

Athol Credit Union

Home Banking Agreement

Agreement Terms:

This Online Service Agreement for Home Banking sets forth the terms governing Home Banking on the Web offered by Athol Credit Union. All subscribers to the Home Banking Service (“you”) agree to these terms.

This Agreement is a supplement to other information and disclosure documents governing your accounts at Athol Credit Union. This Agreement for the Home Banking Service is not meant to replace any such agreements that govern your accounts at Athol Credit Union.

For purposes of this disclosure, our Business Days are Monday through Friday. Bank holidays are not included.

Authorized Person

The owner of the Social Security Number that is registered in Home Banking is the authorized person to use the service. If you don’t own the social security number on the account(s) you are not authorized to access, transfer or inquire about this service.

Computer Requirements

The service requires the use of 128-bit encrypted browser software (such as Netscape® Navigator or Microsoft® Internet Explorer, or other software that allows you to view the World Wide Web), a computer, a modem, and an Internet Service Provider. In this Agreement, the device and software used to view the World Wide Web are collectively referred to as your “Computer.” You are solely responsible for the selection, installation, maintenance, operation, and cost of your Computer and Internet Service Provider.

Note: the Service is not compatible with all browser software, and is best-viewed using Internet Explorer or Netscape.

Home Banking

Accounts Available in Home Banking

You can have the following types of accounts available with this service:

- Savings accounts
- Certificate of Deposit

We may allow other types of accounts to be connected to the Home Banking Service. We also reserve the right to determine which accounts can be connected to the service. We may refuse to allow certain accounts, such as accounts with special signing requirements, to become activated.

The Home Banking Service

The Home Banking Service allows you to:

- Obtain account information.

- Transfer money between accounts.

Account Transfers

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account.

- Transfer funds from one Athol Credit Union account to another Quabbin Online Credit Union Account.
- Transfer funds from your Athol Credit Union account to your Linked Account.
- Transfer funds from your Linked Account to your Athol Credit Union account.

Account Transfers Schedule

- Monday through Thursday - 6:00 a.m. – 8:00 a.m. EST - Online transfers submitted during the timeframe above will post immediately. Transactions processed out of that time frame will be posted the next business day by 8:00 a.m. EST.
- Friday - 6:00 a.m. – 11:00 a.m. EST - Online transfers submitted during the timeframe above will post immediately. Transactions processed out of that time frame will be posted on Saturday by 8:00 a.m. EST
- Saturday, Sunday and Holiday Weekends - Online transfers submitted on Saturdays will post on Sunday by 8:00 a.m. EST. Online transfers submitted on Sundays will post on Monday by 8:00 a.m. EST. On a holiday weekend, online transfers submitted on Sunday or Monday will post on Tuesday by 8:00 a.m. EST
- Recurring Transfers – Any recurring transfers set up within home banking through the schedule transfers option will be posted by 2:00 p.m. on the effective date of the transfer.

Account Access and Balances

For each account you may access a maximum of 45 days of your transaction history through Home Banking. Your transactions and balances are shown in real time. The available balance is shown in real time but may not include any holds.

Hours of Operation and Transaction Cutoff Time

Home Banking is available to you 24 hours a day, 365 days a year, except at times of “Service Unavailability” (see section D of this agreement). Transfer requests between 9:00 p.m. through 6:00 a.m. EST will post on the next business day. All transactions are completed at time of request.

Service Unavailability

Access to Home Banking may be unavailable without notice at certain times for the following reasons:

- Scheduled Maintenance: There will be periods when systems require maintenance or upgrades. These typically occur from 12a.m. – 12 p.m. (Eastern Time). You may be able to access your account information between those hours; however you will only be able to view your information. You will not be able to make any transfers.
- Unscheduled Maintenance: Home Banking may be unavailable when unforeseen maintenance is necessary.

- System Outages: Major unforeseen events, such as earthquakes, fires, floods, computer failures, interruption in telephone service or electrical outages may interrupt service availability.

Our Liability for Failing to Make or Complete a Transaction

- **Home Banking**

If Athol Credit Union does not properly complete a transaction on time or for the incorrect amount, we will pay any late fees or finance charges. There are some exceptions that we will not be liable for, such as:

- You fail to provide us with timely, complete and accurate information for any transfer failures.
- Through no fault of ours, you do not have enough available funds or credit availability in your account to make the transfer.
- The transfer would exceed the credit limit under any credit arrangement established to cover negative balances.
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by us.
- The system or terminal was not working properly and you knew or should have known about the problem when you started the transaction.
- The funds in your account are subject to legal process, or otherwise are not available for withdrawal.
- The electronic funds transfer system of Athol Credit Union is not working properly.
- You did not properly follow service instructions on how to make the transfer (this includes incorrect date, amount).
- Your computer, Internet connection, and/or software malfunctioned for any reason; the unsuitability of your computer or software or any virus, or the transaction could not be completed due to Service Unavailability.

Athol Credit Union will not be liable for indirect, special or consequential damages arising out of the use of Online Home Banking. There may be other exceptions stated in our agreements with you.

Error resolution notice

- Tell us AT ONCE if you believe your Home Banking log-in information has been lost or misplaced. Telephoning is the best way of limiting your possible losses.
- In case of errors or questions about your electronic transfers please let us know as soon as you can. If you think that your statement is wrong or if you need more information about a transfer listed on the statement, telephone us at 866-305-9888 (for non-local calls)

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number

- 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.
- Tell us the dollar amount of the suspected error.

If you tell us your complaint verbally, 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 calendar days after we hear from you and will correct any error promptly. If we need more time, however we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 calendar days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

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.

We may Debit a provisional credit. Upon debiting a provisionally credited amount, we shall:

- (i) Notify you of the date and amount of the debiting;
- (ii) Notify you that we will honor checks, drafts, or similar instruments payable to third parties and preauthorized transfers from your account (without charge you as a result of an overdraft) for five business days after the notification. We shall honor items as specified in the notice, but need honor only items that it would have paid if the provisionally credited funds had not been debited.

You may inspect or ask for copies of the documents that we used in our investigation. If there is no error, we may impose on you a reasonable charge for making such reproductions.

Athol Credit Union

P.O. Box 389

Athol, MA 01331

Business Days: Monday through Friday

Business Hours: Monday, Tuesday, Wednesday, and Friday: 8:45 A.M. – 4:30 P.M. Thursday: 8:45 A.M. – 6:00 P.M.

Excluding Federal Holidays

Phone: 866-305-9888 toll-free

More detailed information is available on request

Email Limitations

We may not immediately receive email that you send. Therefore, you should not rely on email if you need to communicate with us immediately, for example, if you need to report a lost or stolen card or PIN, or report an unauthorized transaction from one of your accounts. We cannot take action based on your email requests until we actually receive your message and have a reasonable opportunity to act.

Email may not be used to request account information or to conduct transactions with us (e.g., wire transfer requests, loan payments, or funds transfers, account numbers). Though all our email correspondence via our website is encrypted we recommend that you do not include sensitive information on your email messages. If in doubt, contact our Member Service Department at 888-978-2224.

Non-usage and Cancellation of the Home Banking Service

You must indicate that you wish to cancel the service either with our Member Service Department at 866-305-9888 or by written notice to

Athol Credit Union
Attn: Internet Department
P.O. Box 389
Athol, Ma 01331

Termination of Service

We may suspend or terminate your Home Banking Service at any time with or without cause and without affecting your outstanding obligations under this agreement. We may immediately take this action if:

- You breach this or any other agreement with us
- We have reason to believe that there has been or may be an unauthorized use of your Home Banking log-in information
- There are conflicting claims to the funds in your account
- You request that we do so

Amendment of this agreement

Athol Credit Union may change or cancel the Home Banking Service at any time without cause, subject to applicable laws and regulations. We may amend this agreement by sending you advance notice of the amendment. All notices we send to you will be deemed delivered when mailed to the last address we have for you.

Notices

We may send notices to you at the address shown in our system. Also email correspondence is an acceptable way for Athol Credit Union to communicate notices.

Severability

If any provision of this Agreement is determined to be void or invalid, the rest of the Agreement will remain in full force and effect.

Other Terms

This Agreement supplements any other agreements of the accounts that you have active in the Home Banking Service. Please see those agreements for other details regarding your accounts, fees and transactions.