

# ONLINE BANKING LEGAL POLICY

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## ONLINE BANKING AGREEMENT

The following information represents the Online Banking Agreement (Agreement between you and GDPS Credit Union) and states the terms and conditions applicable to using the Online Banking Services. When you access or permit any other person to access the Online Banking Services offered by GDPS Credit Union you agree to the terms and conditions of this Agreement. This Agreement is in addition to any other agreements which may apply to the account(s) you may have with GDPS Credit Union Please read this entire document before using the Online Banking Services.

As used in this Agreement, the words "we", "our" and "us" mean the financial institution and any agent GDPS Credit Union may at its sole discretion, involve in the provision of Online Services, and the words "you" and "your" mean the account holder(s) and anyone with the authority to deposit, withdraw, access Online Services, or exercise control over the funds in the account.

### (1) Security

Security of our members' account information is a priority that GDPS Credit Union is committed to. GDPS Credit Union has used state of the art technology in the development of this site to facilitate this security. In order to access the Online Banking Services offered by GDPS Credit Union, a member must currently have an account with GDPS Credit Union. Members are then required to enter a User Name, and a Password in order to access their information, in addition to using a secure Internet browser. If you do not currently have an account with GDPS Credit Union and would like to open an account or learn more about other products and services, please visit our home page.

Please observe the following guidelines to protect against fraud:

- Do not give out your account information, User Name, or Password.
- Never leave your account information out in an open area (including your PC screen) where it could be accessible to others.
- Never send privileged account information (account number, Password, etc.) via any public or general E-mail system.
- Never leave your PC unattended while you are within the Online Services.
- Under no circumstances will a GDPS Credit Union employee ever request your Password via the Internet or any other type of contact. Do not respond to such a request even if the individual claims to represent GDPS Credit Union.

In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, public keys or other means of identification. We reserve the right to block access to the Online Services to maintain or restore security to our Site and systems if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s).

(2) Virus Protection – GDPS Credit Union is not responsible for any electronic virus or viruses that your computer may encounter at our site. We suggest that you routinely scan your storage media using a reliable virus product to detect and remove any viruses found.

(3) E-Mail - You may contact us using a general or public E-mail with questions pertaining to maintenance and/or problem-resolution issues. Please do not send or request sensitive information such as account numbers, password, financial information, etc. via any general or public E-mail system. E-Mail is not a secure method of communication over the Internet and we recommend you do not send confidential information by e-mail.

(4) Reporting Unauthorized Transactions - If you believe that an unauthorized transaction has been or may be conducted from your deposit account without your permission, please contact us immediately.

(5) Business Days and Hours of Operation - Our business days are Monday through Friday except for Federal Bank Holidays and State Holidays. You can access your account(s) using the Online Services 24 hours a day seven days a week, except during any special maintenance periods.

(6) Your Responsibility - You are responsible for all transfers you authorize using the Online Services. If you permit other persons to use the Online Services or your Access Codes, you are responsible for any transactions they authorize from your linked deposit accounts. You should notify us immediately, if you believe any of your accounts have been accessed or your Access Codes have been taken or used without your permission. Telephoning us right away can help you reduce possible losses. To the extent a transaction is an electronic fund transfer you can lose no more than \$50 if you notify us within two business days of discovering any unauthorized use of the Online Services or your Access Codes. However, you can lose as much as \$500 if you do not notify us within two business days of discovering the unauthorized use and we can prove that we could have prevented the unauthorized use had we been notified.

Further, if you do not report unauthorized transactions that appear on any of your periodic statements within 60 days and after such statements are mailed or electronically transmitted to you, you risk unlimited losses on transactions made after the 60-day period if we can prove we could have prevented the unauthorized use had we been notified within this 60 day period.

If a good reason (e.g., a long trip or a hospital stay) kept you from letting us know, we will consider extending the time periods.

(7) Our Responsibility - We, or a third party acting as our agent, are responsible for completing fund transfers on time according to your properly entered and transmitted instructions. However, neither we nor the Service Provider will be liable:

- If you do not have adequate money in a deposit account to complete a transaction from the account, or if that account has been closed.
- If you have not properly followed Software or service instructions on how to make a transfer:
- If you have not given complete, correct and current instructions so that a transfer can be made;
- If withdrawals from an Eligible account have been prohibited by a court-ordered garnishment or other legal process;
- If we or our agent reasonably believe that a transaction may be unauthorized and based thereon the transaction is not completed;
- If your Equipment and/or the Software were not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment;
- If circumstances beyond our or our agent's control prevent making a transfer or payment despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, computer failure, telecommunication outages postal strikes and other unrest, delays caused by fire, floods, and other natural disasters:

There may be other exceptions to our liability as stated in your Depository Agreement.

(8) Electronic Fund Transfer Error Resolution - In case of errors or questions about payment service transactions or other electronic transfers initiated from your deposit account(s) under the Online Services, contact us immediately.

If you think your statement is wrong or if you need more information about a transaction on the statement, we must hear from you no later than 60 days after we send or deliver the FIRST statement on which the problem or error appeared.

To report an error you must provide us with the following information:

- Tell us your name and account number(s).
- Describe the suspected error or the nature of the problem, or describe what information you need.
- 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 within 10 business days. We will tell you the results of our investigation 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, in which case, we will 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 do not receive it within 10 business days, we may not credit your account during the investigation.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

(9) Liability for Loss or Erroneous Data - You or the Bank will bear the liability or the risk of any error or loss of data, information, transactions or other losses which may be due to the failure of their respective computer system or third party communications providers on which you or GDPS Credit Union may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system.

(10) Changes/Interruptions in Services - We may on a regular basis perform maintenance on our equipment or system which may result in interrupted service or errors in the Online Services. We also may need to change the scope of our Online Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

(11) Performance of Software and Electronic Service - In no event will we or our officers, directors, employees or agents be liable to you for any consequential, incidental, or indirect damages arising out of the use, misuse or inability to use the Online Services, or for any loss of any data even if we have been informed of the possibility of such damages. WE MAKE NO WARRANTY TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

(12) Privacy - You agree we may release, or assist in the release of credit and other account information to a third party as may be necessary to process a transaction or resolve disputes.

(13) Ownership of Materials - The content and information on our site are the property of GDPS Credit Union. It should not be duplicated, or copied by any means.

(14) Severability - If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction.

(15) Area of Service - The Online Services described in this Agreement and any depository services available at our site are solely offered to citizens and residents of the United States of America.

(16) Venue - Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the County in which the Bank is located.

(17) Arbitration of Disputes - If either you or we have any unresolvable dispute or claims concerning the Online Services, it will be decided by binding arbitration under the expedited procedures of the Commercial Financial Disputes Arbitration Rules of the American Arbitration Association ("AAA") and Title 9 of the US Code. Arbitration hearings will be held in Texas or where mutually agreed to. A single arbitrator will be appointed by the AAA and will be a retired attorney with experience or knowledge in banking transactions. The arbitrator will award the filing and arbitrator fees to the prevailing party. A judgement on the award of the arbitrator may be entered by a court.

(18) No Signature Required - When any payment or other on-line service generates items to be charged to your account, you agree that we may debit your designated Eligible account or the account on which the item is drawn without requiring your signature on the item, and prior notice to you.

(19) Amendment of this Agreement - We may amend this agreement (including changes in its fees and charges hereunder) by giving notice to you at least 30 days before the effective date of the amendment, unless such change or amendment is

otherwise required by law or applicable regulation. Your continued use of the Online Services is your agreement to the amendment(s).

(20) Assignment - We may assign its rights and delegate its duties under this Agreement to a company affiliated with us or to any other party.

(21) Termination - Either you or we may terminate this agreement and any service provided hereunder at any time upon giving at least ten (10) days prior written notice of termination to the other party. If you authorize us to continue making fund transfers you have previously authorized until we have a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers from your account, including any fund transfers you have previously authorized. We reserve the right to terminate or to discontinue support of any software or equipment without written notice.

(22) Governing Law - These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to Texas' conflict of law provisions. Your existing account relationship shall continue to be governed by and construed in accordance with the laws of the state where GDPS Credit Union, at which you initially established your account, is located or has been transferred by the Credit Union.

(23) Entire Agreement - This Agreement is the entire agreement between you and us and it supersedes any marketing or other similar material pertaining to the Online Services delivered in writing, verbally or obtained at our site or the site of an Internet Search Provider, such as AOL.