

# Online Branch Disclosures

## ONLINE BANKING AGREEMENT & DISCLOSURES DEL-ONE FEDERAL CREDIT UNION

**1. Agreement.** This Agreement is the contract which covers your rights and responsibilities and our rights and responsibilities concerning Del-One Online Banking (also known as "Internet Account Access") and Bill Payment ("Bill Payer") Services offered to you By Del-One. In this Agreement, the words "you" and "yours" mean those who submit an Internet Account Access authorization form and any authorized users. The word "account" means any one or more accounts you have with the Credit Union.

By submitting the online acceptance below for the Internet Account Access service, you agree to the following terms governing your rights and responsibilities and our rights and responsibilities concerning the Internet Account Access electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated transactions through Internet Account Access and Bill Payer transactions involving your deposit accounts.

**2. Account Access and Features.** Upon approval, you may use your personal computer to access your accounts. You must use your member number along with your Personal Identification Number (PIN) to access your accounts. The Internet Account Access services are accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's Internet Account Access services may not be available due to system maintenance. You will need a personal computer and a web browser (such as Microsoft Internet Explorer or Firefox). The online address for the Internet Account Access service is [www.del-one.org](http://www.del-one.org). You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer. At the present time, you may use the Internet Account Access service to:

Transfer funds between your Savings, Checking and Money Market accounts.

Transfer funds from your Checking and Savings accounts to a loan account.

Review account balance, and transaction history for Checking, Savings, Money Market, Certificate, and IRA accounts.

Review information on your loan account including due dates, finance charges, balance information, past history, and payoff amounts.

Make bill payments from your checking account using the Bill Payer service.

Communicate with the Credit Union using the electronic mail (e-mail) feature.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

**3. Product Limitations.** The following limitations on Internet Account Access transactions may apply:

a. **Transfers/Withdrawals.** You may make funds transfers to your other accounts as often as you like. However, according to Regulation D requirements, transfers from a Savings or Money Market account will be limited to a total of six (6) in any one month. You may transfer up to the available balance in your account. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

b. **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer may be limited due to our Funds Availability Policy.

c. **E-Mail.** You may use the e-mail to send messages to us. E-mail may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive e-mail communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at (302) 739-4496.

d. **Internet Bill Payer Service.** Bill Payer Service must designate your Checking Account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. We reserve the right to disallow the designation of a particular merchant or institution. You cannot use Bill Pay to pay any company or person with an address outside the United States or its territories. You can use Bill Pay to make state and federal tax payments and court-ordered payments; however, such payments are discouraged and must be scheduled at your own risk.

You or any persons who you have authorized to use your Bill Payer service, Internet Account Access service, or Personal Identification Number (PIN) can perform the following transactions:

(1) Pay any designated merchant, institution or individual in accordance with this Agreement a fixed recurring amount or a variable amount "on demand," from your designated Checking Account.

(2) Obtain information (payee information, payment status information, etc.) about your Bill Payer account status.

(3) Bill Payer Transactions. You authorize us to process bill payments from your designated account. You may use the Bill Payer service to initiate these types of payment transactions:

"On demand" payments are payments that are not recurring. When you enter an amount, Bill Pay automatically displays the earliest date the biller will receive the payment without incurring expedited payment fees. You can accept this date or change it. The date must be a business day (no weekends or holidays).

"Future" payments are payments that you initiate by setting the payment amount and due date. You can schedule a payment up to a year (365 days) from today's date.

"Automatic" payments are payments that are recurring for a set amount at regular intervals. When you set up an automatic payment, the payments are automatically scheduled for the duration you choose or until you delete the automatic payment.

(4) Authorized Payments. When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account. We will process bill payment transfer requests only to those payees you designate. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

(5) Processing Payments. For most bills, your payment can be delivered the next business day. If the payment is sent by check, it can take four or fewer days for your biller to receive it. When you enter an amount, Bill Pay automatically displays the earliest date the biller will receive the payment without incurring expedited payment fees. You can accept this date or change it.

If you schedule a payment for overnight delivery before 2:00 pm ET, your biller can receive it the next day. If you schedule a payment after 2:00 pm, the biller can receive it in two days. When you schedule an Overnight Check payment, an email message will be sent with the tracking number from the overnight delivery service. You can also find the tracking number in the Bill Detail. Use the tracking number to determine when the check is delivered to the biller.

If you schedule a Same-Day Bill Pay payment, the biller will credit your payment on the pay date. However, the payment may not be reflected in your biller account information for a day or two. If you want to verify the payment, you should wait a day or two before contacting the biller.

(6) Canceling or Changing Bill Payments. You can cancel any payment that has not started processing. After you cancel a payment, its status changes to Canceled and it is not processed. If you cancel a payment that is part of an automatic payment schedule, only the selected payment is canceled. You do not cancel any future payments in the payment schedule. To cancel all payments in an automatic payment schedule, go to Manage My Bills and delete the automatic payment.

You can change most payments that have not started processing. You cannot change an Overnight Check payment. If the payment has not started processing yet, you can cancel it and schedule another payment. You cannot change a Same Day Bill Pay payment. If the payment has not started processing yet, you can cancel it and schedule another payment. If you change a payment that is part of an automatic payment schedule, only the selected payment is changed. You do not change any future payments in the payment schedule. To change all payments in an automatic payment schedule, go to Manage My Bills and change the automatic payment.

#### 4. Security of Personal Identification Number (PIN).

a. **Internet Access.** After you have successfully completed and submitted the Internet Account Access Registration Form, you will be contacted by a representative from the Credit Union to initiate your use of the services. To log on to our Internet Account Access Service for the initial sign on, you must use your Personal Identification Number (PIN). After you have successfully accessed the Internet Account Access service, you will have the option of selecting a specific PIN to access the Internet Account Access service for future access to the system. At any time thereafter you may change your PIN by selecting the appropriate function from the User Options menu within the account access service.

b. **Security.** The personal identification number (PIN) that you select is for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your PIN, you understand that person may use the Internet Account Access service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature authorizing transactions.

c. **Authorization.** If you authorize anyone to use your PIN in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of this PIN and the Credit Union suffers a loss, we reserve the right to terminate your electronic funds transfer and account services immediately.

**5. Member Liability for Unauthorized Transactions.** You are responsible for all transfers you authorize using the Internet Account Access services under this Agreement. If you permit other persons to use your PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your PIN and accessed your accounts without your authority. For Internet Account Access transactions, if proper notification is provided within two (2) business days, you may be liable for up to \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or access code, and the credit union can establish that it could have prevented additional losses had the member provided timely notification, you may be liable for up to \$500.

- a. Two 24-hour periods are used to define the two days without regard to the credit union's business hours or the time of day. The two-business day period does not include the day the member discovers the loss.
- b. If your statement shows unauthorized Internet Account Access transfers and you do not notify us within sixty (60) days after the statement was mailed to you, you may be liable for unlimited liability of the unauthorized EFT transactions.

If you believe your PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission contact the main branch telephone number listed below:

**6. Business Hours/Contacts.** Our business days are Monday through Friday. Excluding holidays.

Telephone: (302) 739-4496

E-mail: [opssupport@del-one.org](mailto:opssupport@del-one.org)

Mail: Del-One Federal Credit Union  
270 Beiser Blvd.  
Dover, De 19904

Attn: Operations Support

**7. Bill Pay Fees and Charges.** Online Account Access with Bill Pay service is free. Overnight Check payment is \$14.95. Same Day Bill Pay payment is \$9.95. Person to Person payment (Pop Money) is free. Account to Account payment (A2A) is free. A fee of \$25.00 will be charged to your account for any Non-Sufficient Funds Bill Pay item(s). A fee of \$25.00 will be charged to your account for Bill Pay Stop Payment(s). A fee for Copy of Cleared Bill Pay Check(s) is \$3.00. We will send notification of any changes as required by law.

**8. Right to Receive Documentation.** Transfers transacted through Internet Account Access will be recorded on your periodic statement. You will receive a statement monthly by mail.

**9. Confidentiality Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy available online at [www.del-one.org](http://www.del-one.org). (See link titled Privacy Policy).

**10. Credit Union Liability for Failure to make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any property damage or loss, whether caused by the equipment, software, Credit Union, or by Online browser providers such as Microsoft Internet Explorer or Firefox, or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Internet Account Access services or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Internet Account Access services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer or your account is inactive.
- b. If you used the wrong PIN or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions.
- c. If your computer fails or malfunctions or the phone lines or the Internet Account Access system was not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond your control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- e. If the funds in your account are subject to an administrative hold, legal process or other claim.
- f. If your account is frozen because of a delinquent loan.
- g. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.

- h. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you. The Credit Union can only confirm the amount, the participating merchant, and the date of the bill payment transfer made by the Credit Union. For any other error or question you have involving billing statement of the participating merchant, you must contact the merchant directly. The Credit Union is not responsible for investigating such errors.
- i. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.
- j. If there are other exceptions as established by the Credit Union.

**11. Termination of Services.** You agree that we may terminate this Agreement and your Internet Account Access services, if you, or any authorized user of your Internet Account Access services or PIN, breach this or any other agreement with or if we have reason to believe that there has been an unauthorized use of your Accounts or PIN or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**12. Change in Terms.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, sent to the email/home mailing address you have designated as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**13. Error Resolution Procedure.** In case of errors or questions about your Internet Account Access transactions, contact us by: telephone at the phone numbers; send us an e-mail; or write us at the address set forth in Section 6, as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

Tell us your name and account number.

Describe the transaction 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.

After receiving written notice we will promptly investigate and report the results within ten (10) business days, twenty (20) business days for new accounts less than thirty (30) days old. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If the transaction was initiated outside of the United States or involved point of sale debit card or new accounts, the investigation may extend to ninety (90) calendar days.

If after investigation the Credit Union determines an error has occurred, we will correct the error within (1) business day, credit any interest, and refund any applicable charges. In addition an oral or written communication will be reported within three (3) business days of the investigation completion. If we ask you to put your complaint or question in writing and we do not receive it within fourteen (14) business days, we reserve the right to not credit your account.

If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied up on to conclude that the error did not occur.

#### 14. General Terms:

- a. **Other Agreements.** In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with Del-One, as described in your Del-One Membership and Account Agreement, prior receipt of which you acknowledge.
- b. **Severability.** In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

**15. Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Delaware as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Delaware law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision shall be

modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.