# ARKANSAS FEDERAL CREDIT UNION ONLINE SERVICE AGREEMENT

PLEASE READ THIS ONLINE SERVICES — ONLINE AND MOBILE BANKING AGREEMENT CAREFULLY. BY ACCESSING THIS SITE OR ACCESSING OR USING ANY ONLINE SERVICES (AS DEFINED BELOW) YOU AGREE TO BE BOUND BY THIS AGREEMENT, AS FURTHER DESCRIBED BELOW. THIS AGREEMENT IS SUBJECT TO CHANGE AND ANY CHANGES WILL BE INCORPORATED INTO THIS AGREEMENT AS PROVIDED IN THE "AGREEMENT" SECTION BELOW. IF YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO ACCESS OR USE THIS SITE OR ANY ONLINE SERVICES.

## **General Terms Applicable To All Users**

This Online Service Agreement ("Agreement") states the terms and conditions that govern your use of Arkansas Federal Credit Union's Online Services and any applicable software products and associated documentation we may provide through those websites and mobile applications, or to use the products, services or functionality offered through those websites and mobile applications, ("Software") and certain third party online platforms as determined by us from time to time (collectively, the "Online Service"). As used herein, the terms "Credit Union", "Arkansas Federal", "us," "we," or "our" means Arkansas Federal Credit Union, or the affiliate of such entity that holds your accounts or provides you services and any agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of the Online Service; "you" or "your" means (1) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a guarantor, beneficiary or co-trustee of a trust account) or (2) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account; and "Card" refers to the credit or debit card issued by us.

By offering this Online Service and information, products or services via the Online Service, we make no distribution or solicitation to any person to use the Online Service or such information, products or services in jurisdictions where the provision of the Online Service and such information, products or services is prohibited by law.

#### Agreement

When you use or access or permit any other person(s) or entity to use or access the Online Service, or download or use any Software, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on our website, www.afcu.org. Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Online Service. Your use of the Online Service after we have made such changes available will be considered your agreement to the change.

The Online Service is an online financial services website offering a variety of content, products, and services. We grant to you, for your personal or internal business purposes only, a nonexclusive, non-transferable limited and revocable right to access and use the Online Service.

You agree not to use the Online Service for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the Online Service without our prior written consent. You agree not to attempt to log on to the Online Service from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Online Service from one of these countries may result in your access being restricted and/or terminated.

We, or our licensors, own all rights, title, and interest in and to the Online Service. No license or other right in or to the Online Service is granted to you except for the rights specifically set forth in this Agreement.

# **Computer Equipment, Browser Access and Internet Services**

You are responsible for obtaining, installing, maintaining, and operating all software, hardware, or other equipment (collectively, "Systems") necessary for you to access and use the Online Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, and for all fees imposed by such Internet service provider. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. You will not use the Online Service in any manner to interfere with the operations Arkansas Federal.

# Accessibility

Arkansas Federal provides Online Services that are enhanced and optimized, to the best of Arkansas Federal's ability, to conform with the informative guidance provided by WCAG 2.0 Level AA Success Criteria.

#### **Online Service Availability**

Online Services are generally available 24 hours a day, 7 days a week. We may restrict or suspend availability periodically when we perform maintenance. When practicable and appropriate, we will schedule any maintenance for a time with less frequent use, and when practicable, we may provide notice by online message or other means that you've accepted. Access may also be interrupted, delayed or slowed due to, among other things, hardware or software failures, telecommunications interruption, malicious actions, system capacity overload, power outages, or any other cause (whether similar or dissimilar to any of the foregoing) beyond our control.

# **Login and Passwords**

We may at our option change the requirements for the password used to access the Online Service ("Password") without prior notice to you, and if we do so, you may be required to change your Password the next time you access the Online Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Service, you agree to protect and keep confidential your Card number, account number, PIN, User Name, Password, or other means of accessing your accounts via the Online Service. The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, User Names, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line, draws on your credit card account or other available lines of credit. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, User Names, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use the Online Service or to access or use your Card numbers, account numbers, PINs, User Names, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Online Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-800-456-3000. Arkansas Federal will not call you or email you requesting your log-in credentials or passwords. If you receive such a message, please contact Arkansas Federal at 1-800-456-3000 using a separate communication channel.

# **Biometric Login**

Mobile Banking supports authentication using Face recognition ID or Fingerprint ID to login, depending on your device's capability. Once authenticated, you can choose to log into the Mobile App using Face ID or Fingerprint ID in lieu of entering your User Name and Password. If your mobile device offers this functionality; you may enable it directly through your mobile device settings.

**NOTE:** Please remember once you enable biometric authentication for Mobile Banking, anyone with facial recognition or a fingerprint stored on your device will have access to your account. You can turn off this feature in your mobile device settings at any time.

#### **Multi-Factor Authentication**

At any point during registration, logon, or through use of the service, Arkansas Federal may require a secondary verification in addition to the standard User Name and Password requirement. Secondary verification may involve a text message, automated phone call, or email notice. If you elect to complete a secondary authorization selection using any of the delivery methods available, you consent to receive either an automated, prerecorded call delivered to you using an auto dialer, an email to email address on file, or text message to number on file. You may be subject to any fees associated with these delivery methods.

#### **Authorized Access:**

When you register for the Online Service, you will be prompted to set up your User Name and Password and provide any other authentication information we deem necessary. This may include sending you a one-time code via email or text message that you will be required to enter as part of the authentication process. Each joint account holder will be required to register and authenticate their identity to access the service. Your Password for Online Services has no effect on your PIN used for other access devices such as an ATM or Debit card or Telephone access. You may change your User Name or Password any time after registration. Once registered, you can enable biometric authentication through your mobile device settings for future log-on.

#### **Shared Access**

Once authenticated and registered, you will be the Master User and may have access to add others through the Online Services. Shared Access will allow you, the Master User, to assign access to any designated Sub User(s) and to select specific accounts and functions that each Sub User will be authorized to perform. Each designated Sub User authorized by the Master User will be prompted to establish his or her own log-in credentials. Sub Users will only be able to see the accounts and functions authorized by the Master User. The Master User shall be responsible for: (1) Determining whether additional Sub Users should be granted access to which accounts and functions; (2) Setting up the authorizations in Shared Access; (3) Supervising Sub User access to the Online Services; (4) Serving as the main contact for receipt of information relating to their account and their Sub Users' use of Online Services; (5) As the Master User, you understand and agree that if a Sub User is granted full access by you then that Sub User may also grant other Sub Users full access to all the Online Services; (6) The Master User agrees that all actions of the Sub User (and such Sub Users as designated by full access Sub Users) with respect to Online Services and accessing your accounts shall be deemed authorized by you; and (7) The Master User can modify or remove access from a Sub User at any time.

## **Business Shared Access**

The first account holder to register for the Online Services will become the Master User. All other account holders can be granted access as a Sub User(s). Once authenticated and registered, the Master User will have access to an "Administrator Console" through Online Services. The Administrator Console will allow the Master User to assign access to any designated Sub User(s) and to select specific accounts and functions that each Sub User will be authorized to perform. Each designated Sub User authorized by the Master User will be prompted to establish his or her own log-in credentials. Sub Users will only be able to see the accounts and functions authorized by the Master User. The Master User shall be responsible for: (1) Determining whether additional Sub Users should be granted access to which accounts and functions; (2) Setting up the authorizations in the Administrator Console; (3) Assigning and, when necessary or appropriate, resetting User Names and Passwords for a Sub User; Sub User(s) will be prompted to reset their password after their first log-in; (4) Supervising Sub User access to the Online Services; (5) Serving as the main contact for receipt of information relating

to their account and their Sub Users' use of Online Services; (6) As the Master User, you understand and agree that if a Sub User is granted full access by you then that Sub User may also grant other Sub Users full access to all the Online Services; (7) The Master User agrees that all actions of the Sub User (and such Sub Users as designated by full access Sub Users) with respect to Online Services and accessing your accounts shall be deemed authorized by you; (8) The Master User understands that if assistance from Arkansas Federal is required for a service initiated by a designated additional user who is not otherwise authorized on the account (i.e., joint owner), the Master User will need to contact Arkansas Federal directly for assistance; and (9) The Master User can modify or remove access from a Sub User at any time.

# **Messaging Service**

You agree that by using the Online Service, notifications or other communications may be sent to you electronically to any electronic mailbox we have for you.

#### **Consent to Contact**

By enrolling in and using the Online Service, you authorize Arkansas Federal, its agents, service providers, and other designees or assignees to contact you using the contact information you have provided. You expressly consent to receive autodialed or prerecorded calls, automated emails, and autodialed or automated text messages related to the Online Service to the phone number(s) and email address(es) you provide. You certify the contact information is accurate and that you are authorized to be contacted at such phone number(s) and email address(es). You agree to notify us immediately when your contact information changes or utilize the features in the Online Service to update your contact information.

## **New Features**

We may, from time to time, introduce new features to the Online Service or modify or delete existing features in our sole discretion. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

## **Online Service Fees**

General access to the Online Service is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through the Online Service. To learn more about such fees, please refer to the specific terms and conditions applicable to each product or service or our fee schedule. We reserve the right from time to time to add or modify fees and will notify you when we do so. If you use personal financial management software to access your accounts (such as Quicken® or Quickbooks®, etc.), a fee may be charged for the use of those services and additional service terms and conditions may apply.

## **Limitation of Liability; No Warranties**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER APPLICATION AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF

THE ONLINE SERVICE, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

## **Other Agreements**

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products which may be accessed via this service, including, but not limited to, all account agreements, and with all applicable State and Federal laws and regulations. To the extent there is a conflict between the terms of this Agreement and your applicable account agreements with us, the terms and conditions of your account agreement will control except as may be otherwise stated herein.

#### Termination; Availability; No Assignment

We may terminate or suspend this Agreement, or terminate, suspend, or limit your access privileges to the Online Service, in whole or part, at any time for any reason without prior notice. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Online Service. We reserve the right to determine your eligibility for any product or service. You may not assign this Agreement.

### **Disputes**

In the event of a dispute arising under or relating in any way to this Agreement or to the Online Service provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

# **Privacy**

Your privacy and the security of your information are important to us. Our Privacy Policy may be accessed and reviewed at <a href="www.afcu.org/online-privacy-disclosure">www.afcu.org/online-privacy-disclosure</a>. You agree that we may collect, use, and share your personal information in accordance with the Privacy Policy, and to provide the Services you have requested and to maintain the Services.

# **Indemnity**

You acknowledge and agree that you are personally responsible for your conduct while using the Online Service and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Online Service or the use of the Online Service by anyone using your Card number, account number, PIN, User Name or Password, provision of a phone number or email address that is not your own, or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights) arising from your provision of a phone number or email address that is not your own. Your obligations under this paragraph shall survive termination of this Agreement.

## **Risk of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

# **Mobile Services**

Your enrollment in the Online Service may include access to some products and services through a mobile application or otherwise using a mobile device or tablet device including via the Arkansas Federal Credit Union app ("Mobile Services"). By using the Mobile Services, you agree to the following terms. You agree that we may send you information relative to Mobile Services through your communication service provider to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number or e-mail address so that we may send you certain information about your applicable account or otherwise related to the Mobile Services.

You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt

of information, including instructions for payment, transfer and other money movement transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. We reserve the right to determine your eligibility for any product, service, or functionality. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

Some Mobile Services require utilizing Location Services on your device. Our Mobile Privacy Policy may be accessed and reviewed at <a href="https://www.afcu.org/online-privacy-disclosure">https://www.afcu.org/online-privacy-disclosure</a>.

#### **Alerts and Mobile Text Services**

Your enrollment in the Online Service includes access to mobile text messaging related services (collectively, "Text Services") and Alerts. The Alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. The Alerts and Text Services are only available to members who have an eligible account with us, and you may be automatically enrolled to receive certain Alerts. There is no service fee for the Alerts and Text Services, but you are responsible for all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider.

Security notifications are provided for your protection when certain changes are made such as password and User Name updates, changes to your contact information or the addition of a new Bill Pay payee. Information for both security notifications and optional notifications will be delivered to you based on your choice to receive either text (SMS) messages, Mobile App push, or email messages for notifications. To receive notifications via text message, your mobile device must be subscribed to a wireless service, and you must be able to receive text messages using your mobile device and your carrier's service. By enrolling in the Online Service, you consent to receive automated text messages to the phone number on file. You certify the phone number provided is owned by you or you are a customary user of the phone number and you agree to update your phone number immediately if your phone number changes.

# **Account Information**

Account information provided to you as part of the Online Service is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. The Online Service information is generally updated regularly but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

# **Our Right to Review Funds Processing**

As a sender of instructions to transfer or collect funds using the Online Service, you acknowledge and agree that we may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

## **Payments and Transfers**

Please refer to our Membership Agreement for the Electronic Funds Transfers Agreement and Disclosures.

## **Internal Transfers**

With respect to internal transfers between Arkansas Federal accounts ("Internal Funds Transfer Services"), expressly excluding the following transfer types, which are governed under separate addendums or agreements: Wire Transfers, Bill Payment Transfers, and Person to Person Transfers, the following shall apply.

## **Internal Transfers – Same Ownership**

You may transfer funds between Arkansas Federal accounts and loans in which you have ownership. You may initiate a one-time transfer or schedule a transfer or series of transfers in advance. There is currently no transfer amount limit or count. Transfers are generally processed immediately or on the day you scheduled the transfer to take place. Transfers scheduled in advance may be cancelled or edited prior to the transfer date.

#### **Member to Member Transfers**

You may transfer funds from your Arkansas Federal account to another Member's checking, savings, or loan account at Arkansas Federal. Transfer account information for another Member's accounts can be used for a one-time transfer or can be saved and selected for future transfers. To protect the privacy and security of our members, you should obtain permission and verify proper information with the other Member. A notification confirming the transfer instructions will be sent to both you and the Member receiving the funds by email (to the extent there is an email address associated with the account). The transaction on the periodic statement for both the sender and receiver will show the amount of the transfer and both account numbers for the credit ("TO" account) and the debit ("FROM" account). You

understand that you may only transfer funds into the account you establish and cannot request funds from the account(s), nor will you have access to any information regarding the other Member's account, other than name and account number. The person receiving the funds will see your account number on their periodic statement and online for the transfer. You agree and accept responsibility for obtaining permission from the owner of the account prior to sending funds to their account using this service.

#### **Cut-Off Times**

Cut-off times for same day processing may vary depending on the Service. More information on cut-off time may be available on or through the applicable Service, and subject to change at any time.

# **You May Withdraw Your Consent**

You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of the Online Service, including Mobile Services.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

To withdraw your consent, contact us toll-free at 1-800-456-3000 or contact us by mail at the address listed on our website.

## **Updating Your Records**

You agree to provide us with a true, accurate, and complete email address and other contact information related to the Online Services and your Arkansas Federal accounts. You must promptly notify us of any change in your email or other electronic address. You may change the email address on record for you by using the Online Services, by visiting a branch or by contacting us at 1-800-456-3000. There may be other Online and Mobile Services for which we provide separate instructions to update your email or other electronic address.

#### **Hardware and Software Requirements**

To receive Electronic Records, you must have access to:

- An up-to-date version of an Internet browser we support, or if accessing your account through our mobile applications, one of the following operating systems: Apple current and previous two versions of iOS, or Android OS current and previous two versions.
- A connection to the Internet or a mobile service provider.
- An up-to-date device or devices suitable for connecting to the Internet or for downloading our mobile applications or accessing our mobile websites.
- A current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader).

- A computer with an operating system capable of supporting all the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.
- You must also have an active email address.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for specific mobile or handheld devices.

We reserve the right to discontinue support of a current version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Online Service.