



## Online Access Agreement & Disclosure Statement

This agreement states the terms and conditions that apply when you open qualifying account(s) on the Internet, Internet-enable qualifying account(s), access account information over the Internet, or transfer funds between qualifying Internet-enabled accounts. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement.

### **Explanation of Certain Terms**

“We”, “us” and “our” means **Generations Community Federal Credit Union**

“You” and “your” mean an individual person or business entity that we permit to use the Internet banking services subject to the terms of this agreement.

“Company representative” means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our online banking service.

“Internet-enable” your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

“Online banking” means the services provided under this agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.

“Online” means through the Internet by use of a personal computer or other screen-based electronic device.

“Account” means a deposit; loan or other account for which transactions may be performed using our Online Banking service.

“Consumer account” means an account established primarily for personal, family, or household use.

“Business account” means an account that is not a consumer account.

“Access codes” include the member identification number, log-in, password and any other means of access to our Online Banking service we establish or provide for you.

### **Access Codes**

To use our Online Banking service, you must use the access codes we establish or provide for you. Keep them confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your access codes will have full access to your accounts even if you attempt to limit that person’s authority. Additionally, that person will have full access to any other of your accounts which are accessed by those access codes, even if those accounts are in your name with another person. None of our employees or

employees of our affiliates will contact you via phone or e-mail requesting your access codes. If you are contacted by anyone requesting this information, please contact us immediately at our phone number shown in the section below entitled Notify us IMMEDIATELY for Unauthorized Transactions.

**Protecting Your Personal Information**

In addition to protecting your access codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service.

**Individual Agreement for Online Banking Service**

We do not have joint agreements for our Online Banking service. If you are an individual or sole proprietor, you are the only member under this agreement. However, any of the accounts to which you have access through our Online Banking service may be jointly owned with, or joint obligations with, others.

**Qualifying Accounts**

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner/obligor on the account in our records for it to qualify. Any account requiring more than one signature for withdrawal, draw or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

**How to Use Our Online Banking Service**

Please refer to the online help and instructions on how to use our Online Banking service. These instructions are part of this agreement.

**Types of Online Banking Services**

You, or someone you have authorized by giving them your access code (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Transfer funds between qualifying accounts;
- Obtain information that we make available about qualifying accounts; and
- Obtain other services or perform other transactions that we allow.

**Preauthorized Recurring Fund Transfers**

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

### **Communications Link and Your Equipment**

It is your responsibility to obtain and maintain your online communications link to our Online Banking service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our Online Banking service.

- Internet browser software that supports security encryption. We recommend Mozilla Firefox (version 56 and later), Microsoft Internet Explorer (version 11.X or newer with Java plug-in), Google Chrome (version 62 or newer) or Microsoft Edge. The credit union's Online Banking system will not allow connections from browsers that do not support high level security encryption.
- Standard PC or Mac with at least a 1-GHz processor and 1 GB of RAM. Microsoft Windows 7/8/10 or Mac OS X.
- In order to use **generations federal credit union's** Online Banking, you just need to register and create a username and password. Online Banking will guide you through the registration process.

### **Limits on Online Funds Transfers**

You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the right to limit or suspend access to our Online Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

If any qualifying accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any specified period. The specified period for money market deposit accounts is the monthly statement period. The specified period for savings deposit accounts is a calendar month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, order or instruction. A total of only 3 of these kinds of withdrawals may be made by check, draft, debit card, or similar order payable to third parties.

### **When Online Funds Transfers are Made**

External transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers.

Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online Banking cut-off time on any business day, will be considered made on the following business day. Information you obtain about your accounts using our Online Banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

**Our Liability for Failure to Complete Transfers from Consumer Accounts**

If we do not complete a transfer from a consumer account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.

If any transfer would go over the credit limit of any account.

If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.

If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.

If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.

If you do not instruct us soon enough for your transfer to be received and credited.

If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.

If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

**Business Days**

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.

**Stopping or Changing Transfers**

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

You may also call or write us at:

**Retail Service Center**



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210-229-1128

### **Mailing Address:**

Generations Federal Credit Union  
P.O. Box 791870  
San Antonio, TX 78729-1870

If you call or write, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

### **Statements**

Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

### **Online Banking Fees**

There is no fee for our Online Banking service.

### **Disclosure of Information to Others**

See our separate "Member Information Privacy Notice" for more information about how we use member information and your choices.

### **Your Liability for Authorized Transactions**

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person.

### **Notify us IMMEDIATELY for Unauthorized Transactions**

Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit).

You may call or write:

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If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

### **Your Liability for Unauthorized Transactions from Consumer Accounts**

This section applies only to transactions from consumer accounts. If you tell us within 2 business days after you learn of the loss or theft of your access codes involving a consumer account, you can lose no more than \$50.00 if someone used them without your authority. If you do NOT tell us within 2 business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00. Also, if your statement for a consumer account shows transfers covered by this agreement that you did not make or authorize, 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 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 time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

### **Transfers Involving Insufficient Funds**

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize. If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

### **Remote Deposit Services**

A. The remote deposit capture services ("Smart Deposit" or "Services") are designed to allow you to make deposits to your checking, money market checking or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Credit Union or the Credit Union's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each

check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. The Credit Union offers the benefits and convenience of the Services to you free. The Credit Union reserves the right to charge fees for the Services in the future.

B. Eligible Items. You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that the image of the check transmitted to the Credit Union (each such check a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Texas (such scanned Check image transmitted to the Credit Union for credit to your account, a "Remote Item"). You agree that you will not use the Services to scan and deposit checks or items that: (a) are payable to any person or entity other than you; (b) are drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder; (c) contain obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (d) were previously converted to a substitute check as defined in Reg. CC without the Credit Union's prior written consent; (e) were previously converted to an image replacement document as defined in Reg. CC without the Credit Union's prior written consent; (f) are drawn on a financial institution located outside the United States; (g) are remotely created checks, as defined in Reg. CC; (h) are not payable in United States currency; (i) are dated more than six (6) months prior to the date of deposit; (j) are prohibited by the Credit Union's current procedures relating to the Services (the "Policy and Procedures"); (k) are in violation of any federal or state law, rule, or regulation; or (l) are otherwise not acceptable under the terms of your Credit Union account.

C. Image Quality. The image of an item transmitted to the Credit Union using the Services must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of 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).

D. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT ONLY, GFCU Account # \_\_\_\_\_" or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Services as the Credit Union may establish from time to time. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Credit Union account, the check must be endorsed by all such payees and you may only use Smart Deposit to deposit such check into a Credit Union account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you

and any non-joint owner, you may not deposit the check into your Credit Union account using the Services.

E. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Credit Union that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Following receipt of such confirmation, the Credit Union will process the image by preparing a "substitute check" or clearing the item as an image.

F. Availability of Funds. You agree that items transmitted through the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after the Credit Union receives final payment for the funds submitted. The Credit Union may, but is not required to, make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and other such factors as the Credit Union, in its sole discretion, deems relevant.

G. Disposal of Transmitted Items. After you receive confirmation that we have received an image, you must securely store the original Check for 14 days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 14-day retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check. You agree that you will never re-present the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid. For purposes of this Agreement, a "Business Day" means any weekday, excluding any federal banking holiday observed by the Federal Reserve.

H. Returned Deposits. Any credit to your account for Checks deposited using Smart Deposit is provisional. If original Checks deposited through Smart Deposit are dishonored, rejected or otherwise returned unpaid by the drawee Credit Union, or are rejected or returned by a clearing agent or collecting Credit Union, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original Check will not be returned to you, but that we may charge back the amount of the original Check and provide you with an image of the original Check, a paper reproduction of the original Check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

I. Smart Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 210-230-9381 and with written notice at GENERATIONS FEDERAL Credit Union Attn: Finance Dept. P.O. Box 791870, San Antonio, TX 78279-1870 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in our



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reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

J. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. Unless otherwise specified by the Credit Union, changes to such limits shall be effective immediately upon notice to you via email, the Credit Union's website, or via the Mobile Banking application.

K. Contingency Plan. In the event you are unable to capture, balance, process, produce or transmit a file to the Credit Union, or otherwise comply with the terms or the Policy and Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Credit Union location. The deposit of original checks at an office of the Credit Union shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

L. Errors. You agree to notify the Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than thirty (30) days after the applicable Credit Union account statement is sent. Unless you notify the Credit Union within thirty (30) days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the Credit Union for such alleged error.

### **In Case of Errors or Questions about Transactions Involving Consumer Accounts**

This section applies only to transactions covered by this agreement and that involve consumer accounts. You may call or write:

#### **Retail Service Center**

210-229-1128

#### **Mailing Address:**

Generations Federal Credit Union

P.O. Box 791870

San Antonio, TX 78729-1870

As soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

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 (if any).
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information.
- 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 so that we receive it 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 we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we are not required to provisionally credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error. When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **Changing Terms and Terminating This Agreement**

This agreement will stay in effect until it is changed or terminated.

We have the right to terminate this agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Banking service for members that have not used the service for 90 days or more. We also have the right to make changes in this agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. You may terminate this agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

#### **Waivers**

No delay or omission by us in exercising any rights or remedies under this agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

#### **Notices and Communications**

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we

make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them. You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

**Recording**

You agree that we may tape record any telephone conversations you have with us regarding the services covered by this agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

**Attorney Fees**

If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

**Law That Applies**

Regardless of where you live or work or where you access our Online Banking service, this agreement is subject to the federal law of the United States of America the internal law of the State of Texas. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

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**THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:**

**Company Representative If You Are a Business Entity**

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of access codes to a company representative. It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each company representative and anyone else using your access codes has general authority from your company to give us instructions to perform transactions using our Online Banking service. Each person using your access codes will have the ability to:

- Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use those access codes to make transfers or obtain information or other services.

**Your Liability for Transactions from Business Accounts**

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone your access codes and want to



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terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted access codes yourself. You may call a branch representative for assistance with terminating an authorized user or company representative. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes. This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service. Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.) You agree to promptly examine all account statements and any confirmations of transfers which we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

You may call or write:

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as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

### **Limitations on Our Liability in Connection with Business Accounts**

We will make every reasonable effort to provide full performance of our Online Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Other Services**

We may provide you other services through our on-line banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

#### **Security Procedures**

By entering into this agreement and using our Online Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

#### **Indemnification**

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform



## Online Access Agreement & Disclosure Statement

transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

### **END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS**

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#### **Signatures**

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

- Using our Online Banking service to perform any transactions.
- Physically signing this agreement.
- Causing your company representative to physically sign this agreement, if you are a business entity.
- Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of our Online Banking service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative. Your physical signature, electronic consent, or use of our Online Banking service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us by calling or writing:

#### **Retail Service Center**

210-229-1128

#### **Mailing Address:**

Generations Federal Credit Union  
P.O. Box 791870  
San Antonio, TX 78729-1870