

# **Alcon Employees Federal Credit Union**

## **Online Banking Agreement**

This Agreement states the terms and conditions that apply to the Alcon Employees Federal Credit Union Online Banking Services (the “Services”). Except as provided in this Agreement or in any other agreement you have with us, this Agreement is in addition to any other agreements that apply to your Accounts and any other services you obtain from us. In the event of a conflict or any inconsistency between this Agreement and any other agreements you have with us, the terms of the other agreements will prevail unless this Agreement specifically provides otherwise.

A Service may be subject to additional agreements and terms, conditions, and instructions provided or made available when you request the Service. You agree to follow all of our instructions and procedures for each of the Services you request and use, all as amended from time to time.

### **Explanation of Certain Terms**

“We,” “us,” “our,” and “Credit Union” mean Alcon Employees Federal Credit Union.

“You” and “your” mean each Account owner, any joint Account owner, any person authorized by an Account owner to use the Services and any individual to whom you have given your access codes and any individual person that we permit to use the Services, subject to the terms of this Agreement.

“Internet-enable” means to enable the Services that allow you to obtain information and perform transactions we make available for your qualifying Accounts over the Internet by use of a personal computer or other device and/or any other means we authorize or allow.

“Online Banking” means the Services provided under this Agreement, which allow you to access information about your Internet-enabled Accounts, transfer funds between qualifying Accounts, and perform other transactions and obtain other services that we authorize or allow.

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

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

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

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

## **Access Codes**

To use our Online Banking Services, you must use the access codes we establish or provide for you. Keep them confidential to prevent unauthorized use or loss to your Accounts. Anyone to whom you give your access codes will have full access and authority with respect to your Accounts, even if you attempt to limit that person's authority. Additionally, that person will have full access to any of your other Accounts which are accessed by those access codes, even if those Accounts are in your name with another person.

None of our employees or employees of our affiliates will contact you via phone, e-mail, or text messaging requesting your access codes or information about your Accounts. If you are contacted by anyone requesting this information, do not provide any information and please contact us immediately at our phone number shown in the section below entitled Notify us IMMEDIATELY for Unauthorized Transactions.

## **Protecting Your Personal Information**

In addition to protecting your access codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with Account information may allow unauthorized access to your Accounts. You should treat personal identification information with the same level of care that you would for your Account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking Services. You agree to maintain up-to-date anti-viral software on your computers and other devices you use to access the Services.

## **Wireless Security**

You understand that wireless communications may not be encrypted and that there are risks in accessing the Services with wireless devices. Subject to applicable law, you expressly agree to assume all such risks. Wireless communications may not be confidential or secure. Accordingly, you agree to exercise precautions to safeguard your wireless devices, your identity, your Accounts, and your Account information. You agree never to provide your personal information or Account information to any person or through any wireless network you do not know or whose identity you cannot verify. If you do, you assume all risks, subject to applicable law. You agree to remain vigilant for phishing and other fraudulent scams and notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or the Credit Union. You agree to notify us immediately if your wireless device is lost, stolen, or destroyed or if you change your telephone number, email address, or other contact information. If you fail to exercise reasonable care to protect your identity and safeguard your wireless devices and your Accounts, we will not be liable, subject to applicable law.

## **Software License**

We may provide software in connection with some of the Services ("Software"). You acknowledge that the Software is the property of the Credit Union or its licensors and is protected by copyright

law. The Credit Union grants to you a limited, personal, non-exclusive, non-transferable license to download and install the Software solely to access and use the Services, subject to the terms of this Agreement and any future amendments. You acknowledge that all right, title and interest in the Software is owned and retained by the Credit Union or its licensors and that the software is not sold to you. Your rights to the Software are strictly limited by this Agreement, and the Credit Union and its licensors reserve all rights not expressly granted herein. You may not, nor may you permit any third party to: (a) sublicense, rent, lease, transfer, sell, or redistribute the Software or any portion thereof, (b) reverse engineer, decompile, disassemble, modify, create derivative works of, or attempt to derive the source code of the Software or any portion thereof, or (c) use the Software or any portion thereof in any manner prohibited under this Agreement.

**Prohibited Uses.** You may not use the Services or the Software in any manner that violates this Agreement, the rights of a third party, or applicable law. Prohibited uses include, without limitation, uses that (a) infringe or violate the privacy or proprietary rights of the Credit Union or a third party, (b) interfere with or disrupt use of the Services by other users, (c) interfere with or disrupt one or more computer networks connected to the Services, (d) involve fraudulent or other illegal transactions or activity, including but not limited to false, misleading, or deceptive acts, and (e) access or attempt to access any computer systems or parts thereof not expressly authorized by this Agreement. In addition, you may not use the Services from any location where the content provided by the Services or use of the Services is illegal, and you assume all responsibility and risk of loss if you do so. You acknowledge that the Software may be subject to U.S. export controls and other trade and use restrictions, and you agree to comply with all provisions of U.S. law and other applicable law.

You are responsible for acquiring and maintaining any required computer hardware, software, and other equipment necessary to access the Services. You must have an Internet access plan and/or a wireless service plan to access the Services, and you are responsible for all costs, fees, and expenses related to your Internet access and service plans, including without limitation, data charges and fees. The Services may not be available through some networks or in all locations.

### **Qualifying Accounts**

We will tell you which of your Accounts qualify for our Online Banking Services. Not all Accounts are eligible. Any Account requiring more than one signature for withdrawal, draw or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying Account.

### **Using Our Online Banking Services**

Please refer to the online help and instructions on our website at [alconefcu.org](http://alconefcu.org) on how to use our Online Banking Services. These instructions are part of this Agreement.

If you should experience an interruption while conducting a transaction using the Services, you should immediately log out of the Services and login again to verify whether the transaction was completed. If you cannot login to the Services, you agree to contact us promptly to determine if the transaction was completed. In order to avoid duplicate transactions, you agree not to re-request

a transaction performed during an interrupted session. If you conduct a duplicate transaction payable to a third party, we will not be responsible if the third party refuses to refund the duplicate transaction amount.

### **Types of Online Banking Services**

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

Transfer funds between Accounts on either a one-time or recurring basis;

Obtain information that we make available about qualifying Accounts;

Schedule bill payments to certain payees, and

Obtain other services or perform other transactions that we allow.

### **Authorization for Services**

You authorize us to make Account transfers, bill payment and to take any other action to provide the Services under this Agreement.

### **Preauthorized Recurring Fund Transfers**

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

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

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

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

If any qualifying Accounts are savings deposit Accounts, certain types of withdrawals from those Accounts, including certain payments and transfers, are limited to a total of no more than 6 in any specified period. The specified period for deposit Accounts is a calendar month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers or withdrawals, including transfers by telephonic agreement, order or instruction. Except

for automatic or preauthorized transfers to make payments on your loans with us, Online Banking transfers and withdrawals from qualifying deposit Accounts are included in this limitation.

## **When Online Funds Transfers Are Made**

### **External Transfers**

External Transfers refers to a transfer from or to another financial institution. These transfers may not be final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers. Transfers submitted by 12 p.m. Central Time on a business day will be processed on that business day. After 3 p.m. Central Time or on a non-business day the transfer will be completed the next business day.

### **Internal Transfers**

Internal Transfers are processed real time. This means each transfer will be posted to any Account with us from which it is made, and to any other Account with us that is involved in the transaction, on the business day on which the transfer is made. The only exception to this is when the Online system is down for service or updates. In this instance, the transaction will be processed in batch mode when the system comes back online.

Information you obtain about your Accounts using our Online Banking service may not reflect transactions that have not yet been posted to your Accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

## **Bill Payment Service**

### **Using the Service and Prohibited Payees**

You may use the Bill Payment Service to make payments to third parties for bills owed by the Account owner(s). The Bill Payment Service is administered by our service providers. Our service providers are held to strict confidentiality and security standards to protect your financial information and may not use your information except to perform the Services. Additionally, the Bill Payment Service is provided from within the secure environment of the Online Banking Service.

With the Bill Payment Service, your bill payment history may be viewed for up to 12 months. You may not use the Bill Payment Service to pay bills for persons or entities other than the Account owner(s). You must be in good standing with the Credit Union to use the Bill Payment Service. Using the Service, you may set up your own personal database of payees and establish one-time or recurring payments to your payees. When you add payees to the Bill Payment Service, you must enter your Account number with the payee and the payment address exactly as those items appear on your payment stub, statement, or invoice. You agree to keep the payment data for each of your payees up to date at all times. In order to process your bill payments more efficiently, we

may edit or alter the payment data you provide to us in accordance with standards and directives of the U.S. Postal Service and the payee. We are not responsible for errors in payment data.

Bill payments may be made from your Checking Account only. You may not use the Bill Payment Service to make the following specific types of payments that are prohibited: (i) tax payments; (ii) court-ordered payments (for example, alimony, child support, and traffic ticket payments); (iii) government payments; (iv) payments to payees with an address outside the United States, except for payees with a U.S. armed forces or U.S. diplomatic postal code (v) payments for any illegal purpose, and (vi) payments in currencies other than U.S. dollars. We may establish additional categories of prohibited payees by notifying you. If we inadvertently process a payment to a prohibited payee, we may refuse to process future payments to that payee. Bill payments will be made in U.S. dollars only and may be requested for a minimum of \$1.00, a maximum of \$9,999.00 per payment and a maximum of \$20,000 total payments per day. We reserve the right to decline to pay any payee to whom you direct a payment, including a payee appearing on any list of the United States Office of Foreign Assets Control or if we suspect or believe in good faith that the payment is fraudulent. If we decline to accept a payee you have designated, we will attempt to notify you within two business days of the processing date you have designated, except in the case of the specific prohibited payments as set forth in this paragraph.

### **Bill Payment Procedure**

One-time bill payments and recurring bill payments may be scheduled up to one year in advance. If you arrange for a one-time or recurring bill payment and the scheduled processing date for any payment falls on a day we are not open for business (generally a weekend or a federal holiday), the payment will be processed on our next business day.

By providing the Bill Payment Service with the names and account information of those persons or entities to which you wish to make a payment, you authorize the Service to follow the payment instructions received from you. When the Bill Payment Service receives your payment instruction, you authorize the Credit Union and its service providers to deduct the funds from your designated Checking Account on or after the processing date you have designated. Normally, the funds are withdrawn from your Account within a few days after the processing date, but the withdrawal can occur at any time on or after the processing date. Once a bill payment has been scheduled, you agree to maintain sufficient available funds in your Checking Account to fund the bill payment at any time on or after the processing date. You may receive email messages from our service providers regarding questions or clarifications about your bill payments, and you agree to regularly monitor your email address on file with us for such messages.

You authorize us and our service providers to choose the most effective method to process and present your bill payments, whether electronically, by paper check, or by other means. Electronic payments will typically reach the payee faster than check payments, but not all payees can receive electronic payments. You must schedule the processing date for a bill payment far enough in advance for the payment to reach the payee by the actual payment due date, generally at least three business days in advance for electronic payments and at least five business days in advance for payments using a paper check. When you choose a processing date for a bill payment, the bill payment system will provide an expected “deliver by” date. You agree to schedule bill payments

so that the provided “deliver by” date is on or before the actual payment due date, and not during any courtesy or grace period designated by the payee. Because there may be delays in posting a payment once it reaches a payee, we are not responsible if your payments are not posted on time due to delays of the payee or its designee, even if the payee receives the payment by the actual payment due date.

**TO ENSURE THAT YOUR BILL PAYMENTS ARE POSTED ON TIME, YOU AGREE TO MONITOR YOUR BILL PAYMENTS AND ACCOUNTS TO DETERMINE THE LENGTH OF TIME FROM PAYMENT PROCESSING TO PAYMENT POSTING AND, IF NECESSARY, ADJUST THE TIMING OF FUTURE BILL PAYMENTS ACCORDINGLY.**

We also are not responsible for delays resulting from circumstances outside of our control such as weather, labor strikes, and U.S. Postal Service delays. For critical payments such as mortgage loan payments, we recommend scheduling the processing date so that the expected “deliver by” date is at least a few business days before the actual payment due date.

### **Bill Payment Processing, Cancelling a Bill Payment and Insufficient Funds**

Bill payment processing begins on or after 3 p.m. Central Time on the processing date you have designated. You may not change or delete a bill payment transaction after processing has begun, but one-time and recurring bill payments may be cancelled through the Bill Payment Service if they are cancelled before processing has begun. Recurring bill payments also may be cancelled by notifying us orally or in writing at the telephone number or address listed below in this Agreement at least three business days before the scheduled processing date. If you call us, we may require that you put your request in writing (email is not acceptable) and get it to us within 14 days. If you are cancelling a recurring payment orally or in writing, we may require you to cancel the authorization for all recurring payments to the payee. You may always establish a new recurring payment at a later time if you wish. Same-day bill payment requests entered after our cutoff time of 3 p.m. Central Time on business days we are open, or at any time on any days we are not open, will not be processed until our next business day.

Sufficient funds must be available in your Checking Account, and if necessary, from any overdraft protection sources, on and after the processing date. Applicable service charges will apply for insufficient funds and for accessing overdraft protection sources. If funds are not available to process your bill payment, we or our service provider will notify you, usually within two (2) business days. In such cases, you will be responsible for making alternate payment arrangements or rescheduling the bill payment through the Service. If a bill payment cannot be processed due to insufficient funds, no additional bill payments (scheduled or unscheduled) will be processed until your Account is adequately funded and any outstanding returns have been cleared. We may close your Checking Account and terminate or suspend the Bill Payment Service without notice to you if there are six occurrences of insufficient funds involving bill payments during any rolling 12-month period. An occurrence is defined as one day. By way of illustration, three instances of insufficient funds in one day will count as one occurrence. You are responsible for any late payment fees, interest, and other charges your payee may impose if your bill payment is late or not received due to any processing problems caused by you, including insufficient funds. Your

Account may be referred to a collection agency if you do not promptly settle any outstanding returned payments on your Account.

For each properly instructed payment, you will receive a transaction confirmation number. **IF YOU DO NOT RECEIVE A TRANSACTION CONFIRMATION NUMBER, WE WILL NOT BE RESPONSIBLE FOR ANY FAILURE OR DELAY IN MAKING PAYMENT, INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED.**

If a bill payment check or an electronic bill payment is not cashed or deposited or otherwise claimed by the payee within 90 days of issuance, we may place a stop payment on the payment and it may not be paid. In such case, the bill payment will be refunded to your Account and you will be responsible for satisfying any payment obligation you have to the payee. You additionally authorize the Credit Union to credit your Checking Account for any bill payment returned to us by the U.S. postal service or by any other party.

You agree to maintain a valid and current email address and a daytime contact telephone number on file with us for communication purposes regarding bill payment issues such as payment errors or questions. In the event that a payment is unable to be processed due to an error with the information provided by you or the payee, we will repost any drafted funds to your Account and notify you by email that the payment was not processed. It is your responsibility to regularly check your bill payment history, email account, and telephone voice mail for any messages from us regarding bill payments or reposted payments to your Account. You may be required to resubmit a bill payment request with updated payee or account information if we cannot complete a payment with the information you have provided.

### **Terminating the Bill Payment Service**

You may terminate the Bill Payment Service at any time by notifying us. Termination will be effective not later than the first business day following our receipt of your notice. You are responsible for all payments you have requested and charges and fees incurred prior to termination. If you do not want any scheduled bill payments to be processed after we receive your notice of termination, you must cancel those payments before termination. We are not responsible for processing scheduled payments not cancelled before termination.

We may suspend or terminate your Bill Payment Service without notice (i) if there is no bill payment activity in 90-day period, (ii) if your designated Checking Account is closed for any reason, (iii) if there is unauthorized use on your Account, (iv) or if there are excessive instances of insufficient funds or for other reasons related to not maintaining your Account in good standing, as determined by us in our sole discretion. We may close your Checking Account and terminate the Bill Payment Service if there are six occurrences of insufficient funds during a rolling 12-month period. Bill payments scheduled before suspension or termination may be processed unless you cancel them by notifying us in writing. You are responsible for all amounts paid on your behalf and applicable fees and charges. We are not responsible for processing scheduled payments that have not been cancelled. If your access to the Bill Payment Service is terminated due to no activity in a 60-day period, we will permit you to re-enroll one time thereafter.

## **For Assistance or Errors Related to the Bill Payment Service**

If you have questions, need assistance, or need to report an error related to the Bill Payment Service, please contact us at

817.551.8495 or 800.235.6913

### **Mailing Address:**

Alcon Employees Federal Credit Union  
6201 South Freeway  
Fort Worth, Texas 76134

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

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

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

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

If you do not obtain a confirmation number at the time you initiate a Bill Payment.

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

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

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

If you have not properly followed any applicable instructions regarding your personal computer or mobile device, or Internet or cellular data access, or Service instructions we have provided or made available to you.

If your personal computer or mobile device fails or malfunctions or the Services were not properly working and such problem should have been apparent when you attempted the transaction.

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

If the money in the Account from which a transfer is to be made is subject to an administrative hold, legal process or other claim restricting the transaction.

If the error was caused by a system beyond our control, such as that of your Internet or cellular data access provider.

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

If we have reasonable cause to believe that the transaction may be fraudulent.

If you have closed the Account to or from which the transfer was to be made.

There may be other exceptions stated in our other agreements with you.

### **Business Days**

Our Online Banking Services are generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Federal holidays or other days we are not open for business are not business days.

The Services may be inaccessible for brief periods each week for system maintenance and other necessary downtime. We will attempt to limit interruptions to the Services, but we are not responsible for failure to provide the Services due to system maintenance, other necessary downtime, or any unforeseen acts or circumstances outside of our control.

### **Stopping or Changing Transfers**

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

You may also call or write us at:

817.551.8495 or 800.235.6913

### **Mailing Address:**

Alcon Employees Federal Credit Union  
6201 South Freeway  
Fort Worth, Texas 76134

You may also use any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request 3 business days or more before

the transfer is scheduled to be made. If you call, we may also require you to put your request in writing (email is not acceptable) or use the online form and get it to us within 14 days after you call.

If you order us to stop a preauthorized recurring transfer from a consumer Account as described above, and we do not do so, we will be liable for your losses or damages to the extent provided in this Agreement.

### **Account and Routing Numbers**

It is your responsibility to provide accurate information to us. If your transfer instructions identify a financial institution by name and routing number and/or by the recipient's name and account number, we and the receiving financial institution may execute your instructions by reference to the numbers provided only, even if the number does not correspond to the name provided. You understand that neither we, our service provider, nor the receiving financial institution have any responsibility to investigate discrepancies between account names and numbers and we are not required to do so.

### **Statements**

Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the Accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information. For Consumer Accounts, see the section below entitled "**In Case of Errors or Questions About Transactions Involving Consumer Accounts**" for more information.

### **Online Banking Fees**

There is no fee for our Online Banking Services.

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

We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

The Credit Union may use third-party service providers to perform some of the Services on the Credit Union's behalf. You agree that the Credit Union and its service providers may share your information with each other in order to provide the Services. The Credit Union requires its third-

party service providers to implement and maintain administrative, technical, and physical safeguards to protect the security and confidentiality of your information.

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

You are liable for all transactions that you make or authorize and all transactions by any person to whom you have provided your access codes, even if the person you have authorized exceeds their authority. If you have given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person. You have immediate access to update your login credentials at any time. Log in to Online Banking with your Username, select the reset password link and then change your password.

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

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

You may call or write us at:

817.551.8495 or 800.235.6913

### **Mailing Address:**

Alcon Employees Federal Credit Union  
6201 South Freeway  
Fort Worth, Texas 76134

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

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

This section applies only to transactions from consumer Accounts.

If you tell us within 2 business days after you learn of the loss or theft of your access codes involving a consumer Account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, if your statement for a consumer Account shows transfers covered by this Agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or provided electronically if you have selected such method, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

### **Transfers Involving Insufficient Funds**

You agree that your use of the Services shall be subject to any overdraft protection plan you have established with us, or if you do not have such a plan with us, in accordance with our overdraft payment policy and as set forth in our Membership and Account Agreement. If you instruct us to make a transfer and you do not have a sufficient balance in the Account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in Accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the Account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other eligible Account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the Account from which you made, or attempted to make, the transfer.

### **No Warranty**

**THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER THE CREDIT UNION NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY EQUIPMENT, HARDWARE, SOFTWARE, OR THE SERVICES, OR WITH RESPECT TO YOUR INTERNET OR WIRELESS SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; NONINFRINGEMENT, OR PERFORMANCE UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY APPLICABLE LAW.**

### **Limitation of Liability**

**WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT, YOUR SOFTWARE, OR ANY TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS IN ANY MATERIAL PROVIDED TO YOU IN**

**CONNECTION WITH THE SERVICES. IF WE DO NOT COMPLETE A TRANSFER YOU HAVE REQUESTED, WE MAY BE LIABLE TO YOU, BUT ONLY TO THE EXTENT REQUIRED BY APPLICABLE LAW. WE WILL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE, OR THE SERVICES UNLESS THE LAW REQUIRES.**

### **Indemnification**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CREDIT UNION, ITS SERVICE PROVIDERS AND LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL COSTS, CLAIMS, LOSSES, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF THE SERVICES OR YOUR VIOLATION OF THIS AGREEMENT OR APPLICABLE LAW.**

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

This section applies only to transactions covered by this Agreement and that involve consumer Accounts.

You may call or write us at:

817.551.8495 or 800.235.6913

### **Mailing Address:**

Alcon Employees Federal Credit Union  
6201 South Freeway  
Fort Worth, Texas 76134

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

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

Tell us your name and Account number (if any).

Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing so that we receive it within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we are not required to provisionally credit your Account.

For errors involving new Accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to provisionally credit your Account for the amount you think is in error.

When the investigation is completed, we will make any necessary or appropriate adjustments to your Account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

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

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

We have the right to terminate this Agreement or a Service, suspend any one or more of the Services or change the scope and functionality of the Services at any time. We will ordinarily send you notice of any termination or suspension, but we are not required to do so unless applicable law requires such notice. Once we terminate this Agreement or suspend a Service, no further or pending transfers will be made with respect to this Agreement or the Service, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. You will be responsible for making alternate payment arrangements for any pending transfers or rescheduling the transfers if the Service is later reinstated and the transfers can still be scheduled. We may routinely terminate the Online Banking Services for members that have not used the Services within the first 90 days after activation or if the Services have been inactive for 90 days.

We also have the right to make changes, additions, or deletions to the terms in this Agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

You may terminate this Agreement at any time by notifying us in writing (email is not acceptable). However, any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we

have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

### **Additional Services**

We may introduce new Services or enhance the existing Services from time to time. We will notify you when these new or enhanced Services are available. By using new Services when they become available, you acknowledge and agree that those Services are governed by this Agreement and any additional terms we may provide to you.

### **Waivers**

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

### **Notices and Communications**

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

### **Recording**

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

### **Attorney's Fees**

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

### **Law That Applies**

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

### **Severability**

If any provision of this Agreement is determined to be invalid, against public policy, or otherwise unenforceable, such provision shall be deemed to be restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect.

### **Signatures**

By performing any of the following actions, you agree to be bound by this Agreement (to the extent applicable as provided in this Agreement) and any additional terms, conditions, or instructions provided to you in connection with a Service:

Requesting, enrolling in or using our Online Banking Services to perform any transactions.  
Authorizing another individual to use our Online Banking Services or giving your Access Code to another individual.

Physically signing this Agreement.

Completing a separate electronic consent form to receive disclosures and enter into this Agreement electronically.

Your electronic consent or use of our Online Banking Services has the same effect as if you had signed this Agreement with your physical signature.

Your physical signature, electronic consent, or use of our Online Banking Services is also your acknowledgement that you have received a copy of this Agreement in paper form, or if you have provided a separate electronic consent, in electronic form, and any additional terms, conditions, and instructions provided in connection with a Service. If you are offered or provided an electronic copy of this Agreement but would like to have a paper copy, please contact us by calling or writing:

817.551.8495 or 800.235.6913

### **Mailing Address:**

Alcon Employees Federal Credit Union  
6201 South Freeway  
Fort Worth, Texas 76134

