



## Business Online Banking Agreement & Electronic Consent

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By agreeing to this Online Banking Agreement & Electronic Consent disclosure, you affirmatively acknowledge receipt of this Agreement and authorize LGE Community Credit Union ("Credit Union"), ("us"), ("we"), to conduct business and provide certain disclosures to you ("your"), ("User") electronically. The words "we," "us," and "our" mean LGE Community Credit Union. The word "account" means any accounts you have with the Credit Union.

This Agreement informs you of your rights when receiving legally required disclosures, notices, and information ("Disclosures") from the Credit Union. If you authorize or have already authorized another person to access your account through LGE Online Banking ("Services"), you agree and authorize the same to receive your electronic communication. Download or print this document now and retain a copy of this agreement for your records. By using the Services, you agree to all of the terms and conditions in this Agreement. This agreement is subject to the terms and conditions of your Credit Union Membership and Account Agreement, as amended from time to time and are incorporated by reference and made a part of this Agreement.

**Scope of Consent:** You elect and consent, to the electronic delivery regarding your account information as well as disclosures and notices that we are required to provide you under applicable Federal and State statutes and their implementing regulations, as amended from time to time. The information may include, but is not limited to:

- E-mail
- Electronic Notices
- eStatements
- Disclosures
- Notices of change in terms for your deposit account
- Terms and Conditions of your deposit account
- Electronic Funds Transfer Disclosure
- Funds Availability Policy
- Truth in Savings
- Privacy Disclosure and Opt Out Notice
- Billing Rights
- Notice of change in Schedule of Fees
- Annual Privacy Policy Notice

**Usage:** If we grant you access for the Services, you will need a computer to access your accounts. You are responsible for the installation, maintenance, and operation of any software or hardware. LGE Community Credit Union will not be responsible for any errors or failures caused by or related to telephone service, Internet service, hardware, or software. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. We make no warranty, express or implied, in law or in fact, including but not limited to any implied warranty of fitness for a particular purpose or of merchantability, with respect to the services, or any computer programs, apps, equipment or software made available to you.

All specifications, records, software, forms, systems, security procedures, and programs utilized or developed by us in connection with this Agreement constitute confidential, proprietary property and must be returned to us upon request. All Primary and Joint Account owners are authorized to use Services, unless noted or restricted by local or federal regulations.

**Password Protection:** Access Online Banking using your User ID and Password. Upon first login you must change your password. Changing your password in Online Banking has no effect on your PIN used for Memberline, ATMs, or point-of-sale devices. We identify you by your unique User ID and Password. Transactions initiated by using your User ID and Password will be considered as having been authorized by you and your use of your account number and password constitutes your legal

permission and signature to perform the transaction(s) you request, as allowed by the Electronic Signatures in Global and National Commerce Act.

You agree not to give or make available your password for any Credit Union electronic service to unauthorized individuals. If you believe that your password has been lost or stolen, or that someone may attempt to access your account without your permission through Online Banking, Mobile Banking, or any other electronic device, you agree and are responsible to contact us immediately. You also agree to change your login information, to deny a third party's access to your banking information.

If you authorize another person to use your login information for electronic access to your account(s), that person can use a credit union service to perform any function that you may perform. Use of your login information by you or by any other person with your authorization will be considered the same as your written signature authorizing us to complete any transaction or request communicated through the service.

**Liability for Unauthorized Access:** You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use the Online Banking service, 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 login information or accessed your accounts through Online Banking service without your authorization.

If you believe that someone has used your login information or has transferred or may transfer money from your account without your permission, call the Credit Union at: 770-424-0060 or 800-541-8921 or write the Credit Union at: LGE Community Credit Union, P.O. Box 1188, Marietta, GA 30061

**Availability:** Services are accessible seven days a week, twenty-four hours a day. If we schedule downtime for maintenance, we will notify as warranted. We will attempt to post notices in case of unscheduled downtime but circumstances may prevent such notice.

**Alerts:** By accepting this agreement, you recognize that Online Banking Alerts relative to your accounts are provided as an informational courtesy only. Online Banking Alerts are not provided as a real time mechanism to aid you in maintaining your account. Any fees incurred as a result of solely relying upon the alerts system for an updated account status are the responsibility of the account owner(s).

**Transactions:** Transactions you perform via the Services will be reflected on your monthly statement. If you agree to receive eStatements and need a printed copy of your statement, contact us with the contact information listed at the end of this agreement. We continually add, change, and delete features from Online Banking. These changes are determined by our needs and the needs of the Online Banking users. The following list serves as an example of some of the features that are available.

#### **Account Access**

- Review account balances and transaction history
- Transfer funds between your accounts and make loan payments
- Transfer funds to savings, checking or loan accounts of other members who have given you express consent
- Schedule one-time or recurring transfers in the future or stop payment requests
- View, save or print account statements, check copies, or tax notices
- Open additional share or apply for a credit card or loan products
- Review LGE Credit Card balances, transactions and statements
- Make a transfer payment from an LGE savings or checking account to your LGE Credit Card
- Set up e-mail notifications and alerts based on account balances, completed transfers, cleared checks, etc.
- Export transactions to Quicken or a .CSV file
- Submit address, phone or e-mail changes
- External Transfer (allows you to schedule one-time transfers between LGE and other financial institutions.) Transaction limit can be imposed at our discretion.
- Bill Pay (allows you to pay an unlimited number of bills online.) Standard delivery of bills is free. Expedited options will incur charges.
- Mobile Banking (some restrictions of access, carriers, and additional fees may apply not instituted by the credit union)

**Acts of Nature:** We are not liable for failure to account access, if such failures are outside of our control, including but not limited to acts of nature and other situations as required by us or Federal or Local law.

**eStatements and Notices:** When you register for Online Banking, you consent to receive your periodic account statements online through our eStatement service from this point forward and notify you via e-mail that your statement is ready for viewing. You have the option to download or print the documents for future reference. eStatements and notices are accessed by signing on to Online Banking and clicking on the "Account & Statements" widget. You will be able to access statements and other documents online for a period of 24 months.

We will stop sending paper statements on this account unless you notify us that you no longer wish to receive e-statements; however, you can always request a special copy of the statement be created for you.

**Paper Copy:** You have the right to receive a paper version of a periodic statement, disclosure, and notice required by federal and state regulations upon request. There may be a fee for requesting any paper copy of an electronic statement we have previously provided to you. Refer to our Schedule of Fees.

**Fees And Charges:** There is currently no fee for the Service or termination thereof. However, Credit Union reserves the right to impose fees or to subsequently change any fee structure with or without notice as required by law.

**Your Right to Terminate:** If you decide to withdraw your consent to do further business electronically with us, the legal validity, and enforceability of prior electronic disclosures will not be affected. You may cancel at any time at no fee, by e-mailing your request to [ContactCenterMailbox@LGEccu.org](mailto:ContactCenterMailbox@LGEccu.org), or telephoning us at 770-424-0060 or writing us at LGE Community Credit Union, P.O. Box 1188, Marietta, Ga. 30061. Depending on when the request for cancellation is received, we will cancel your e-alerts within a reasonable amount of time. Once electronic services are terminated or limited, we will begin mailing your paper disclosures, notices, and periodic statements required by federal and state regulations to you via the U.S. Mail.

**Our Right to Terminate:** You agree that we have the right to terminate or limit your electronic services at any time and for any reason at our discretion. Once electronic services are terminated or limited, we will begin mailing your paper disclosures, notices, and periodic statements required by federal and state regulations to you via the U.S. Mail. We reserve the right to block access to any of your services in order to maintain security.

We may terminate your use of Online Banking if you or any authorized user of your account/password breaches this or any other agreement with us; or if we have reason to believe there has been unauthorized use of your account or password.

You or any other party to your account can terminate your use of Online Banking by calling or writing to us. However, termination of the system will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**Our Right to Change:** You agree that we can amend, supplement, change, or discontinue any of these terms and disclosures at any time. If you continue to use the Service after any such change, you agree to the change. If you do not agree to a revised version, you must terminate your electronic consent as set forth above.

**E-mail Address:** A valid e-mail address is needed to receive e-alerts, e-notices, and disclosures, Online Banking. It is your responsibility to ensure we have a valid e-mail address at all times in order for us to send electronic communication to you. If you change your e-mail address, you agree to change your E-mail address appropriately with us. You understand and agree to keep your current E-mail address updated. Failure to do so may adversely affect our electronic communications to you.

If electronic notifications from the Credit Union are undeliverable, you agree that Online Banking access will be restricted and the delivery method for account statements, disclosures, and notices will be reverted to paper format. To prevent a disruption in services, it is your responsibility to ensure your information with the Credit Union is accurate.

**Account Information Available:** Online Banking maintains 24 months of transaction history online for all accounts. Your Current or Available account balance, transaction, or history information is limited to available information. Many transactions are beyond the Credit Union's control as they are requirements of the payment networks that your transactions are processed through via the merchants with whom you choose to do business.

**Entitlement Users:** The Entitlement service enables you, the Primary Account Owner ("Administrator"), to grant access through Online Banking to your LGE Community Credit Union accounts, to other individuals ("Users"). This service offers you the ability

to limit that access to the activities and transactions you permit per User role and you are liable for such use by those individuals and anyone those entitled individuals may allow/authorize to use the entitled service(s). Administrators wishing to grant this privilege must complete the User Management enrollment process and create User Roles with accompanying custom access. This access may be granted by business members and may be limited to the products and services offered through Online Banking.

**Roles & Responsibilities:**

As the Business Administrator, you agree to set up and grant users that are at least eighteen (18) years of age and are capable of binding to a legal contract in the jurisdiction from which you enter into this agreement. You will be able to add, manage, and revoke Online Banking privileges for each User profile and all their respective authorities at your sole discretion. You also agree that you are fully responsible for all transactions, requests, and updates conducted by any and all Users, and all third parties to whom such Users may disclose their username and password, whether those transactions are authorized by you or not. Transactions you or a User initiate with fraudulent intent will be considered as authorized transactions for which you, the Administrator, remain fully responsible.

You further agree that we will not be responsible or liable to you in any way if an unauthorized person intercepts information. You agree to: 1) keep your Online Banking username and password secure and strictly confidential; 2) inform any Users you provide Online Banking access to that he or she is not to disclose their username and password to anyone; 3) if your or any User username and password have become known to any unauthorized party it is your responsibility to change username and password immediately.

It is your responsibility to terminate access through Online Banking for all Users that you deem no longer authorized to have access to your Account(s).

All Users agree to be bound to the terms and conditions of the Business account that you maintain with us now or in the future. These include, but are not limited to, the Business Account Agreement, Online Banking Agreement and Electronic Disclosure, Snap Deposit Terms and Conditions.

**Accepting the Terms:**

BY YOUR REGISTRATION AND CONTINUED USE OF THESE SERVICES, YOU EXPRESSLY (A) ACKNOWLEDGE THAT YOU HAVE READ ALL OF THESE TERMS; (B) AGREE AND CONSENT TO THE TERMS; (C) REPRESENT AND WARRANT THAT YOU: (I) IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A BUSINESS ENTITY OR ANOTHER INDIVIDUAL, ARE AUTHORIZED TO BIND SUCH ENTITY OR SUCH INDIVIDUAL, AND (II) AGREE TO BE BOUND BY THE TERMS, INCLUDING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY; AND (D) AGREE TO BE LIABLE FOR ANY NONCOMPLIANCE WITH THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THE TERMS, DO NOT CLICK THE ACCEPTANCE BUTTON, IF APPLICABLE, AND/ OR DO NOT ACCESS OR CONTINUE TO USE THIS SERVICE. I UNDERSTAND THAT LGE COMMUNITY CREDIT UNION RESERVES THE RIGHT TO CHANGE, AMEND, AND CANCEL THE TERMS FOR THESE SERVICES AT ANY TIME, WITH OR WITHOUT NOTICE.

Neither LGE Community Credit Union nor any of its affiliates, third-party providers, partners, licensors, employees, distributors, or agents are responsible for any errors or unauthorized transactions on my accounts initiated by a User, and LGE expressly disclaims all liability, claims, and damages in connection with such activities.

You agree to hold LGE and any third-party service providers harmless in any liability or claim arising from my use of these entitlements, including any claim I make against my User for their handling of my accounts or breach of my agreement with said Users pursuant to entitlements.

You agree to indemnify LGE, its employees, agents, volunteers, and representatives against any and all claims arising due to: My entitling another person or persons with access to my Online Banking site, accounts and/or other authorities with respect to my accounts; and/or, Acts or actions taken by the sub-users I entitled.

**Security & Hardware:** After receiving your Online Banking password/access code from us, you agree to change your password/access code immediately when logging on to Online Banking for the first time. You agree not to give or make available your password for any Credit Union electronic service to any unauthorized individuals.

Online Banking requires internet access and a Web browser capable of HTTPS encrypted connections. If you receive eStatements, you will need software capable of rendering PDF files and an active e-mail account with functioning e-mail software. Online Banking is operating system neutral. Currently Online Banking is optimized for use with:

- Current Internet Explorer or 1 previous versions
- Current Firefox or 1 previous versions
- Current Google Chrome or 1 previous versions
- Current Safari or 1 previous versions
- Current Adobe Acrobat Reader or 1 previous versions (for viewing eStatements)
- JavaScript must be enabled for the application to function optimally, if JavaScript is disabled certain features and functions will not work

We reserve the right to change software requirements as needed. Under normal conditions, we will provide notice of such software requirements before the need is mandatory. However, if conditions warrant we reserve the right to make changes immediately without notice.

**Service Interruptions:** We may perform maintenance on our systems from time to time, which may result in interrupted service. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. You agree that we will not be liable to you if our Online Banking system is delayed or unavailable at any time. We make no warranty to you regarding your equipment or the software including fitness for a particular purpose.

**Preventing Misuse:** Protect your Online Banking Password - The password that is used to gain access to Online Banking should be kept confidential. For your protection, we recommend that you change your Online Banking password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers, and other account data confidential.

You agree to: (a) change your Password immediately upon accessing Online Banking for the first time; (b) comply with the User Guide and all security procedures we provide to you in connection with the Services; (c) take reasonable steps to safeguard the confidentiality and security of the User ID and Password, User Guide information, and any other proprietary property or information we provide to you in connection with the Services; (d) limit access to your User ID and Password to persons who have a need to know such information; (e) closely and regularly monitor the activities of employees who access the Services; (f) take the necessary steps to delete a user if they are no longer employed by you or are no longer authorized to use the Services; and (g) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached.

We may also require you to change your Username and/or Password at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

**Changes to Your Contact Information:** You are responsible to keep us informed of any change in electronic or mailing address. To update your contact information you may at [www.LGEccu.org](http://www.LGEccu.org), visiting a branch, or contacting us at our principal address found at the end of this Agreement regarding any such changes.

**Inappropriate Transactions:** You warrant and agree that you will not use any Online Banking or any other Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

**Limited Liability:** We will not assume liability for non-receipt of e-alerts regarding account information, disclosure, or e-notice availability, due to but not limited to the following reasons: The e-mail address on file is invalid. Your e-mail or Internet service provider filters the notification from your Inbox (e.g. considers it "spam" or "junk mail"). There is a malfunction in your personal computer or phone browser and/or software.

**Indemnification:** Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an account or the performance of Online banking and corresponding online services.

**Governing Law:** This Agreement is made in Georgia and shall be construed and governed by the laws of the State of Georgia, without regard to its conflicts of law's provisions and to the extent that Georgia law is not inconsistent with controlling Federal Law.

**Your ability to access disclosures:** By completing and submitting your request, you acknowledge that you can access the electronic disclosures in the designated formats described above.

**Consent:** By completing and submitting your request, you consent to having all disclosures provided or made available to you in electronic form and to doing business with LGE Community Credit Union electronically. You agree to the same terms that apply to a signed application or agreement; and you agree that submitting this consent or accepting these terms constitutes your signature as though it were physically signed by you. If there is a co-applicant or user, you represent and warrant that such co-applicant or user has authorized the submission of this application. This electronic submission/consent qualifies as your signature for all purposes and uses whatsoever.

**Principal Address and Telephone:**

LGE Community Credit Union  
P.O. Box 1188  
Marietta, GA 30061  
[www.LGEccu.org](http://www.LGEccu.org)  
770-424-0060 or 800-541-8921