

# **RBFCU Online Banking User Agreement**

At Randolph-Brooks Federal Credit Union (RBFCU), we employ state of the art security technology to help ensure that accounts and transactions performed on RBFCU Online Banking are safe and secure. As part of that process, we retain the services of third party agencies to review our security measures and test our site's security. In addition, we are subject to NCUA regulations and we encrypt all information transmitted between our host computer and members' computers.

## **RBFCU Online Banking User Agreement**

The purpose of this RBFCU Online Banking User Agreement (the "Online Banking User Agreement") is to govern the use of RBFCU's Online Banking financial services. Services provided by Online Banking are also governed by any other agreement(s) members may have with RBFCU, including, but not limited to, our current "Membership and Account Agreement," loan agreement(s), and any amendments or changes made to this Agreement. Services provided by Online Banking are further governed by any and all applicable federal and state regulations. By using any Online Banking service, members agree to be bound by the terms and conditions contained in this Agreement or any other agreement for services you may choose to use.

In the event of a dispute between RBFCU and a member, the member agrees to be bound by the statutes of the state of Texas and applicable federal law. The member further agrees to submit to non-binding arbitration prior to any dispute being submitted to a court for litigation. Costs associated with the arbitration will be borne by each party respectively.

## **Definitions of Terms Contained in this Agreement**

Business Day - Monday through Friday, excluding federal holidays.

"We," "our," "us," shall refer to RBFCU.

"You" and "your" shall mean or refer to the person or persons whose name(s) appear on the account or the registered account owner(s) on the electronic application to be accessed under this Agreement, RBFCU Online Banking User Agreement. Current "Membership and Account Agreement"; the most recent "Membership and Account Agreement" issued by RBFCU or posted on our website.

## **RBFCU Online Banking Services**

RBFCU Online Banking allows you to access account information and initiate transactions on an account. These services may include as applicable, but are not limited to:

1. View account information for checking, savings, money market, certificate, IRA, Roth IRA, loan accounts and credit cards.
2. Transfer funds between accounts within RBFCU. This includes accounts that list you as an account owner and also as a non-account owner.
3. Transfer funds to accounts outside of RBFCU.
4. Deposits may be made by a scanner or taking a photo via Mobile Deposits.
5. Make payments on RBFCU loans associated with your account number.
6. Open checking account and money market account on an established primary savings account.
7. Apply for a consumer loan.
8. Request a Line of Credit or MasterCard advance.
9. Make a payment to third parties via RBFCU Bill Pay service.
10. Request information, report account problems, or order checks.
11. Request electronic documents (electronic statements, notices and disclosures).
12. Add, change, and delete your account profile information such as your physical addresses, email and text message addresses.
13. Report lost/stolen debit card, freeze or unfreeze debit card and request replacement card.
14. Notify us of travel plans.

By initiating a transfer or payment through Online Banking, you authorize RBFCU to withdraw the amount of the requested funds from your account in order to complete the transaction.

You agree that requests received by RBFCU via an authorized user of Online Banking, including, but not limited to, requests pertaining to account information, new account services, new loans, and changes to accounts are legally authorized by the member. As such, RBFCU shall be entitled to consider that such

requests have the same legal authority as a written request signed by you for such information, services, or actions. Members are strongly encouraged to take measures to safeguard their financial information. Members should protect all personal computing devices including PC's, laptops, smartphones, tablets, etc. You agree to maintain up-to-date antivirus/malware software on all personal computing devices you use to access Online Banking to protect your log on credentials from being compromised. If you fail to maintain up-to-date antivirus/malware software on your PC, you may be responsible for any losses associated with your compromised log on credentials. In addition, you may be responsible for any unauthorized transactions based on information obtained and used by an unauthorized individual to impersonate you, the authorized Online Banking User.

You agree to perform updates of your computer's software programs when the software vendor notifies you. Updating the software you regularly use on your PC helps to control the risks of your log on credentials being compromised and used without your knowledge or authorization.

You agree to develop passwords that are secure and periodically change these passwords. RBFCU recommends you develop strong passwords, which include a combination of letters and numbers.

Additional security measures include:

- Not sharing passwords
- Installing applications from only trusted sources

RBFCU will not call you and request your log on credentials. We will not email you and ask you to verify your user id or password. If this occurs, please contact us immediately at 1-800-580-3300 or (210)945-3774.

### **Online Banking Services**

Call us at either 1-800-580-3300 or (210) 945-3774. Our Online Banking Services personnel are available to help you Monday through Friday 8:00 a.m. to 6:00 p.m. and Saturday 8:30 a.m. to 4:00 p.m. Central Time.

If you have a general question about accounts, you can email questions to [memberservices@rbfcu.org](mailto:memberservices@rbfcu.org). If you have specific questions about your account or transactions on your account, we encourage you to send us a secure message once you are logged on to Online Banking because email may not be secure. You may also mail your questions to us at: Member Services, Randolph Brooks Federal Credit Union, PO Box 2097, Universal City, TX 78148-2097. RBFCU is not responsible for any losses to our members associated with an e-mail or letter sent by regular mail, which we did not receive.

Notify us at once at 1-800-580-3300 or (210) 945-3774 if you believe your password has been stolen or compromised. Also, if you believe your password has been stolen or compromised, change your password immediately then contact RBFCU by phone. If you cannot change your password then call us to report the issue.

### **Fees**

Transfers within RBFCU accounts, initiated via Online Banking, are FREE of charge. Unlimited transfers are allowed from Checking or Savings to other accounts. However, federal regulations Regulation D) limit transfers to 6 per month from each Money Market Account. Other transactions may incur a fee, and all fees are clearly stated when applicable. Please refer to your Membership and Account Agreement online for a listing of all applicable fees.

### **Electronic Fund Transfer Errors**

In case of errors or questions about electronic transfers between RBFCU accounts, members may contact Member Services at [memberservices@rbfcu.org](mailto:memberservices@rbfcu.org); call us at 1-800-580-3300 or (210) 945-3774; or write us at Member Services, Randolph-Brooks Federal Credit Union, PO Box 2097, Universal City, TX 78148-2097.

## General Website Disclaimer

The Online Banking service is made available to our Members as a service. We have worked hard to provide a secure environment in which to conduct business. We also strive to provide accurate and useable information. RBFCU disclaims any warranties, endorsements, or representations, expressed or implied, related to any product, service advertisement or other information contained, distributed, downloaded or linked from this site. We also accept no responsibility for any malicious code or computer viruses that may infect your computer. Products and services on this site are to be used at your own risk with no obligations or liabilities by RBFCU. It is the sole discretion of RBFCU to modify or change any information on this website or limit product availability and/or services. RBFCU is not responsible for compromised log on credentials due to malware, virus or any other method by which your log on credentials are compromised.

## RBFCU Mobile Deposit Disclosure and Agreement

In this Disclosure and Agreement, the words "I," "me," "my," "us," and "our" mean the consumer or business that uses any of the Remote Deposit Capture Services (the "Services") described in this Disclosure and Agreement. The words "you," "your," and "yours" mean Randolph-Brooks Federal Credit Union ("RBFCU"). My use of the Remote Deposit Capture Services and my acceptance of the RBFCU Membership and Account Agreement are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and the RBFCU Membership and Account Agreement, this Disclosure and Agreement will control.

**Use of the Services.** By providing the link for the Mobile Deposit service on Online Banking, you have authorized me to remotely deposit to any of my accounts (the "Account") with you by electronically transmitting a digital image of any paper checks I receive from other parties. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. I agree to comply with the hardware and software requirements with the indicated specifications:

- Firefox 63+;
- Safari 11+;
- Chrome 70+;
- High Speed Internet Connection;
- Twain compliant document scanner. (TWAIN is the interface between the computer imaging software and the scanner. More detailed information can be found in the Mobile Deposit online help screens.)

Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via the Deposit History feature. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. Your acceptance of my check(s) does not guarantee the check(s) will clear the payee's account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the imaged check deposits.

In addition, I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

**Guarantee Specific to Deposits Received for Credit to a Business Account.** My use of the Services for the purpose of depositing to a Business Account constitutes my understanding and agreement that I may be personally liable for any expenses RBFCU incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the

Business. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with RBFCU enforcing this Guarantee. This Guarantee shall benefit the RBFCU and its successors and assigns.

**Guarantee Specific to Deposits Received for Personal Account.** My use of the Services for the purpose of depositing to my personal account constitutes my understanding and agreement that I am personally liable for any expenses RBFCU incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of an unpaid item. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with RBFCU enforcing this Guarantee. This Guarantee shall benefit the RBFCU and its successors and assigns.

**Compliance with Law.** I agree to use the Services for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if deposits are being made to my business or personal accounts. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

**Check Requirements.** Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to scanning the original check, I will endorse the back of the original check. My endorsement will include my signature and the following information: the words, "For Deposit Only at RBFCU", my Account Number, Date and the words "via Mobile Deposit." The scanned image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

**Rejection of Deposit.** You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to my Account due to an item being returned.

**Items Returned Unpaid.** You will send me a written notice of transactions that are unable to process because of various return reasons. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item to my Account.

**Email Address.** I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt or rejection of remote deposit items or any changes to the Services.

**Unavailability of Services.** I understand and agree that the Services may at times be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or by mailing the original check to RBFCU at P. O. Box 2097, Universal City, Texas 78148-2097. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the next business day following rejection.

**Business Day and Availability Disclosure.** I understand that your business days are Monday through Saturday, except holidays. Your business hours for Mobile Deposit are 7:00 a.m. to 7:00 p.m., Central Time, each business day Monday through Friday. Your business hours for Mobile Deposit on Saturday are 8:30 a.m. to 4:15 p.m., Central Time.

**Funds Availability.** With regard to the availability of deposits made using the Services, such funds will be

available as set forth in the RBFCU Funds Availability Policy, which is part of the Membership and Account Agreement.

**Account holder's Warranties.** I make the following warranties and representations with respect to each image of an original check I transmit to you using the Services:

1. Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration or additions except as specified in this agreement, and the drawer of the check has no defense against payment of the check.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
3. I will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the check (either the original check, or a paper or electronic representation of the original check) such that the drawer will be asked to make payment based on a check that has already been paid.
4. Other than the digital image of an original check that I remotely deposit through the Services, there are no other duplicate images of the original check.
5. I have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
6. I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. I have not knowingly failed to communicate any material information to you.
8. I have possession of each original check deposited using the Services and no party will physically submit the original check for payment.
9. Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

**Storage of Original Checks.** I must securely store each original check until you notify me via the deposit history on Online Banking that my deposit has been accepted. Once I verify you have successfully received my deposit, I will destroy the original check by shredding or another commercially acceptable means of data destruction and shall indemnify RBFCU for any and all losses or other damages you may suffer as a result of any deposit of a check more than once. I understand and agree that I am responsible for any loss caused by my failure to securely control the original checks and expressly authorize you to debit my account in the amount of any check, which is deposited more than once, plus any charge-back fee.

**Account holder's Indemnification Obligation.** I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

**In Case of Errors.** In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, I will immediately contact you regarding such error or breach as set forth below.

Telephone you at 210-945-3774 or 800-580-3300 or by secured message through Online Banking.

**Limitation of Liability.** I understand and agree that you are not responsible for any indirect, consequential, punitive, or other damages of any type attributable to my breach of this Disclosure and Agreement or to the availability of the Services.

**Warranties.** I UNDERSTAND THAT RBFCU DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RBFCU IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR RBFCU'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

**Change in Terms.** This Disclosure and Agreement is available to me for review through Online Banking. You may change the terms and charges for the Services indicated in this Disclosure and Agreement and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after any change by you constitutes my acceptance of the change.

**Termination of the Services.** I may, by written request, terminate the Services provided for in this Disclosure and Agreement. RBFCU utilizes an automatic enrollment process based on pre-determined criteria. My ability to use this service may be terminated without notice by you if I fail to meet the requirements or I fail to comply with the requirements of the services. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

**Relationship to Other Disclosures.** The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

**Governing Law.** I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Texas, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the jurisdiction of the courts of Bexar County, State of Texas.

**Periodic Statement.** Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any alleged error relating to images transmitted using the Services by no later than 60 days after the monthly statement that includes said transaction has been emailed to me or otherwise sent to me by RBFCU. I am responsible for any errors that I fail to bring to your attention within such time period.

**Limitations on Frequency and Dollar Amount.** I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

**Unacceptable Deposits.** I understand and agree that I am not permitted to deposit the following items using the Services:

1. Any item drawn on my Account or my affiliate's Account at RBFCU.
2. Any item that is stamped with a "non-negotiable" watermark.
3. Any item that contains evidence of alteration to the information on the check.
4. Any item issued by a financial institution in a foreign country.
5. Any item that is incomplete or inconsistent.
6. Any item that is "stale dated" (more than six months from its date) or "postdated" (dated in the future).
7. Any third party check, (i.e., any item that is made payable to another party and then endorsed to me by such party).
8. Any item previously submitted for deposit.
9. Any item that is a traveler's check or savings bond.
10. Any item that is not payable in United States currency.
11. Any item payable to any person other than me or entity other than you.
12. Any item payable to two (2) or more persons not alternatively, unless deposited into an account owned by all payees.
13. Any item authorized over the telephone or otherwise lacking the original signature of the person authorizing the check (such as a remotely created check).
14. Any item that is an electronically created item (such as an item that did not exist in paper form).

**Confidentiality.** I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

**Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance,

of any covenant, provision, or condition herein shall not constitute the waiver of the terms or of the terms of any other covenant, provision, or condition herein, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

**Relationship.** This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.