

# CONSUMER ONLINE BANKING TERMS AND CONDITIONS

Please read these Consumer Online Banking Terms and Conditions carefully and keep them for future reference. The captions of sections in this agreement are for convenience only and shall not control or affect the meaning of construction of any of the provisions of this agreement. In this agreement, the use of the singular includes the plural, and vice versa.

**Definitions.** The words *you* and *your* refer to either and all of the persons accepting this Terms and Conditions for Consumer Online Banking. The words *we*, *us*, and *our* refer to the financial institution identified at the end of this Terms and Conditions for Consumer Online Banking and applicable third party service providers. (See also Assignment and Delegation, below.) The words *your deposit accounts* refer to the deposit accounts with us identified in this Terms and Conditions for Consumer Online Banking. The words *your loan accounts* refer to the eligible open-end loan/credit accounts with us on which either or all of you are obligated to us. The words *your accounts* refer to your deposit accounts and your loan accounts. The words *our internet service* refer to our Consumer Online Banking Service. Unless the context specifically requires otherwise, the words *terms* and *this agreement* refer to these Consumer Online Banking Terms and Conditions. *ACH* refers to Automated Clearing House.

**Security.** We work hard to make our website secure. We will employ such security measures as in our reasonable judgment are appropriate to secure our website. You agree to use our website only for lawful consumer (personal, family and/or household) purposes. You will not use our website for unauthorized or unlawful purposes or for any business, commercial, or other non-consumer purposes. We may monitor and audit transactions made through our website.

**Access to Accounts Via the Internet.** Subject to the terms set forth below, we will provide you with our internet service pursuant to which you can access your accounts by computer via the internet through our website using your username (access ID) and password (passcode) and providing such other information as may be required by our website to accomplish the following:

- Transfer funds between your eligible deposit accounts.
- Make payments from your eligible deposit accounts to your loan accounts.
- Make payments from your eligible deposit accounts to third parties pursuant to our Consumer Online Bill Payment Program described below.
- Transfer funds from lines of credit you have with us to your eligible deposit accounts.
- Get certain information about your accounts, such as account balances or information on deposits or withdrawals.

**Limitations on Dollar Amounts of Transfers.** The following dollar limitations apply to transfers pursuant to our internet service: The separate written agreement(s) for our Consumer Online Bill Pay Program has information about limits on the amount of money you can send or receive through our Consumer Online Bill Pay Program.

We will have no obligation to carry out any transfers or payments unless there are sufficient funds in the pertinent deposit account or any overdraft line of credit on that deposit account.

For security reasons, there may be other limitations on the dollar amount of transfers you can make.

**Password and Security.** We will promptly provide you with the address of our website and such other information you will need to create a user name (access ID), password (passcode), and enroll in our internet service. However, you will not be eligible to complete online enrollment in our internet services if we are unable to verify your identity or other necessary information during the online enrollment process. You agree not to give or make available your password, passcode, or any other means to access our internet service or any of your accounts to any unauthorized individuals. You are responsible for all transactions you authorize using our internet service. If you permit other persons to use our internet service or your password, passcode, or any other means to access any of your accounts, you are responsible for any transactions they authorize.

**Consumer Online Bill Payment Program.** Our Consumer Online Bill Payment Program requires the execution of a separate written agreement and may involve third party service providers or senders. Our Consumer Online Bill Pay Program allows electronic payments from your eligible deposit account(s) to eligible third parties, and transfers of funds between your eligible deposit account(s) and certain deposit accounts maintained by you or by others with certain external financial institutions.

Our separate Consumer Online Bill Pay agreement includes specific provisions concerning electronic disclosures and notices, unauthorized transfers, error resolution, stop payment requests, and other matters relating to payments and transfers requested through our Consumer Online Bill Pay Program. The Consumer Online Bill Pay agreement provisions supersede any conflicting provisions in this agreement for payment and transfers requested through our Consumer Online Bill Pay Program.

**Consumer Service Price List.** See our Consumer Service Price List for current fees for our internet service and your deposit accounts.

**Hardware and Software Requirements.** The current version of internet browser(s) and operating system(s) is required, though some older versions of browser and operating software may allow access with limited functionality. You will not be eligible to complete online enrollment in our internet service if you do not agree and confirm as part of the online enrollment process that you have access to the computer hardware and software required to participate in our internet service (including hardware and software required to receive electronic disclosures, notices and other communications we send in connection with our internet service and this agreement). (See Electronic Disclosures and Notices, below.) We can change these hardware and software requirements. Unless you agree and confirm your ability to comply with such changes, you will not be eligible to participate further in our internet service. You are solely responsible for setting up and maintaining your computer hardware and software and satisfying all hardware and software requirements.

**Electronic Disclosures and Notices.** The Consumer Online Banking Service is not available unless you agree to receive all legally required and permitted disclosures and notices concerning or relating to our internet service and this agreement electronically. You will not be eligible to complete online enrollment in our internet service unless you agree and confirm as part of the online enrollment process that you have access to the computer hardware and software required to access and retain electronic disclosures, notices and other communications we send in connection with our internet service and this agreement. (The preceding sentences do not apply to your

periodic account statements. See Consumer Service Price List for paper statement fee.) You are solely responsible for setting up and maintaining access to the necessary hardware and software to receive and keep electronic disclosures, notices and other communications we send in connection with our internet service and this agreement.

- (1) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us at the number set forth below.
- (2) We reserve the right in our discretion to provide any disclosures or notices, and other communications in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you must be in writing. We will accept notices of error via phone or in writing.

**Stop-Payment Orders.** To be effective, a stop-payment (or edit/change) order for a transfer or payment requested using our internet service must be submitted to and received by us through our internet service in time to allow us a reasonable opportunity to act on it, and for some ACH debits must be received at least three business days before the scheduled date of transfer. To be effective, a stop-payment (or edit/change) order must identify the transfer or payment sufficiently to allow us a reasonable opportunity to act on it, and otherwise conform to all applicable instructions and procedures of our internet service for stop-payment (or edit/change) orders. If the transfer or payment is an ACH debit to be initiated by a third party (such as another financial institution) and we give notice at the time an electronic or oral stop-payment order is received for such an ACH debit that written confirmation is required and provide an address where the written confirmation can be sent, an electronic or oral stop-payment order for such an ACH is effective for 14 calendar days only, unless confirmed in writing within the 14-day period. With respect to all ACH debits, you and we agree to abide by the ACH rules and regulations regarding stop-payment orders.

We do not charge for stop-payment (or edit/change) requests submitted to us through our internet service for a transfer of payment between your accounts that were requested using our internet service. See our Service Price List for current stop-payment charges applicable to certain other ACH debits (including certain pre-authorized ACH and Bill Pay debits to third parties) from your deposit accounts.

**Business Day** - is every day except Saturdays, Sundays and Federal Holidays. Account transfers requested using our internet service are processed on all business days that the Federal Reserve is open for business. You may use our internet service to request transfers between your eligible accounts 24 hours a day, seven days a week except during regularly scheduled maintenance periods. Transfers are reflected in your balances for the applicable account(s) as of the business day they are processed.

**Transaction Posting.** Transactions entered on our website on or before 8:00 P.M. Eastern Time on any business day will be posted on the same business day (unless the Federal Reserve is not open for business on that day). Transactions entered on our website on weekends, federal holidays and days the Federal Reserve is not open for business or after 8:00 P.M. Eastern Time on a business day will be posted by the end of the next business day. Once we have begun processing a transfer or payment requested using our internet service, it cannot be cancelled or edited. (See also Stop-Payment Orders, above.)

**Assignment and Delegation.** We can assign our interest and responsibilities under this agreement, delegate our responsibilities under this agreement, and use independent contractors to perform or assist in the performance of our responsibilities under this agreement, as we deem appropriate.

**Limitations on Frequency of Transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

Regardless of anything else in this or other agreements, transfers and withdrawals from a savings account to another of your accounts or to third parties by preauthorized, automatic, telephonic, or computer transfer, or by check, draft, debit card, or similar order to third parties, cannot exceed six per calendar month or statement cycle of at least four weeks.

For security reasons, there may be other limitations on the number of transfers you can make.

**Termination.** We can terminate your right to participate in our internet service at any time if you fail to comply with these terms or the terms of your account agreements with us, including any failure to pay a required fee. Either you or we can terminate this agreement without cause or advance notice. We may suspend, remove, disable or terminate any feature of our internet service at any time. We also may suspend, restrict, remove, disable or terminate your access to any feature of our internet service at any time without advance notice. No cancellation, termination, suspension or similar action by us or by you shall affect your liability or obligations under these terms.

**Changes in Terms.** We can change these terms by giving you notice as required by law. Continued use of our internet service by you after notice of a change in terms constitutes acceptance of the change.

**Notices.** Notices must be in writing and mailed or hand delivered, except that we can give them to you electronically pursuant to your consent. Notices to you are effective when given, regardless of whether you receive them. Notices to us are effective only when we actually receive them.

**Irreconcilable Conflicts.** These terms supersede those of your deposit or loan account agreements only to the extent they cannot be reconciled. You expressly waive any deposit account agreement requirements of one or more signatures for withdrawal when using our internet service. Any one of the persons authorized to make withdrawals from your deposit accounts is authorized to make transfers pursuant to our internet service, even if your account agreements provide that multiple signatures are required for withdrawal.

**Applicable Law.** These terms are subject to all applicable federal laws and (to the extent not preempted by federal law) the laws of the state of Maryland.

**WAIVER OF JURY TRIAL:** All parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between or among the parties or any of their respective affiliates, licensors, contractors, or service providers, or the employees or contractors of any of these, arising under or relating to our internet service or this agreement.

**WAIVER OF CLASS ACTION CLAIMS:** All parties agree to waive any right to assert any dispute or claim against any other party or any of their respective affiliates, licensors, contractors, or service providers, or the employees or contractors of any of these, arising under or relating to this agreement as a class action.

**No Waiver:** We will not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission by us or any of our service providers in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## FEES

Except as specifically indicated elsewhere in this or other agreements or disclosures (including the Consumer Service Price List), we do not charge for our internet service or for transfers made pursuant to our internet service. We can debit any fees to any of your deposit accounts without notice.

## DOCUMENTATION

**Periodic Statements.** You will get a monthly account statement from us for your checking accounts. You will get a monthly statement from us for your share savings and money market accounts unless there are no transfers in a particular month. In any case you will get a deposit account statement at least quarterly.

## FINANCIAL INSTITUTION'S LIABILITY

**Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time and in a correct amount according to the transfer and payment instructions you submit using our internet service in accordance with these terms, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your deposit account to make the transfer.
- (2) If you have an overdraft line, and the transfer would go over the credit limit.
- (3) If circumstances beyond our control such as interruption of telecommunication service, catastrophic or emergency conditions, or a natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (4) If the funds are subject to legal process or other encumbrance restricting the transfer.
- (5) If you have not provided complete and correct transfer and payment instructions using our internet service.
- (6) Our website or our internet service was down for maintenance or otherwise not working properly and you knew about the outage when you started the transfer.
- (7) There may be other exceptions stated in our agreements with you.

Except as expressly required by these terms or otherwise required by law, we will not be liable for any losses or damages resulting from:

- (1) Deficiencies in your computer hardware or software or in your ability or care in using them, or
- (2) Problems relating to your access to the internet, or
- (3) Our accurate processing of your transfer and payment instructions submitted using our internet service (including without limitation our reliance on all account, routing and other identifying numbers submitted by you using our internet service).

## CONFIDENTIALITY

We can disclose information to third parties about your deposit account or the transfers you make:

- (1) Where it is necessary for completing transfers; or
- (2) In order to verify the existence and condition of your deposit account for a third party, such as a credit bureau or merchant; or
- (3) In order to comply with government agency or court orders; or
- (4) Where it is necessary for activating additional services; or
- (5) To a consumer reporting agency (credit bureau) for research purposes only; or
- (6) As explained in our separate privacy disclosures; or
- (7) As specifically authorized and described in this agreement or another agreement we have with you; or
- (8) If you give us written permission.

## UNAUTHORIZED TRANSFERS

**Consumer Liability.** Tell us AT ONCE if you believe your user name, access ID, password, passcode or other means of accessing your deposit account with our internet service (any and all such means being referred to here as a code) has been lost or stolen, or if you believe that a transfer or payment has been made without your permission using our internet service. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your deposit account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your code, you can lose no more than \$50 if someone uses your code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your code, and we prove we could have stopped someone from using your code without your permission if you had told us, you could lose as much as \$500.

Also, if your deposit account statement shows transfers that you did not make (including those made by code or other means), tell us at once. If you do not tell us within 60 days after the deposit account statement was mailed to you (or was provided electronically if you consented to receiving the statement that way), you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Contact in Event of Unauthorized Transfer.** If you believe your code has been lost or stolen, or that someone may attempt to use our internet services to access any of your accounts without your permission, call or write us at the telephone number or address listed below. You should also call the number or write to the address listed below if you believe a transfer has been made using our internet service without your permission.

## ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers made using our internet service, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your deposit account statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent you, (or provided electronically to you if you consented to receipt that way), the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and deposit account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new deposit account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new deposit account) to investigate your complaint or question. If we decide to do this, we will credit your deposit account within 10 business days (20 business days if the transfer involved a new deposit account) 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 question or complaint in writing and we do not receive it within 10 business days, we may not credit your deposit account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established deposit account with us before this deposit account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

ABERDEEN PROVING GROUND FEDERAL CREDIT UNION  
P.O. BOX 1176  
ABERDEEN, MD 21001  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 410-272-4000 or 800-225-2555 or TTY: 800-811-4888  
MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST  
See All About Your Accounts

**This credit union is federally insured by the  
National Credit Union Administration.**

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**APGFCU Online Banking Transfers - types of transfers** - You may access your account(s) through the browser on your cell or mobile phone at [www.apgfcu.com](http://www.apgfcu.com) or by downloading our mobile banking app and using your user identification and password, to:

- transfer funds between the deposit account(s) with us
- transfer funds from line of credit to deposit accounts
- make payments from deposit accounts to loan account(s) with us
- make payments from deposit accounts to third parties
- make payments from deposit accounts to loan account(s) with us
- get information about:
  - the account balance of deposit account(s)

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

### **Statements.**

You will get a monthly account statement from us for your checking accounts. You will get a monthly statement from us for your share savings and money market accounts unless there are no transfers in a particular month. In any case you will get a deposit account statement at least quarterly.

### **Mobile Banking Access Information**

- Transfer funds between your eligible deposit accounts.
- Make payments from your eligible deposit accounts to your loan accounts.
- Make payments from your eligible deposit accounts to third parties pursuant to our Consumer Online Bill Payment Program.
- Transfer funds from lines of credit you have with us to your eligible deposit accounts.
- Get certain information about your accounts, such as account balances or information on deposits or withdrawals.

## DOCUMENTATION FINANCIAL INSTITUTION'S LIABILITY

**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:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (4) There may be other exceptions stated in our agreement with you.

### **UNAUTHORIZED TRANSFERS**

**(a) Consumer liability.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

**This credit union is federally insured by the  
National Credit Union Administration.**

## ELECTRONIC CONSENT AGREEMENT

In this Electronic Consent Agreement, "you" and "your" refer to the person seeking to open one or more accounts electronically. "We", "us", and "our" refer to APGFCU.

This Electronic Consent Agreement documents your consent to conduct transactions electronically and to electronically receive disclosures, notices, and communications relative to the account or accounts you are applying to open with us electronically. The Electronic Consent Agreement also describes your rights relative to conducting transactions electronically and to electronically receiving disclosures, notices, and communications as well as the consequences of withdrawing your consent. We recommend you print or otherwise retain a copy of this Electronic Consent Agreement and all disclosures, notices, and communications related to the account or accounts you are opening with us.

Once you consent, you will be able to apply to open accounts electronically. If you do not consent, you will not be able to apply electronically. However, regardless of whether you consent, you will still be entitled to apply to open other accounts through other methods that we permit, such as in person.

You understand, prior to consenting, that:

- (1) Your consent applies only to disclosures and notices regarding your deposit/share accounts, including your periodic account statements;
- (2) Unless you consent, you have the right to receive all required communications and disclosures in paper or non-electronic form;
- (3) If you want to receive a paper copy of a communication or disclosure in addition to the electronic copy, you can obtain one by paying us the paper statement delivery fee listed in our fee schedule;
- (4) You can withdraw your consent at any time by calling or writing us at the number or address below, but withdrawing your consent will result in fee charged for paper statement delivery when member has an Online banking account; and
- (5) By consenting to conduct transactions and receive communications and disclosures electronically you agree to provide us with the information we need to communicate with you electronically and update us as to any changes in such information by calling or writing us at the number or address below.

We reserve the right to provide any communication in paper form, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you must be in paper form.

### **Hardware and Software Requirements**

The minimum hardware and software system requirements to receive and keep the electronic communications and disclosures are available at [www.apgfcu.com](http://www.apgfcu.com).

### **Online or Mobile Banking**

We require you to have an online or mobile banking relationship with us to facilitate the electronic communications described above.

### **Contact Information**

800-225-2555

APGFCU

P.O. Box 1176 Aberdeen, MD 21001-6176

[contactus@apgfcu.com](mailto:contactus@apgfcu.com)

[www.apgfcu.com](http://www.apgfcu.com)