

## Home Banking Agreement and Disclosure

The following information describes the types of electronic funds transfers which are available to members through our online Home Banking and your rights and responsibilities concerning those transactions, including your rights under the Electronic Funds Transfer Act. You may want to print or save this document for future reference. Please read this document carefully. Some of the information may not pertain to you.

### Electronic Funds Transfer:

An Electronic Funds Transfer (EFT) is any transaction involving funds initiated through an electronic terminal, telephone line, computer or magnetic tape authorizing the credit union to debit or credit your account.

### Types Of Electronic Fund Transfers Available:

With your Password and access to the World Wide Web you may make the following transactions at any time 24 hours per day: balance inquiries, account and loan history inquiries, check clearing inquiries, transfer from one of your accounts to another one of your accounts (under the same member number), loan payments to your loans.

### Other available services through Home Banking include:

The ability to download history files to be used to import files into Quicken, MS Money, etc.

### Limits on Withdrawals or Transfers:

Limitations on the frequency and dollar amounts of transactions made to and from your account(s) are:

Withdrawals and transfers from an account are limited to the available funds in the account.

Regulation D, at the discretion of the credit union, requires that no more than six (6) preauthorized automatic, voice response unit\*, telephone, or internet transfers may be made from your savings accounts during any one month. No more than three of these may be made by check, check card, computer, or similar order to a third party.

Home Banking does not permit withdrawals or transfers to or from Individual Retirement Accounts, Certificate Accounts, or Escrow accounts.

### Consumer Liability For Unauthorized Transfers:

CONTACT US AT ONCE if you believe your access device (password) has been lost or stolen. Telephoning is the best way to control your loss. Notice of unauthorized use must be confirmed in writing. You could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your access device without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device, and we can prove we could have stopped someone from using your access device 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, 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 kept you from telling us, we may extend the time periods.

TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN THE EVENT OF A LOSS OR AN UNAUTHORIZED TRANSFER, ERRORS OR QUESTIONS ABOUT YOUR EFT TRANSACTIONS:

**Lockport Schools FCU**  
**360 S. Transit Street**  
**Lockport, NY 14094**  
**Phone: (716) 433-7740**

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You must provide us with the following:

- a) Your name and account number;
- b) Description of the error you are unsure about, and why you believe it is an error or why you need more information;
- c) The dollar amount of the suspected error.

If you tell us verbally, we will require that you send us your complaint in writing within ten (10) business days or we may not credit your account. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will 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 the investigation. If the alleged error pertains to a point of sale or a transaction initiated outside of the United States or Puerto Rico, the forty-five (45) calendar days become 90 calendar days. If the alleged error occurs within the first 30 days of the opening and depositing to a new account the 10 business days become 20 and the 45 calendar days become 90.

If we decide 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 the investigation.

**Business Days:**

Our business days are Monday-Friday. Holidays are not included. If the end of a calendar month falls on a Saturday or Sunday, the Credit Union will "close its books" for that MONTH after the last business day but before the actual last day of the MONTH. Deposits, withdrawals or transfers made using your Check Card, Home Banking, or Voice Response Unit\* after the books are closed will be treated for dividend calculation purposes as if they occurred the first day of the next month and will be reported on the statement applicable to the next month; but they will be shown on that statement as having occurred on the actual calendar day you made the transaction. Cash advances made by the Voice Response Unit, Debit Card, and loan payments made by using your Debit Card, Home Banking, or Voice Response Unit after the books are closed will be treated for interest calculation and transaction reporting purposes as if they occurred on the actual calendar day you received the advance or made the loan payment; but they will appear on the statement applicable the next month.

**Charges:**

There is no monthly charge to maintain your Home Banking access to Lockport Schools FCU accounts.

**Preauthorized Payments:**

The Credit Union will charge your account if it must dishonor a preauthorized transfer from your account due to insufficient funds or if a stop payment order is received. See fee schedule.

**Disclosure Of Account Information To Third Parties:**

Information about your account is confidential. We will not disclose such information to third parties except where necessary to complete a transfer, to report or confirm the condition of your account for a credit bureau, or in order to comply with a government agency, or court order or if you give us your written permission.

\* Voice Response Unit – Our 24-hour telephone access to your accounts at 716-433-7740.

## **E-Statements Agreement and Disclosure**

In this Agreement and Disclosure, the words “I,” “me,” and “my” mean the member who signs to receive E-Statements. The words “Account” means your five digit Lockport Schools Federal Credit Union (LSFCU) account number. This account contains any and all sub-accounts held at LSFCU under that account number including, but not limited to; share, share draft, Individual Retirement, share certificate and loan accounts.

I understand that pursuant to my account and/or loan agreements with LSFCU, I am entitled to receive periodic account statements. By indicating my acceptance of these terms and conditions, I authorize LSFCU to discontinue sending me such periodic account statements via postal mail service for my account and to instead deliver such account statements to me electronically (“E-Statements”). I understand and agree that LSFCU will send me an e-mail on an ongoing basis to my primary e-mail address notifying me that my E-Statement is ready to be viewed on the LSFCU Home Banking Web site. I understand and agree that I will no longer receive paper copies of my account statements.

I further understand and agree that:

1. This service is available to me at no cost, and will allow me to view my current and past account statements (after enrolling in E-Statements) for all of my accounts on a secure Web site.
2. I am the authorized signer of the account. My signature executed in conjunction with this E-Statements Agreement and Disclosure shall be legally binding on all owners on the account including myself and any transaction performed pursuant to this E-Statements Agreement and Disclosure shall be considered authorized by me.
3. My ongoing consent to receive subsequent account statements electronically is voluntary and may be withdrawn at any time. I may withdraw consent at any time by contacting LSFCU in writing and subject to LSFCU’s confirmation of my request, such withdrawal shall become effective no later than fifteen (15) days after receipt by LSFCU. Upon termination, I understand and agree that I will no longer have access to my account statements online and that I will receive all account statements in paper form.
4. My computer system meets the minimum system requirements set forth below. In addition, I have and will maintain a printer capable of printing any E-Statements that are made available on LSFCU’s Web site. In the alternative, I have and will maintain the ability to electronically save and visually display on my computer screen any E-Statements that are made available on LSFCU’s Web site. I understand that LSFCU recommends that I print a copy of any E-Statement and of this E-Statements Agreement and Disclosure for my records.
5. I agree to maintain a valid, active e-mail address. I must promptly notify LSFCU of any change in my e-mail by sending an e-mail to the office at [info@lockportschoolsfcu.org](mailto:info@lockportschoolsfcu.org) or delivering a written notice to the office. LSFCU is not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from E-Statements or notifications sent to an invalid or inactive e-mail address or postal address that you have provided.
6. I may also request a paper copy of any periodic account statement. A fee may be charged for any such paper copies, subject to the fee set forth in LSFCU’s Fee Schedule.
7. I understand and agree that LSFCU reserves the right to change the terms and conditions of this E-Statements Agreement and Disclosure. LSFCU will notify me before the effective date of any change. This means LSFCU will mail me notice using the United States Post Office at the address LSFCU currently has on file. By accessing my E-Statements after I receive any notice of change will constitute my agreement to such change(s). LSFCU reserves the right to discontinue the E-Statements program at any time.

**Security Procedures:**

I understand that I must be a Home Banking member in order to participate in the E-Statements program. I further understand that if I disclose my account number and Password to other people, they may also have the ability to access my account statements. I will be responsible for any transactions they may complete. I agree to notify LSFCU immediately if I believe any of my accounts have been accessed or a Password has been used without my permission to access my accounts. The terms and conditions in this E-Statements Agreement and Disclosure only apply to the E-Statements program. Provisions in other LSFCU agreements and disclosures, and in any and all loan agreements and disclosures, may be revised from time to time and remain effective for all other aspects of the accounts involved.

**Minimum System Requirements:** To receive and review disclosures electronically, and to view, download, and print E-Statements, you will need Microsoft Internet Explorer version 5.5 or higher, or Netscape version 4.0 or higher, and Adobe Acrobat Reader version 4.0 or higher.

**IMPORTANT: PLEASE PRINT THIS DOCUMENT:**

1. RETAIN THE HOME BANKING AGREEMENT AND DISCLOSURE
2. RETAIN THE E-STATEMENTS AGREEMENT AND DISCLOSURE
3. SEND OR DROP-OFF THE APPLICATION AT THE OFFICE

