

## INTERNET & MOBILE BANKING AGREEMENT

This AGREEMENT governs the use of the L&N Federal Credit Union Internet & Mobile Banking Service and is made and entered into by and between L&N Federal Credit Union, where the Account(s) accessed through Internet & Mobile Banking are held, and each person who signs the Credit Union's signature card for the Account, or is referenced on the Credit Union's records as an owner of the Account. Each member is jointly and severally liable for all transactions initiated through L&N Federal Credit Union Internet & Mobile Banking, including overdrafts, even if the member did not participate in the transaction which resulted in the overdraft.

L&N Federal Credit Union Internet & Mobile Banking are Credit Union services accessed through a computer to electronically connect with a database that allows you to view Account balances and transaction information, transfer funds among designated Accounts, and to send electronic mail to the Credit Union. If the accounts are jointly held, you agree that access to the information and all transactions initiated by the use of your Username and Password are authorized unless we have been notified to cancel the service. We undertake no obligation to monitor transactions through Internet & Mobile Banking to determine that they are made on behalf of the accountholder.

The terms and conditions of any deposit account agreement, rules, regulations, schedule, signature card, credit agreement, including any disclosures made pursuant to such agreements, or authority executed by or made available to Member and any subsequent amendments to any of the foregoing, are incorporated herein by reference.

Some of the transactions permitted under this Agreement are governed by the Electronic Fund Transfers Act and some terms and conditions included in the Agreement are required by this Act.

Please carefully read this entire agreement and keep a copy for your records. By clicking on the "Terms and Conditions" button, you agree to the terms and conditions as set forth in this Agreement. If you decide not to agree to the terms and conditions, you should exit this site.

L&N Federal Credit Union may change the information or products mentioned on this site at any time without notice. Information about products and services are provided for informational purposes only.

While L&N Federal Credit Union makes every effort to provide accurate information, it assumes no responsibility for accuracy. Some information provided to you through this

website may contain technical or other inaccuracies or omissions, typographical errors, and may become outdated.

### **Liability**

Neither L&N Federal Credit Union or its affiliates, or any party involved in the creating, producing, or delivering of this site is liable for any direct or indirect, incidental, consequential, punitive or other damages of any kind after accessing this site. L&N Federal Credit Union or the service providers will not be responsible for any direct or indirect, special, consequential, economic or other damages arising in any way due to the installation, use, or maintenance of the equipment, software, the Internet & Mobile access service, or Internet browser or access software. L&N Federal Credit Union is not responsible for any electronic virus or viruses that you may encounter. We encourage all of our members to scan their computer with a reliable virus protection product to detect and remove any viruses.

### **Definitions**

"We," "Us," "Our," "Credit Union" – refers to the financial institution – L&N Federal Credit Union and its branches and any agent, designee or assignee the L&N Federal Credit Union may involve in Internet & Mobile Banking.

"You" and "Your" – refers to account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account.

"Account" or "Accounts" – refers to your accounts at L&N Federal Credit Union.

"Business Day Cutoff" – If you make a deposit before 5:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

L&N Federal Credit Union realizes that member privacy is very important. Our Privacy Policy may be obtained by either clicking on the following link – [L&N Federal Credit Union's Privacy Policy](#) or going to the Disclosures tab and clicking on Privacy Policy.

### **Fees for Internet & Mobile Banking Service**

L&N Federal Credit Union offers the benefits and convenience of its Internet & Mobile Banking, External Transfer, and Bill Pay services to you free of charge.

Other normal fees and charges will be assessed at the rates published in L&N Federal Credit Union's Fee Schedule.

These fees are subject to change. L&N Federal Credit Union will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

### **Access to Internet & Mobile Banking**

You may access the L&N Federal Credit Union Internet & Mobile Banking service 24 hours a day, 7 days a week. To access the Internet & Mobile Banking service, you must have an account at L&N Federal Credit Union, access to Internet service, an email address, a Username and a Password. Internet & Mobile Banking can only be used to access L&N Federal Credit Union accounts in which you are designated as an account owner or signer. If the accounts are jointly held, you agree that access to the information and all transactions initiated by the use of your Username and Password are authorized unless we have been notified to cancel the service. We undertake no obligation to monitor transactions through Internet & Mobile Banking or Bill Pay to determine that they are made on behalf of the accountholder.

The L&N Federal Credit Union website requires a personal computer with access to the Internet. Members will need a browser such as Internet Explorer 10.0 (or later) from Microsoft Corporation, with 128-bit encryption. The browser must be configured to accept cookies. For the best view, set the screen resolution to 1024 X 768 pixels.

All electronic communications that we receive from you on the L&N Federal Credit Union website will be deemed valid, authentic, and binding obligations. You agree that these electronic communications will be the same as your written and signed paper communications, and shall be deemed for all purposes to have been signed and to constitute an original when printed from electronic files or records established and maintained in the normal course of business. You agree that electronic copies of communications are valid and you will not contest the validity of transactions.

### **Use of Your Username and Password**

You agree to keep your Username and Password confidential to prevent unauthorized access to your account. We recommend that you memorize your Username and Password. You agree to not give your Username and Password to any unauthorized persons. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, or names of children, and should not be written down. In addition, you must make sure that no one is physically watching when you enter your password. If you are logged into the service, be sure to log off of the service and exit the browser when you leave the computer unattended. Your Internet Banking session will be automatically terminated after 20-minutes of inactivity. Your Mobile app session will be automatically terminated after 5 minutes of inactivity. You agree to assume responsibility for all transactions up

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to the limits allowed by applicable law.

**Password Guidelines:** Passwords are the key to each Member having a secure passage to their financial records. Passwords are created by the Member and temporary passwords issued by the financial institution are issued in an expired state, so the Member will be required to change any passwords provided by L&N Federal Credit Union.

- \* L&N Federal Credit Union controls the minimum and maximum length of passwords. The shortest minimum allowed is 6 characters, and the longest maximum is 25 characters.

- \* We require passwords to contain a mix of letters, numbers, or symbols.

- \* Password cannot contain any variation of the Username.

- \* The Financial Institution DOES NOT have access to the Member's personal password. The Member Assistance Call Center of L&N Federal Credit Union has the ability to issue a new password in the event that a Member has forgotten their current password or has been locked out due to five (5) invalid login attempts. As with the initial password, any password issued by the financial institution must be changed by the Member at the next login.

### **Consumer Liability**

Tell us AT ONCE if you believe your password has been lost, stolen or compromised. Telephoning is the best way of keeping your losses down. You could lose all the money in your account (plus your maximum limit from an overdraft line of credit or your overdraft privilege). If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your password without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers or bill payments 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 a timely manner.

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

Contact us in the event of unauthorized transfer or bill payment. If you believe your password has been lost or stolen, that someone has transferred or may transfer money from your account without your permission, or that someone has made a bill payment from your account without your permission, call us immediately.

### **Error Resolution Notice**

Telephone us at 800-292-2905 or write to us at L&N Federal Credit Union 9203 Smyrna Parkway, Louisville, KY 40229 or email us at [memserv@Lnfcu.com](mailto:memserv@Lnfcu.com) as soon as you can, if you think your statement is wrong or if you need more information about a transfer or bill payment listed on the statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
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 or bill payment involved a new 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 or bill payment involved a new account) to investigate your complaint or question. If we decide to do this, we may credit your account within 10 business days (20 business days if the transfer or bill payment involved a new 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 complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us before this 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.

Please examine your statement promptly and immediately advise us of any errors. If no error is reported within sixty (60) days, the statement will be considered correct.

## **Statements**

You will continue to receive your regular paper account statement unless you sign up to receive eStatements. To enroll in eStatements, log onto Internet Banking, click on "User Options", and follow the prompts.

## **Account Information**

You can obtain the following information:

- \* Balance information on all deposit and loan accounts, loan payment amounts, payment due dates, and share certificate maturity dates.
- \* Review transactions on your accounts for current and previous statement cycles.
- \* Export your statement information into Quicken, Quick Books or Microsoft Money personal financial management software.

## **Funds Transfers**

You may make the following types of funds transfers:

- \* Transfer funds from checking to checking.
- \* Transfer funds from checking to savings.
- \* Transfer funds from savings to savings.
- \* Transfer funds from savings to checking.
- \* Transfer funds from your Membership to another Membership within the credit union.
- \* Make payments from checking to loan accounts.
- \* Make payments from savings to loan accounts.
- \* Transfer available funds from equity lines and lines of credit to checking and savings accounts.
- \* You may make arrangements for one time, on demand transfers or loan payments or make scheduled transfers to occur in the future or on a recurring basis.

Money Market and Savings Deposit Accounts – You may make no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four (4) weeks, to another of your accounts (including a transaction account) with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by you and payable to third parties. These limitations are defined by federal regulations, and we are required to take action if you exceed the number of transfers or withdrawals allowed.

Transfers and payments made after 5:00 p.m. will not be credited until the next business day.

It is our responsibility to process all transfers and bill payments properly initiated through the Internet & Mobile Banking service in accordance with this Agreement. We will use our best efforts to comply with your instructions promptly and properly. However, L&N Federal Credit Union shall incur no liability if we are unable to complete any requests, payments or transfers initiated by you because:

1. You have failed to provide the correct Username or Password.
2. Through no fault of the Credit Union, you do not have sufficient funds available in your account.
3. A legal order directs us to prohibit withdrawals from your account(s).
4. Your account has been closed or a hold has been placed on your account.
5. You, or anyone you allow, commits any fraud or violates any law or regulations.
6. The equipment, phone lines, or computer systems were not working properly or were temporarily unavailable.
7. You have not properly followed the instructions for operating the software or equipment, or for initiating a transfer or bill payment.
8. You have not given complete, correct, and current instructions on how to make a transfer or bill payment.
9. You do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
10. You have not provided the correct name, address, phone number, or account number for the payee.
11. A timely bill payment is made, but the payee nevertheless does not credit your payment promptly after receipt.
12. Circumstances beyond our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) prevent the transaction despite reasonable precautions that we have taken.
13. You default under any agreement with us, or if you terminate this Agreement.

There may be other exceptions not specifically stated in this Agreement with you.

The account balances shown on Internet & Mobile Banking may not reflect your balance due to deposits that may be in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. The balance will show the most current as of date.

## **External Transfer Service**

External Transfer Service enables you to transfer funds between Account(s) that you maintain with us and Account(s) that are maintained by you at other financial institutions.

## **Acceptance of Terms**

This Agreement sets out the terms and conditions (the "**Terms**") on which our service provider and L&N Federal Credit Union will provide. When you click on the "I Agree to accept the Terms and Conditions" button, you agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. If you do not agree to all of the Terms, do not accept the Terms & Conditions. If you do not accept and agree to all of the Terms, you will not be entitled to use the Service. L&N Federal Credit Union reserves the right to change the Terms under which the Service is offered at its sole discretion at any time

### *A. Definitions.*

"Account" means checking, money market or savings accounts. "Recipient Account" or "To Account" is the account to which your funds will be credited. "Sender" or "From Account" means the Transaction Account holder initiating a transfer through the External Transfer Service. "Transaction Account" is the Account from which your funds will be debited, or to which funds will be returned. "Transfer Instruction" is the information provided by you to the External Transfer Service for a transfer of funds to a Recipient Account.

### *B. Transfer Authorization and Processing.*

You represent and warrant that you are the sole owner or legal owner of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States. When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts. You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds.

### *C. Transfer Methods and Amounts.*

We may, at our sole discretion, impose limits on the amount of money you can transfer through our External Transfer Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.



D. *Transfer Cancellation Requests and Refused Transfers.*

You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account.

E. *Stop Payment Requests.*

If you as a Sender desire to stop any transfer that has already been processed, you must contact us. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days.

F. *Your Responsibilities for Accurate Information.*

Your enrollment in the External Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. It is your responsibility to ensure the accuracy of any information that you enter into the External Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
2. The External Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused;
4. You as a Sender have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

G. *Failed Or Returned Transfers.*

In using the External Transfer Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:

1. You will reimburse us immediately upon demand the transfer amount that has been returned to us;
2. You may be assessed a fee by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Account agreement with us. You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit;
3. You will reimburse us for any fees or costs we or they incur in attempting to collect the amount of the return from you; and,
4. We are authorized to report the facts concerning the return to any credit reporting agency.

H. *Refused Transfers.*

We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

I. *Returned Transfers.*

In using the External Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.

J. *Service Providers.*

We are offering you the External Transfer Service through one or more service providers with whom we have contracted some or all of the service on our behalf. You agree that we have the right under this Agreement to delegate to

our service providers certain rights and performance obligations that we have under this Agreement, and that our service providers will be intended third party beneficiaries of this Agreement and will be entitled to the applicable rights and protections that this Agreement provides to us.

### **Cancellation of Internet & Mobile Banking**

Your Internet & Mobile Banking service could be cancelled at any time by L&N Federal Credit Union without prior notice due to insufficient funds in an account or other circumstances that may create an unexpected liability to us.

### **Electronic Mail**

If you send L&N Federal Credit Union an electronic mail message, L&N Federal Credit Union will be deemed to have received it on the following business day. L&N Federal Credit Union will have a reasonable time to act on your e-mail.

You should not rely on electronic mail if you need to communicate with L&N Federal Credit Union immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur). You should call us at 800-292-2905 or stop by one of our locations.

### **Other Agreements**

In addition to this Agreement, you and L&N Federal Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your Internet & Mobile Accounts. Your use of the Internet & Mobile Banking service is your acknowledgement that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you opened your accounts at L&N Federal Credit Union, including the charges or fees that may be imposed for stop payment orders, overdraft charges, etc.

### **Modifications to this Agreement**

L&N Federal Credit Union may modify the terms and conditions applicable to the Internet & Mobile Banking Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Internet & Mobile Banking service in whole or part at any time without prior notice.

### **Inactivity/Termination**

We may terminate this Agreement and your use of Internet & Mobile Banking services at any time without cause of prior notice. This Agreement and your use of the available Internet services will be terminated automatically if your account(s) are closed or

access to your accounts is restricted for any reasons. The Credit Union reserves the right to terminate this Agreement if the service, including Bill Pay, is not used for a period of six months. This Agreement and your use of Internet & Mobile Banking services may be terminated at any time without prior notice due to insufficient funds in one of your accounts. After termination on such basis, you may again enroll once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. We reserve the right to temporarily suspend Internet & Mobile Banking services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your Username or Password as an indication of attempted security breach. Termination of the services does not affect your obligations under this Agreement with respect to occurrences before termination.

To cancel the Internet & Mobile Banking service, you must notify L&N Federal Credit Union and provide your name, address, and the effective date to stop the service. You may notify us by one of the following methods:

1. By initiating a customer inquiry through our Website Contact Us.
2. By calling us at 800-292-2905, 8:00 A.M. to 6:00 P.M. (Eastern Time) Monday through Friday, or 9:00 A.M. to 12:00 P.M. on Saturdays.
3. By writing a letter and either sending it to the following address or giving it to an employee at any Credit Union location:

L&N Federal Credit Union  
Attention: Digital Banking Service  
9203 Smyrna Parkway  
Louisville KY 40229

### **Governing Law**

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the Commonwealth of Kentucky.

### **Accepting the Terms and Conditions of this Agreement**

Upon use of this Website, you accept the terms and conditions of this Agreement. This Agreement governs in addition to, but not limited to, your signature card, our "Understanding Your Deposit Accounts Agreement", "Electronic Funds Transfer Agreement and Disclosure", "Truth In Savings Disclosure", "Privacy Policy", and any loan agreement(s). If you do not agree with these terms, do not use this site. Use of this site by you or any person authorized by you indicates your agreement to these

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terms and conditions and any instructional material that we provide you regarding the services.

# Welcome to Free Internet Bill Pay Registration

Sign up for Bill Payment and enjoy the convenience of paying your bills from home or office with the click of the mouse! Internet Bill Payment is provided at no cost to our members. It's FREE!

Simply read the terms and agreement below and click OK to begin your registration process.

Note: You must have a checking account with us to use the Bill Payment product. If you have more than one checking account, you may choose which one to use on the registration form.

Registration Process:

- Read terms and agreement below and click OK.
- Complete registration form.
- After submitting your registration form, you will receive an e-mail from us confirming your request.
- In 1-3 business days you will receive your bill payment ID and PIN#.
- After receiving your bill payment ID and PIN#, you are ready to start the convenience of paying your bills online.

## ELECTRONIC BILL PAYMENT AUTHORIZATION

I AUTHORIZE my financial institution to post payment transactions generated by phone and/or PC from the Bill Paying Service to the account indicated. **I understand that I am in full control of my account.** If at any time I decided to discontinue service, I will provide written notification to my financial institution. My use of the Bill Paying Service signifies that I have read and accepted all the terms and conditions of the Bill Paying Service.

I UNDERSTAND payments may take up to 10 days to reach the vendor and will be sent either electronically or by check. My financial institution is not liable for any service fees or late charges levied against me. I also understand that I am responsible for any loss or penalty that I may incur due to lack of sufficient funds (NSF fee \$30.00) or other conditions that may prevent the withdrawal of funds from my account. By clicking on the "Terms and Conditions" button, you agree to the terms and conditions as set forth in this Agreement. If you decide not to agree to the terms and conditions, you should exit this site. This email and any files transmitted with it are confidential and are intended

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solely for the use of the individual or entity to which they are addressed. This communication represents the originator's personal views and opinions, which do not necessarily reflect those of L&N Federal Credit Union.

If you are not the original recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error, and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. If you receive this email in error, please delete it and immediately notify [postmaster@LNFCU.com](mailto:postmaster@LNFCU.com).

## **E-Sign Consent Form**

Members consent to receive electronic documents.

1. You have the right at any time to receive any document from us in paper form versus electronic form.
2. This consent applies to the receipt of monthly and quarterly statements of all disclosures and all account or loan notices.
3. The hardware and software requirements for access to and retention of the electronic records is the ability to connect to the Internet, Adobe reader and the latest browser version.
4. If you desire a paper copy of an electronic document, please call 1-800-292-2905. There will be a \$1.00 charge per statement for this request.
5. You retain the right to withdraw your consent to electronic documents with a notice given 30 days in advance. There will be no charge for this request.
6. In order to withdraw your consent, you may send the request in writing to 9203 Smyrna Parkway, Louisville, KY 40229 or call 800-292-2905.
7. If your electronic address changes, you must change the address through the Users option on the Internet Banking site.
8. You must send your consent to receive documents to us electronically. This will demonstrate to us that you are able to access the information in the electronic form that will be used to provide the information.
9. You must provide us with a mailing address if you cannot print or download the information provided to you electronically.
10. You must elect to receive electronic documents by the 25th of the month in order to receive that months' account statement.

Change in Hardware or Software

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If, after you have consented to receive information electronically and we have a change in hardware or software that may affect your receipt, we will provide you with a statement of the revised hardware or software requirements. You will also be provided with the right to withdraw consent without the imposition of any fees for withdrawal or the imposition of any condition or consequence that was not originally disclosed; and

You must again consent, or confirm consent, electronically in a manner that reasonably demonstrates that you can access information in the electronic form that will be used.

By clicking on the Accept button, I elect to view my Account Documents on-line and request L&N Federal Credit Union to no longer mail me paper documents.

I understand that L&N Federal Credit Union will hold delivery of my Account Documents but will send me paper documents, at any time, upon request. Additionally, I agree to pick up my Annual Billing Rights Statement and Billing Error Resolution information electronically each year at [www.lnfcu.com](http://www.lnfcu.com).

Note: Should you opt to receive e-documents, please be advised that you may be mailed one paper statement annually.

\*\*Note: You must elect to receive electronic documents by the 25th of the month in order to receive that month's account statement.

## **Money Management & Purchase Rewards Offers**

**In addition to the above content, if you decide to use either Money Management or the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.**

**License Grant and Restrictions.** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the Money Management Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Purchase Rewards Offers") to benefit from your debit card purchases.

In addition to the Money Management Service and the Purchase Rewards Offers, the terms "Service" and "Purchase Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Purchase Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Purchase Rewards Offers may be accompanied by and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following, and you may not allow any third party to do any of the following:

1. Access or attempt to access any other systems, programs or data that are not made available for public use;
2. Copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Money Management site or from the Purchase Rewards Offers program;
3. Permit any third party to benefit from the use or functionality of the Service or Purchase Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement;
4. Transfer any of the rights granted to you under this license;
5. Work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law;
6. Perform or attempt to perform any actions that would interfere with the proper working of the Service or Purchase Rewards Offers or any service provided in connection with them, prevent access to or the use of the Service, Purchase Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service or
7. Otherwise use the Service, Purchase Rewards offers or any services provided in connection with them except as expressly allowed under this Section.

**Ownership.** The Service and Purchase Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

**Your Information and Account Data With Us.** You are responsible for:

1. Maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Purchase Rewards Offers or any services provided in connection with them, and your accounts with us (collectively). "License Access Information"), and
2. Preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Purchase Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Purchase Rewards Offers or any services provided in connection with them and ensuring that such authorized users comply with this Agreement, You will be responsible for all electronic



communications, including account registration and other account holds information, email, and financial, accounting and other data (“Communications”) entered using the Licensee Access Information. It is assumed that any Communication received through use of the Licensee Access Information were authorized and sent by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Purchase Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonable believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party bendores permission to use, Licensee Access Information to enable us to provide the Service, Purchase Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and service we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to

1. Conduct database marketing and marketing program execution activities;
2. Publish summary or aggregate results relating to metrics comprised of research data from time to time;
3. Distribute or license such aggregated research data to third parties.

Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interests and needs.

### **Use, Storage and Access.**

We shall have the right, in our sole discretion and with reasonable notice posted on the Money Management site and /or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to:

1. The amount of storage space you have available through the Service at any time, and

2. The number of times (and the maximum duration for which) you may access the Service in a given period of time.

We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulation, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related service to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or error in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

**Third Party Websites.** The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Purchase Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

**Export Restrictions.** You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulation (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to

1. Any countries that are subject to US export restrictions;
2. Any end user who has been prohibited from participating in US export transactions by any federal agency of the US Government; or
3. Any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons.

You further acknowledge that this product may include technical data subject to export or re-export restrictions imposed by US law.

**Purchase Rewards Offers.** If you decide you wish to participate in the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Purchase Rewards. You will earn rewards for your participation in the Purchase Rewards Offers program based on total purchases. If you participate in the Purchase Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchase during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards and user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Purchase Rewards Offers deposit account which is associated with the Purchase Rewards Offers program.

Purchase Rewards Offers Account. You must use the debit card associated with the Purchase Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Purchase Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Purchase Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchase, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

1. Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.

2. The rewards information that we provide to you, which is provided "as is" and "as available."
3. Your inability to comply with other guidelines, the accuracy, timeliness, loss or corruption, or mis-delivery of any qualifying purchase information or any other information, unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, act of God, strikes or other labor problems.
4. Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

## Mobile Deposit Capture Service End User Agreement

This Mobile Deposit Capture Service End User Agreement contains the terms and conditions for the use of the Mobile Deposit Capture Service that L&N Federal Credit Union (L&NFCU) may provide to you. This Agreement supplements the terms of other agreements you have entered into with the L&NFCU, including the Account Rules and related fee schedules and disclosures that govern the terms, conditions and fees of your deposit account(s) with us. The terms and conditions of your Account Agreement are incorporated by reference and made a part of this Agreement. In the event of a conflict between the terms of this Agreement and your Account Agreement the terms of this Agreement shall control as it regards the provision of the Service.

### **Service Definitions**

"Business Day" is every Monday through Friday, Eastern Time, excluding Federal Reserve holidays.

"Service" refers to L&NFCU's Mobile Deposit Service.

### **Use of Service**

This Service allows you to deposit checks into eligible L&NFCU's accounts from a remote location by scanning the items with a compatible mobile device which then delivers the images and associated deposit information to L&NFCU electronically. You may use this Service only for non-business, personal use in accordance with this Agreement. By using the Service, you authorize L&NFCU to convert checks to images or create substitute checks for the purpose of clearing the check. L&NFCU reserves the right to change the Service at any time and in any manner in its sole discretion. Your continued use of the Service will indicate your acceptance of any such changes.

### **Agreement Acceptance**

This Agreement applies to consumer accounts only. Your electronic acceptance of this Agreement and use of the Service means you agree to all terms and conditions in this Agreement. Please read this Agreement carefully and keep a copy for your records.

### **Eligibility and Qualification Requirements**

To qualify for this Service, you must meet eligibility criteria as dictated by us, including having all accounts in good standing.

### **E-mail Address**

You agree to notify us immediately if you change your e-mail address and that your notification will be made by following our procedures for updating personal information. You understand that the e-mail address that we have on file for you is the address where we will send you notification of receipt of Mobile Deposit Transactions as well as any other information about the Service we deem necessary to communicate to you. We are not responsible for any losses incurred as a result of you not receiving or otherwise not reading notifications or confirmations we send to you.

### **Eligible Accounts**

All consumer checking and savings accounts are eligible for this Service except:

- a. Trust Savings
- b. Custodial Savings or Checking
- c. Guardian Savings or Checking
- d. QIT Trust Savings or Checking

### **Limitations of Service**

When using this Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. In the event this Service is not available to you, you acknowledge that you can deposit your check at a branch office location, through a participating ATM, or by mail.

### **Charges or Fees**

L&NFCU does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on L&NFCU's current Schedule of Fees and Charges for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment. You agree that L&NFCU may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at L&NFCU, including but not limited to account servicing and collection purposes.

### **Eligible Items**

You agree to scan and deposit only "checks" as that term is defined in the Expedited Funds Availability Act as implemented by Regulation CC.

### **Ineligible Items**

You agree that you will not use this Service to scan and deposit any ineligible items including but not limited to the following:

- a. Checks or items payable to any person or entity other than you
- b. Post-dated checks
- c. Checks or items containing an obvious alteration to any of the fields on the front of the check or item which you know or suspect, or should know or suspect to be fraudulent.
- d. Checks or items drawn or otherwise issued by you or any other party on any of your L&NFCU accounts
- e. Checks or items not payable in United States currency
- f. Items drawn on financial institutions located outside the United States
- g. Items previously converted to a substitute check
- h. Consumer loans, credit card, and mortgage payments
- i. IRA and Share Certificate deposits
- j. Money orders and travelers checks
- k. Starter or counter checks
- l. Savings bonds
- m. Checks that require authorization (e.g. COMCHEKS, BranchPay, RapidDrafts)

### **Image Quality**

The image of a check transmitted to L&NFCU using the Service must consist of legible images of the front and back of the check. The image that is transmitted must be of such quality that the following information can easily be read by sight review of the image:

- a. The amount of the check
- b. The payee
- c. The drawer's signature
- d. The date of the check
- e. The check number
- f. Information identifying the drawer and the paying bank that is preprinted on the check in the MICR line, including the routing transit number, account number, check amount when encoded, serial number and process control field;

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### **Endorsement Requirements**

You agree to endorse all items with your signature and print "For Mobile Deposit Only at LNFUCU" on all items. L&NFCU reserves the right to reject all items that are not endorsed as specified.

### **Deposit Limits**

For members over the age of 18, when using the Service to deposit funds, such deposits are limited to \$5000 per business day. You must receive a Deposit Approval Notification by 6:00pm for a deposit to be considered that day. Weekly deposits are limited to total of \$10,000 with \$15,000 being the total deposited amount allowed monthly.

For members age 15 to 18, when using the Service to deposit funds, such deposits are limited to \$400 per business day. A Deposit Approval Notification must be received by 6:00pm for a deposit to be considered that day. Weekly deposits are limited to total of \$400 with \$1600 being the total deposited amount allowed monthly.

### **Receipt of Items**

We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely. An image is considered received when we transmit to you a Deposit Received Notification. However, such notification does not mean that the transmission was without error. Once an item is reviewed and approved, you will receive a Deposit Approved Notification.

### **Provisional Credit and Availability of Funds**

Below is our general funds availability policy for this service:

If you receive a Deposit Approval Notification on...

Any day between 9:00 AM - 8:00 PM EST

Funds are generally available the next business day, but an extended hold may be placed on the deposit if required.

If you deposit a check on...

A Holiday

Funds are generally available the next business day, but an extended hold may be placed on the deposit if required.

Credit given for the item is provisional and subject to final approval of the item. Funds you deposit may be delayed for a longer period of time when we have reasonable cause to believe the check is uncollectable. We will notify you if we delay your ability to withdraw funds because we believe the check is uncollectable and we will tell you when funds will be available. You agree to receive all notifications regarding your use of this Service, including but not limited to exception notices as required by Regulation CC via electronic message. With respect to each item you send to L&NFCU for deposit, you agree to indemnify and reimburse L&NFCU for and hold L&NFCU harmless from and against any and all losses, costs, and expenses.

### **Method of Presentment**

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The manner in which items are cleared, presented for payment, and collected shall be in L&NFCU's sole discretion.

### **Retention and Disposal of Items**

You agree to retain each item no fewer than two weeks after your funds have been posted to your account. Upon receipt of these funds, you agree to mark the items prominently as "Void" and to dispose of the item(s) in a way that prevents representing for payment. You agree to store each retained item in a secured area until such proper disposal is performed. You will promptly provide any retained item to L&NFCU as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

### **Errors or Discrepancies**

Notify L&NFCU at 1-800-292-2905 as soon as possible if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us within 60 days from the date your statement was sent, you may not be compensated for any losses.

### **Hardware and Software**

In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by L&NFCU from time to time on the Service website. You will also be required to download and install the Service application to your smart phone device from your wireless service provider. See <http://www.republicbank.com/home/personal/other/mobile> for current hardware and software specifications. L&NFCU is not responsible for any third party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. You understand and agree that you are solely responsible for any Internet, cellular, data download or other charges that your Internet service provider or wireless service provider may impose for your access to the Internet or download of an application to use the Service.

### **Security Requirements**

To prevent unauthorized usage of the Service, you agree to ensure the security of the mobile device you own and use to access the Service. By securing this device, we specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical device from theft or unauthorized use. Additionally, L&NFCU may also request additional information from you.

### **Legal Owner**

If you have designated a legal owner on your Account, your legal owner will also have online access to the Mobile Deposit Service. You and your legal owner(s) are equally responsible for adhering to all items disclosed in this Agreement.

### **Disclaimer of Warranties**



L&NFCU's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by L&NFCU and its licensors "as is" and on an "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results that may be obtained from the service will be accurate or reliable, and (iv) that any errors in the services or technology will be corrected.

### **Limitation of Liability**

L&NFCU's liability for errors or omissions with respect to the data transmitted or printed by L&NFCU will be limited to correcting the errors or omissions.

### **User Warranties and Indemnification**

You warrant to L&NFCU that:

- a. You will only transmit eligible items that are properly endorsed.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or re-present the original item once it has been scanned and sent through this Service, unless specifically requested to do so by L&NFCU.
- e. All information you provide to L&NFCU is accurate and true.
- f. L&NFCU will not sustain a loss because you have deposited an image.
- g. You will comply with this Agreement and all applicable rules, laws, and regulations.
- h. Items you transmit do not contain viruses.

You agree to indemnify and hold harmless L&NFCU from any loss for breach of the warranty provision.

### **Change in Terms**

L&NFCU reserves the right to change the terms and conditions of this Service or terminate this Agreement without notice at any time.

### **Governing Law**

This Agreement supplements the terms of your Membership Agreement and Disclosures. Together they constitute the entire Agreement between you and L&NFCU with respect to the services. You may not assign this Agreement. This Agreement is governed by the laws of the Commonwealth of Kentucky and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.

Reviewed  
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