

Online Account Access Agreement and Electronic Funds Transfer Disclosure

This *Agreement and Disclosure* provides information about 7 17 Credit Union's Online Account Access service, NetWorth24 and NetWorth24 Bill Payment, and contains the disclosures required by the Electronic Funds Transfer Act. By requesting and using one of the Services you agree to comply with the terms and conditions of this Agreement.

A. Definitions & Requirements

For the purpose of this Agreement:

1. "Device" is any personal computer, mobile phone, iPad, that has access to the Internet with minimum operating systems, and browser requirements to access 7 17 Credit Union's online account access service(s).
2. "Online Banking" or "NetWorth24" is the Internet-based service providing access to your Credit Union account(s);
3. "Bill Payment" is the online service that enables the scheduling of bill payment using a device.
4. "We," "us," "our," or "Credit Union" refer to 7 17 Credit Union where the member has the account accessed through NetWorth24.
5. "You" or "your" refers to the primary owner of the account or the authorized representative.
6. Time-of-day references are to Eastern Standard Time (EST).

In order to provide electronic disclosures, we must maintain a current member email address at all times. It is your sole responsibility to provide us with your correct and true contact information, including your email address. You should immediately notify 7 17 Credit Union of any changes to your personal contact information.

B. Access

1. Member Access

As long as your account is in good standing at 7 17 Credit Union, you are eligible for NetWorth24. You may gain access to your accounts online through use of any of your internet-enabled devices supported by NetWorth24.

2. Business Access

Any authorized signer of your business account is authorized on such terms, conditions, and agreements as we may require to:

- a. Enter into this Agreement as amended from time to time;
- b. Access each account in any manner and for any purpose available through the service, whether now available or available at some time in the future; and
- c. Use any online banking service in any manner and for any purpose available through the service, whether now available or available at some time in the future.

3. Availability

There may be instances when NetWorth24 may be temporarily unavailable due to Credit Union record updating, system maintenance or technical difficulties. During these times, when you attempt to log into NetWorth24, there will be a system error message and you will not be able to access your accounts. We are not responsible for any delays or difficulties you may have in accessing NetWorth24 or certain features of this service.

4. Requirements

When you initially log into NetWorth24, you will need to know your account number and ePIN.

You will then be required to accept disclosures, create stronger login credentials, and set the multi-factor authentication methods for added security. There are also minimum requirements found on our website for device operating systems and internet service providers in order to successfully and securely access your accounts.

5. Touch ID

Some Touch ID mobile devices are supported when using our mobile app. Touch ID is an alternate login option to the traditional username/password. It will allow you to access mobile banking using built-in, fingerprint-sensor technology. Your device stores encrypted Touch ID fingerprints that you have added. Our mobile banking app cannot access or identify the owner of the actual fingerprint. It only determines if the fingerprint is valid on that device. This means that by choosing to enable Touch ID, every person with an enrolled fingerprint on your device may have access to your account. It is your responsibility to manage this access on your device. If your device is stolen you must disable the Touch ID. Click [here](#) to read our FAQs about Touch ID.

C. Transactions

1. Transaction History

You will have access to approximately four (4) months' worth of history through NetWorth24. You will have access to eighteen (18) months of eStatements through NetWorth24 or by logging directly into this service from our website. For access beyond the stated timeframes, we recommend that you save your paper statements or eStatements and/or export your history.

2. Transfer of Funds

- a. You may make one-time transfers or schedule future or recurring transfers such as transfers to loans. You may transfer funds between your checking and savings accounts or between financial institutions if you enroll in our External Funds Transfer service.
- b. Transfer Money to Member: This service offers you the ability to transfer money to any other 7 17 Credit Union member. The member receiving the funds is known as the recipient. To use this service you will need to enter the recipient's account number and suffix. NOTE: When you complete a transfer using this service, your account number will appear on the recipient's statement.
- c. Regulation D: You understand that under the Credit Union's Regulation D policy, you are permitted to make no more than six (6) electronic or automated transactions involving the following each month:
 - i. Transferring funds from a savings account to a checking account;
 - ii. Transferring funds from a savings account to another savings account;
 - iii. Savings overdraft transfers to cover checking account transactions (i.e. check overdraft); and/or
 - iv. Preauthorized electronic debits (ACH) from a savings account. The combination of withdrawals or transfers listed above is limited to six (6) per month (per savings account) without exception. An unlimited number of transfers, withdrawals, and bill payments may be made from the checking account.

3. Documentation and Verification

- a. Receipts: Upon completion of a transaction using NetWorth24, you should record the scheduled date and transaction amount in your checking register or other permanent record. No printed receipts are issued through NetWorth24, but you may print the confirmation page once the request is submitted.
- b. Periodic Statements: Information concerning NetWorth24 transactions will also be shown on your normal statement for the accounts to and/or from which the transactions are made. You will receive a statement monthly, unless there are no electronic funds transfers in a particular month. In any case, you will receive a statement at least quarterly.

D. Additional Services

Occasionally new services will be introduced. We will notify you of these new services. By using the new services, you agree to be bound by the rules of these services as they become available.

E. Fees

Please refer to the Credit Union's fee schedule regarding all fees, located at www.717cu.com.

In the event that we charge a fee, we will automatically deduct any fee from your primary checking account each month. We will continue to charge your account monthly until the service is discontinued. If the fee is not available from your checking account, we will take the fee from any other share account of which you are an owner as soon as the funds become available. If there are no funds available in any account, you agree to pay the fee immediately upon demand.

F. Privacy & Security

Seven Seventeen will disclose information to third parties about your account or transfers you make under the following circumstances:

1. When it is necessary for the provision of Online Banking and for completing transactions;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government or court orders, or other reporting requirements;
4. If it is necessary to assist us in the collection of information for internal use;
5. If it is necessary for the security purposes of our service providers, our servicing agents, contractors providing our Online Banking and electronic funds transfer Service; and/or
6. If you give us your permission.

Please view our [Privacy Policy](#) for more information.

You are responsible for keeping your username and password confidential. Please view our [Best Practices](#) to help you prevent fraud.

G. Email

Email transmissions outside of NetWorth24 are not secure. We advise you not to send us or ask for sensitive information such as account information via any general or public email system. If you wish to contact us electronically and securely, please use the "Support" link located in the upper right corner of NetWorth24.

H. Cross Account Access

You may link your credit union accounts so that they appear together under one log in and password if both accounts meet minimum credit union requirements. Signatures of both primary account owners will be required on a specially designated form. Your request will be processed after we receive the form and verify all signatures. If we cannot verify the validity of the signature we will not honor your request until identity can be verified. We are not responsible for lost or misplaced forms. This authorization may be revoked at any time by us without notice or by either of the primary account holders (verbally or in writing).

I. Termination of service

- a. You may cancel NetWorth24 verbally, by email or in writing. If you cancel this service and you have any scheduled or recurring bill payments or transfers made through NetWorth24, these transactions will also be cancelled.
- b. We may terminate your NetWorth24 privileges (including bill payment or any other third party associated with NetWorth24) without notice to you under the following circumstances:
 1. You do not comply with the agreement governing your deposit or loan accounts.
 2. Your accounts are not maintained in good standing.
 3. Your NetWorth24 login becomes inactive. This happens when you do not sign on to NetWorth24 nor have any transactions scheduled during any consecutive 180 day period. If your NetWorth24 privileges are terminated for this reason, you will need to go through the initial log in steps to re-enroll in this service.

J. Liability

1. Unauthorized use

The following determines your liability for any unauthorized transaction or any series of related or unauthorized transactions:

- a. If you notify the Credit Union within two (2) business days after your password became known to an unauthorized person, your liability will not exceed \$50.00 or the amount of the unauthorized transactions that occur before notification, whichever is less
- b. If you fail to notify the Credit Union within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
 1. \$50.00 or the amount of unauthorized transactions that occur within the two (2) business days; and
 2. The total of unauthorized transactions which occur during the two (2) days before notification to the Credit Union, provided the credit Union establishes that these transactions would not have occurred had the Credit Union been notified within that two-day period.
- c. You must report an unauthorized transaction which appears on your periodic statement, no later than 60 days after transmittal of the statement to avoid liability for subsequent transactions. Your liability will not exceed the amount of the unauthorized transactions that occurred within the 60 day period. You may also be liable for the amounts as described in sections a and b above. Failure to notify the Credit Union may mean that you do not get your money back, provided that we can prove that we could have stopped someone from taking the money had you told us in time.
- d. If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If more time is needed however, we may take up to 45 days (90 days if the transaction involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. Your account is considered a new account for the first 30 days after the first deposit is made. If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete.
- e. You may notify us by telephone, in writing, or by email using the secure email form provided within our Online Banking service.
 1. **Telephone numbers:** Credit Union TeleServices Department: 330-372-8100, 330-793-2495, 330-726-0344, 330-539-6627, 330-677-0001, 330-492-1106 or 800-775-7741.
 2. **In writing:** 7 17 Credit Union, Attention: NetWorth24 Department, 3181 Larchmont Ave. NE, Warren, Ohio 44483-2498

3. **Email:** networth24@717cu.com Note: Notification by general email to report an unauthorized transaction is not secure and therefore not advised. If you use this general email address do not include any personal information about you or your account.

2. Failure to Perform Transaction

If the Credit Union does not perform a transaction or make a transfer on time, or in the correct amount according to your instructions given in accordance with this *Agreement and Disclosure*, we will be liable for damages caused.

However, there are some exceptions. We will not be liable if, for instance:

- a. Through no fault of our own, your account does not contain sufficient available funds to make the payment or transfer;
- b. The equipment, phone lines, or computer systems were not working properly or were temporarily unavailable;
- c. Circumstances beyond our scope of control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that we have taken;
- d. A court order or legal process prevents us from making the transfer or payment;
- e. If we have a reasonable basis for believing that unauthorized use of your password or designated account has occurred or may be occurring;
- f. If you default under any agreement with us or if we or you terminate this Agreement;
- g. If the transaction would exceed limitations on dollar amounts or frequency;
- h. If your account has been closed or credit union privileges have been terminated; or
- i. If we have reason to believe that the transaction request is unauthorized.

There may be other exceptions stated in our Agreement with you. If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transaction that may not have been completed or to correct transactions that have incorrectly processed.

3. Indemnification

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to your NetWorth24 or Bill Payment service.

4. Third Parties

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser provider such as Microsoft (Internet Explorer browser), Mozilla (Firefox browser) or Apple (Safari browser), by an Internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access your NetWorth24 or Bill Payment service.

5. Virus Protection

- a. The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC or Internet enabled device using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

K. Right to Stop Preauthorized Payments

You may stop a payment that has not been processed by deleting it from NetWorth24. If a stop payment is requested for a non-processed payment, the Credit Union will stop these payments if the Credit Union receives a written or oral request to do so at least three (3) business days before the payment is to be made or five (5) business days if an ACH Origination Authorization form was signed by you. If you notify the Credit Union by telephone, the Credit Union may require you to provide us with written request within 14 days. If the Credit Union receives a request to stop the payment in the manner described above, then the Credit Union will be liable for your actual losses or damages (See exceptions J-2 **Failure to Perform Transaction**). There is a service charge to stop a preauthorized payment. See the Service Charge Schedule.

L. Purchase Rewards

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

- a. **Rewards:** You will earn rewards through the offers presented based on total purchases. For any qualifying purchases during the current month, we will distribute the lump sum rewards amount to you at the end of the following calendar month. For example, any rewards earned through qualifying purchases in July would be payable at the end of August. Cash rewards will be deposited in the account which is associated with the Purchase Rewards program.
- b. **Account:** You must use the debit card associated with the Purchase Rewards account in order to receive rewards for the qualifying offers. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

- c. Offers: Purchases must be made as indicated in the offers made available under the Purchase Rewards 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.
- d. Error Resolution: While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or the system. Please contact us 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 account opened with us at the time of disbursement.
- e. Liability: 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 program.
 - 2) The rewards information that we provide to you, is provided "as is" and "as available".
 - 3) (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery of any qualifying purchase information or any other information, (iii) 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 (iv) 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, acts 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.

M. Other Conditions

You are responsible for complying with all the terms of this Agreement and Disclosure and the regulations governing the share accounts which you access using NetWorth24. The regulations governing your share accounts are set forth in the Truth in Savings disclosures and Membership and Share Account Agreement and Disclosure which you received upon opening your account. A copy of these disclosures and agreements are available by requesting them in writing, in person, over the phone, or through email.

By activating NetWorth24, you agree to all the applicable terms and conditions in this Online Account Access Agreement and Electronic Funds Transfer Disclosure.

N. Change of Terms

You will mail or otherwise deliver a written notice to me at least 30 days before the effective date of any change in a term or condition that would result in increased fees and charges, increased liability for me, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.

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