Right To Terminate:** You may cancel your Online Banking or Telephone Banking service at any time by providing us with written notice by e-mail, postal mail, or fax. Your access to Online Banking or Telephone Banking will be suspended within 3 business days of our receipt of your instructions to cancel this service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**Our Right to Terminate:** You agree that we can terminate or limit your access to Online Banking or Telephone Banking for any of the following reasons:

1. Without prior notice if you have insufficient funds in any one of your Taunton Federal Credit Union accounts. Online Banking or Telephone Banking may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 business days notice if you do not contact us to designate a new Primary Checking Account for bill payer immediately after you close your Primary Account.
3. Upon reasonable notice, not to exceed 30 days, for any other reason at our sole discretion.
4. If your Online Banking services remains inactive for more than three months, your service will be terminated.

**Communications between Taunton Federal Credit Union and You:** Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Phone: **(508) 824-6466**

Write: **Taunton Federal Credit Union  
14 Church Green  
Taunton, MA 02780**

E-mail: **info@tauntonfcu.com**

**Consent of Electronic Delivery of Notices:** You agree that any notice or other type of communication provided to you pursuant to the terms of this agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Taunton Federal Credit Union Online Banking website or by e-mail. You agree to notify us immediately of any change in your e-mail address.