



# CU Online Disclosure

## Electronic banking services offered by FORUM Credit Union

### Electronic Fund Transfers Agreement

The Electronic Fund Transfers Agreement and Disclosure is the contract, which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by FORUM Credit Union (Credit Union). In this Agreement, the words “you”, “your”, and “yours” mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words “we”, “us”, and “our” mean the Credit Union. The word “account” means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B – Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A “remittance transfer” is an electronic transfer of funds of more than \$15.00, which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

### CU Online Electronic Banking Service

FORUM’s electronic banking services also referred to as “internet banking” is available to most Primary or Joint Owner accountholders and are available to you via desktop computer and mobile. By enrolling in internet banking, you certify you are; (a) 18 years or older, (b) a United States resident, (c) legally capable of entering into contracts, and (d) have and will register Payment Account(s) in your name in which you are an accountholder or authorized user. You agree some or all of the registration information you provide may be subject to verification by FORUM Credit Union at any time.

- **CU Online via desktop computer.** If CU Online via desktop computer is activated for your account(s), you will establish login credentials of a username and password. In addition, a second layer of multifactor authentication will be established by the utilization of a limited use access code (sent via text or email) each time you log in. The access code is only valid for a limited time and you must have your mobile phone or email easily accessible.
- **CU Online via mobile.** If CU Online via mobile is activated for your account(s), you will access using the same login credentials as the desktop computer access.
- **You may use CU Online via desktop computer or mobile to:**
  - Transfer funds from your savings, checking, loan and club accounts
  - Obtain balance information for your savings, checking, loan, IRA, money market, club, and share certificates
  - Make loan payment from your savings, checking and club accounts
  - Access your Moneyline and Home Equity Line of Credit accounts
  - Determine if a particular item has cleared
  - Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts
  - Verify the last date and amount of your payroll deposit
  - Make bill payments to preauthorized creditors
  - Create account notification alerts
  - View check images
  - Place stop payment orders on outstanding checks
  - Deposit checks via DeposZip (Refer to the Remote Deposit Capture Agreement for qualifications)
  - View e-statements (must be enrolled)

**Accessibility.** CU Online access via desktop or mobile will be available 24 hours per day. This service may be interrupted for a short time for data processing or scheduled maintenance. We reserve the right to refuse any transaction, which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on your account. We may set other limits on the amount of the transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

**Inactivity.** Your CU Online access will be considered "Inactive" after a period of 180 days without a log in. Users enrolled in e-statements, alerts or scheduled transfers are automatically excluded from inactivity. You may be required to re-enroll in CU Online after your account has been deactivated.

**Transfer Limitations.** For all savings and money market accounts, you may make no more than six transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar card as outlined within Regulation D. If you exceed these limitations, your account may be subject to a fee per transaction, the transaction returned and/or closure of your account.

- **Types of transactions subject to transfer limitations (Regulation D):**
  - Electronic transfers via CU Online and Tellerphone
  - Overdraft transfers
  - Preauthorized Debits (ACH)
  - Preauthorized Transfers (Third Party and FORUM)
  
- **If you reach your Regulation D limit prior to month end, and require a transfer from savings:**
  - Request a transfer in person at a FORUM Credit Union branch location
  - Visit a Credit Union Service Center.
    - Click [here](#) for a nationwide list or call 1.800.919.2872
  - Perform a transfer via ATM. (A fee may be incurred at a non-FORUM ATM)
  - Mail a written request to:
    - FORUM Credit Union Member Services, P.O. Box 50738, Indianapolis, IN 46250

**Stop Payments (Checks or Drafts).** You may request a stop payment on any check or draft drawn on your account. The order must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union to properly identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft to assist us in any legal action.

- **Duration of Check or Draft Stop Order:** Effective for six (6) months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed with a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

**Stop Payments (ACH or EFT).** You may request a stop payment on any ACH or EFT prearranged transfer or debit out of your account for money you owe to others. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the debit or transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single, multiple, or all future debits or transfers directed by you. If you order us to stop payment of a preauthorized debit or transfer, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it.

- **Duration of an ACH or EFT Order:** Effective until you withdraw your request or all debits or transfers subject to the request have been returned.

**Business Days.** FORUM Credit Union business days are Monday through Friday, excluding holidays.

**Security of Access Code.** You may use one or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your internet banking services immediately.

**Periodic Statements.** Transfers and withdrawals made through internet banking via desktop or mobile will be recorded on your periodic statement. You will receive a statement monthly, unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You further understand by utilizing CU Online, you elect to receive electronic statements upon enrollment. You may choose to opt-out by unsubscribing accounts from e-statements.

**Joint Accounts.** If any of your accounts are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, along and together, shall be responsible for all transfers to or from any savings, checking and loan accounts. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, to make any transaction permitted under this Agreement. Each joint owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any transfers and/or transactions from any joint account owner.

**Electronic Communications.** You agree to receive in electronic form this Agreement, and any updates to this Agreement, and all disclosures, notices, and any other communications regarding internet banking and your internet banking transactions. You may withdraw your consent to receive all communications electronically by cancelling your enrollment in CU Online or by notifying the Credit Union in writing.

You agree all electronic communications the Credit Union receives via CU Online or otherwise connected to internet banking, such as those directing us to take an action with respect to your account, that match access information or other identity information you have provided when enrolling in or using CU Online will be deemed valid authentic and binding obligations. These communications will be given the same legal effect as your written and signed paper communications, shall be considered a "writing" or "in writing", and shall be deemed for the purpose (i) to have been "signed" and (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

You agree electronic copies of communications are valid and you will not contest the validity or enforceability of such communications or any related transactions, absent proof of altered data or tampering. You also agree such copies shall be admissible as evidence in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in paper form.

**Security Alerts and Optional Communications.** CU Online may offer both automatic security alerts, optional alerts and communications about your account and account transactions. Security alerts may be sent automatically for fraud protection reason when certain important changes to your account(s) occur. Security alerts are part of the internet banking service and are not optional.

You may be asked to select from contact options when you sign up for optional communications. By agreeing to receive optional communications, you consent to delivery of such messages in the format selected (e-mail or prerecorded voice) to the contact information you provide.

- **Security Alerts and Optional Communications are subject to the following:**
  - **You are responsible for notifying the Credit Union of any changes to your e-mail and telephone contact to which communications are sent.**
    - *To modify or cancel your optional communications, log into CU Online and change your selections in the appropriate areas. If you provide us your mobile device number for security and/or optional communications, you expressly agree to receive pre-recorded messages at that number from our authorized agents, including those with the use of an automatic dialer and us.*
  - **Your full account number will not be included in any communication from the Credit Union.**
    - *Communications may contain our name and information about your accounts. Depending upon the communication, information pertaining to account balances, transactions, or payment due dates may be included. Anyone with access to your e-mail, mobile device(s), or telephone or telephone answering machine(s) or service(s) may be able to access the contents of the communication. It is your responsibility to secure these devices, protect your username and password, and provide timely information about contact changes in order to protect the confidentiality of this information. You consent to any disclosures by FORUM that may occur if you do not take appropriate steps to prevent access to your information by unauthorized persons.*
  - **We strive to provide communications in a timely manner with accurate information.**
    - *We do not guarantee the delivery or accuracy of the contents of any communication. Communications may not reflect pending transactions or payments and may not be delivered immediately. If you require additional details about a transaction, you may log in to CU Online or contact us as specified on our ["Contact Us"](#) page. You agree we shall not be liable for any delays, failure to deliver, or misdirected delivery of any communications; for any errors in the content of a communication; or for any actions taken or not taken by you or a third party in reliance on a communication.*

- **Statement of Record.**
  - *Any account information provided by internet banking is not the statement of record. The periodic statements provided to you electronically (e-statements) will be the statement of record. If you have chosen to have, your periodic statements mailed to your address of record. The mailed statement will be the statement of record. In any case, you are responsible for reviewing any statement and other account communications that may be sent to you by postal mail. Any mailed statements and other account communications will continue to contain important information about your account(s), regardless of whether you access your account(s) through CU Online or have chosen to receive your statement electronically.*
  
- **Member Liability.**
  - *You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, you must notify us as once if you believe your card and/or access code has been lost, stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfers has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses at a minimum. You could lose all the funds in your account, plus your maximum overdraft line of credit.*
  - *You are not liable for an unauthorized MasterCard debit card transaction if you can demonstrate you have exercised reasonable care in protecting your card or access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss of theft to us.*
  - *For all other EFT transactions involving access devices, your liability for unauthorized transactions is determined as follows;*
    - *If you tell us within two business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without permission.*
    - *If you do not tell us within two business days after you learn of the loss or theft of your card or access code and we can provide that we could have stopped someone from using your card or access code without permission if you had told us, you could lose as much as \$500.00*
  - *If your statement shows transfers that you did not make including those made by card, access code or other means, the credit union must be informed 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 lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If extenuated circumstances (i.e. hospital stay) keep you from telling us, we may extend the time period.*

***If you believe your card or access code has been lost, stolen, someone has transferred or may transfer money from your accounts without permission, or has or may use information from your check without permission contact the Credit Union immediately via the contact information listed below.***

***Call – FORUM Credit Union Member Services, 317.558.6000 or 1.800.382.5414***

***Write – FORUM Credit Union Member Services, P.O. Box 50738, Indianapolis, IN 46250***

**Termination of CU Online Electronic Banking Services.** You may terminate this Agreement or any service under this Agreement at any time by notifying us in writing and stopping your use of any access code. FORUM reserves the right to terminate this agreement at any time by notifying you orally or in writing. We may also program our system not to accept your access code for any service(s). Whether you or FORUM terminates this Agreement, the terminations shall not affect your account(s) obligations under this Agreement for any transactions or transfers made prior to termination.

**Notices.** All notices from the Credit Union will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

Any written notice you give to us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

**Fees.** Currently, the Credit Union does not charge a fee for the use of CU Online for Consumer accounts, including viewing your account information and the use of bill payment. However, the Credit Union reserves the right to charge a fee, in an amount to be determined by use, for your use of CU Online at any time.

Depending on your account(s) and how you access CU Online, there may be charges for certain electronic funds transfer services. From time to time, the charges may be changed, and we will notify you of any changes in fees as required by law. Please refer to "Consumer Fee Schedule" for questions relating to applicable fees.

You may incur charges for the following; services which can be requested through CU Online, such as ordering a paper copy of a statement, placing a stop payment on a check or ACH, telephone charges and/or internet service fees charged by a third party resulting from your access to CU Online.

**Errors and/or Questions.** In the case of an error and/or question about your electronic funds transfers, transfers, payments, or if you believe unauthorized access has been made, you must notify the Credit Union by one of the following methods:

1. Secure e-mail via the CU Online Message Center.
2. Telephone us at 317.558.6299 or 1.800.382.5414 extension 6299 during regular business hours
3. Write Us at FORUM Credit Union, P.O. Box 50738, Indianapolis, Indiana 46250, ATTN: Member Services

If you believe your statement contains errors or you need additional information about a transaction or transfer listed on your statement, we must hear from you no later than 60 days after you receive your first statement on which the error appeared.

You must:

1. Provide us with your name and account number
2. Describe the error, transaction or transfer you are questioning
3. Explain as clearly as possible why you believe there is an error or why you need additional information
4. Provide the confirmation number of the transaction (if available) and;
5. Provide the dollar amount of the suspected error

If you tell us orally, we may require you send us your complaint or question in writing within 10 business days. We will determine whether an error has occurred within 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 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents used in our investigation.

\* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days to investigate the error.

\*\* If you give notice of an error within 30 days\* after you make the first deposit to your account, notice of an error involving a point of sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

## **General Legal Information.**

**Disclosure of account information to third parties.** We will disclose information to third parties about your account or the transfers you make only in the following situations: (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; (3) in order to comply with a governmental agency or court orders; (4) if you give us your written permission.

**Merchant or Payee Limitation.** FORUM Credit Union reserves the right to refuse to pay any person or entity to whom you may direct a payment. We are obligated to notify you promptly if we refuse to pay a person or entity designated by you. **Notice is not required if you attempt to pay tax or court related payments, which are prohibited as outlined and agreed upon during enrollment in Bill Payment Services.**

**Disputes.** In the event of a dispute regarding CU Online electronic banking services, you agree to resolve the dispute as outlined within the Membership Agreement and Disclosures booklet.

**Data Recording.** Communication or information you provide to FORUM may be recorded or otherwise retained by use or our service provider. You consent to such recording or other retention. Without limiting the above, you agree that we may record the conversations our employees or agents have with you or your agents to ensure your instructions are followed and monitor quality of service and accuracy.

**No Waiver.** FORUM Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by an authorized Officer of the Credit Union.

**Governing Law.** This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Indiana, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**Enforcement.** You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If the Credit Union brings legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgement actions.

FORUM CU Online Resource Center: <http://www.forumcu.com/Resources/Online-Banking/CU-Online>