

University of Nebraska Federal Credit Union

Digital Banking Terms & Conditions

The University of Nebraska Federal Credit Union (NUFCU) provides free access to all accounts via Online Banking on the Internet. This access will make it easy for you to bank online anytime, anywhere. Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

Definitions

Agreement: The terms for using Online Banking contained within this document.

Online Banking: Access to your NUFCU accounts via the Internet to perform inquiries and transactions.

Account(s): Means any NUFCU account in which you are either the owner or joint owner.

You, your and yours: Means the owner/joint owner using the service.

We, our, us, and NUFCU: Means University of Nebraska Federal Credit Union.

Password: Personal account access password known only to you.

The captions of sections below are for convenience only and do not control or affect the meaning of this Agreement.

Acceptance of the Agreement

When you use any of the Online Banking services described in this Agreement or authorize others to use them, you agree to the terms and conditions of this entire agreement.

Required Equipment

In order to use the Online Banking service: You need a computer or other internet enabled device, an internet service provider, a web browser, a username and a password. You are responsible for the installation, maintenance, and operation of your computer, web browser and any software. It is recommended that you utilize the latest release of web browser for optimum security features for accessing Online Banking.

Disclaimers

NUFCU is not responsible for any errors, failures from any malfunction of your computer/browser or software, any virus or related problems that may be associated with use of any on-line system. NUFCU reserves the right to deny access to any deposit or loan account or to deny transactions under certain circumstances. Unless otherwise required by law, in no event will NUFCU be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damage.

Account Access/Limitations of Transfers

You may use Online Banking to:

- Transfer funds between your accounts.
- Obtain account balances.
- Obtain history and transaction information on your deposit accounts.

- Obtain history and balance information on your loan accounts.
- Advance funds from certain loan accounts.
- Review electronic statements.
- Pay bills to companies or individuals using our bill pay service.
- Make payments on your loans.
- Download account information into financial software.
- Review dividend and interest information.
- Perform account self-service, such as re-ordering checks, changing your username, password, address or email address.

Bill Payments

Please see separate disclosure for Bill Payment Product

Account Alerts

We allow you to choose alert messages for your accounts. We may add new alert options from time to time, or cancel old alerts. Each alert has different options to select from. The alerts will be sent to the email address you have provided. You are responsible for informing us when your email address changes. You agree that we will not be liable for any delays, failure to deliver, or the misdirected delivery of any alert; for any errors in the content of an alert, or for any actions taken or not taken by you or a third party in reliance of an alert.

We will do our best to provide the alerts in a timely manner with accurate information. We neither guarantee the delivery or accuracy of the contents of any alert. Your account alerts may contain some information about your accounts and anyone with access to your email will be able to view the contents of these un-encrypted alerts.

Transfers

Transfers may be done within your account. Transfers will occur at the time you enter them.

Your ability to transfer funds between certain types of accounts is limited by federal law and your deposit agreement with NUFCU. You should refer to the deposit agreement for legal restrictions. Transfers made using the Online Banking service are counted against the permissible number of transfers described in the Membership Agreement.

You may not transfer more than the available funds in your account on the day the transfer takes place. If you do not have sufficient funds in your account, you are responsible for making alternate arrangements or rescheduling the transfer within Online Banking.

Security and Your Password

Your online security is a top priority with NUFCU. For that reason, the security information below has been chosen by us to protect your accounts and information against unauthorized access.

To protect your information, we require a 128-bit encryption level to access your accounts. If you are unsure of your encryption level, please check your web browser information. If you determine that your browser does not support 128-bit encryption, you will need to download the latest version of your web browser in order to access the secure pages of the website.

We also have implemented additional security levels that require you to authenticate yourself by more than one method. This additional authentication will provide additional security protection

that will prevent access to your information by others. These methods are 1) Multifactor Authentication 2) your Online Banking username and 3) your Online Banking password. The password may be between 8-32 alpha-numeric digits to provide additional security. If you think your password or username(s) may have been compromised, you must contact NUFCU immediately to have your username reset. If you lose or forget your password, contact NUFCU so that we may reset your password or use Forgot My Password link. Never give your password or username(s) to anyone via phone, email or any unsolicited manner. NUFCU will never ask for your personal private information in this manner. If you suspect that you may have given your information to someone erroneously, please contact us immediately so we may help you protect your information.

Multiple attempts at logging in with a wrong password will lock your access to your Online Banking accounts. If this occurs, you may call us and with the proper authentication, we will reset you for continued use.

For security purposes your session will automatically close after 15 minutes of inactivity.

The credit union suggests that you do not share your username and password with anyone. If you give someone your username and password, you are authorizing that person to use your service and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even transactions you did not intend or want performed will be considered authorized transactions.

Your Email Address

From time to time, we may send messages to your external email address. If, for any reason your external email address changes or becomes disabled, please contact NUFCU immediately (via secure message, online banking forms, in person, or by phone or by mail) to inform us of the change and allow you to receive account alerts or responses to member service issues.

Joint Accounts

If your Online Banking service is used on one or more joint accounts, we may act on verbal, written or electronic instructions of any authorized signer. Joint accounts using the same username will be identified as one service.

Data Recording

When you access Online Banking to conduct transactions, the information you enter may be recorded in a secure manner. By using Online Banking, you consent to such recording.

No Signature Required

When using Online Banking to conduct transactions, you agree that we may debit your account to complete the transactions or honor debits you have not signed.

Disclosure of Account Information to Third Parties

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

- When it is necessary to complete or investigate or resolve a problem with a transfer or payment;
- In order to verify the existence and conditions of your account to a third party, such as a credit bureau;
- In order to comply with government agency or court orders, or in connection with fraud prevention or an investigation;

- If you give us permission;
- With our affiliates as permitted under Federal and applicable state laws; or
- On a closed account, if we reasonably believe you have mishandled it

For more information about our privacy or security practices, go to our website at www.nufcu.org.

Account Statements

We show any transactions that occur within Online Banking on your monthly or periodic statements. A description of each transaction, the date and the amount of the transaction will appear on your statement.

Termination or Discontinuation

Termination of Online Banking by you is done by not accessing or using the service. You do not need to contact the credit union. You continue to be liable and obligated under this agreement if any transactions or payments you have previously authorized or instructed to be completed prior to discontinuing usage, are completed. If you wish, you can notify NUFUCU and we will terminate your online banking service upon your request.

NUFCU may suspend or terminate Online Banking access at its discretion on any account. NUFUCU may change the options or services within Online Banking without advance notice.

Disputes

In the event of a dispute regarding any transactions occurring within Online Banking, you and NUFUCU agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the Agreement between you and NUFUCU, which supersedes any proposal or prior agreement, oral or written, and any other communication between you and NUFUCU relating to the subject matter of this Agreement. If there is a conflict between what one of the credit union's employees says and the terms of this Agreement, the terms of the Agreement will supersede.

Contact us immediately if you think:

- Your statement or transaction record is wrong
- You need more information about a transaction listed on your statement
- An unauthorized person has discovered your Online Banking password
- Someone has transferred or may transfer money from your account without your permission
- Bill payment transactions have been made without your authorization

We must hear from you no later than 60 days after we have sent you the first statement on which the problem or error appeared. If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) credit union business days (Online Banking members may use secure messaging).

When you contact us provide the following information:

- Your name and account number
- The date and dollar amount of the transaction in question
- The name of the payee if the transaction in question is a payment
- The transaction confirmation number assigned by Online Banking, if available
- A description of the transaction about which you are unsure

Please explain as clearly as you can why you believe there is an error or why you need more information.

We will tell you the results of our investigation within 10 business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 credit union business days for the amount you think is in error, so that you 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 your letter in 10 credit union business days, we reserve the right not to provisionally credit your account. If we conclude there was no error, we will send you a written explanation within three (3) credit union business days after we complete our investigation. You may request copies of the documents that we used in our investigation.

If you do not contact us within 60 days after the statement showing the transaction is mailed to you, you may not get back any of the money you lost from any unauthorized transactions.

NUFCU
1720 P Street
Lincoln, NE 68508
402-472-2087 or 1-800-875-5933
Email: info@nufcu.org (don't send sensitive information here)
www.nufcu.org

Your Responsibilities

Review your account statements from NUFCU upon receipt. If you notice anything that you suspect you did not authorize, contact us within 60 days of the statement receipt on which the item appears. If you do not notify us within 60 days, you may not be reimbursed. See your Membership Agreement for specific terms.

If you share your Online Banking username and password with anyone, all transactions they initiate with the information you provided to them are considered as authorized by you, even transactions you did not intend for them to make.

Log out of your browser when you are finished with each Online Banking session. For security, you will automatically be logged out of Online Banking after 15 minutes of inactivity.

For security purposes, we suggest that you do not allow your computer to remember your password. If you choose to register your computer for this purpose, please register only your personal, private, home owned computer, not a public one.

If you utilize purchased financial management software from a software vendor, you will need to seek assistance from them with problems you encounter in the downloading of information from Online Banking.

Maintain a current email address with us. This address may be used to contact you in the event of inability to contact you in other conventional methods. You may request changes to the email address by completing the email change form within Online Banking. Failure to maintain a current email or mailing address may result in Online Banking privileges being cancelled.

Our Responsibilities

Provide you with a secure, easy to use and dependable Online Banking service.

We will provide you support and assistance with problems you encounter in your use of Online Banking. To provide the transactions you authorize within Online Banking in a timely manner as disclosed in the Account Access/Limitations of Transfers and Transfers sections.

The tools and services within Online Banking are meant as aids to assist you in managing your accounts with NUFCU. They are not intended to give legal, tax or financial advice.

We may terminate your participation in Online Banking for any reason, including inactivity, or account misuse at any time. We will try to notify you in advance, but we are not obligated to do so.

We will never contact you by phone or by email and request your Online Banking password. If you are contacted by anyone requesting this information, please contact us immediately by calling 402-472-2087 or 1-800-875-5933.

Changes to the Agreement

Changes to this agreement may be revised at any time, effective upon posting the revised agreement to the Online Banking site. Continued use of Online Banking after posting of a revised Agreement constitutes acceptance of the revised terms and conditions of the Agreement.

ELECTRONIC FUNDS TRANSFER DISCLOSURE

This disclosure only applies to consumer accounts established primarily for personal, family or household purposes. Any reference to "Us" or "We" refers to the University of Nebraska Federal Credit Union, its agents and affiliates. Any reference to "You" and "Your" refers to the account holding member, any joint account holders and account beneficiaries.

General Information.

Telephone number. When We suggest or require You to call Us, the telephone number to call is 402-472-2087, or toll free at 800-875-5933.

Address. When We suggest or require You to write Us, the address to write Us at is:

University of Nebraska Federal Credit Union
Payment Services
P.O. Box 82847
Lincoln, NE 68501-2847

Business Days. For purposes of these disclosures, our business days are Monday through Friday, except when those days are holidays observed by the Federal Reserve Board, and even though some of our offices may be open on Saturdays or Sundays.

Types of Electronic Funds Transfers.

Electronic fund transfers can be made to or from the deposit Accounts that You have with Us (Account) by: (1) preauthorized transfers, (2) electronic check conversions, (3) telephone transfers, (4) on-line transfers or bill payment through the use of our internet banking services, (5) transactions to other payees You have initiated via the Internet or telephone, (6) transactions initiated at automated teller machines (ATMs) through the use of an ATM card or Debit Card (Card) (7) transactions initiated through mobile banking app and (8) transactions initiated at selected network Point of Sale (POS) terminals through the use of Your Card. The important information and disclosures set forth below apply to such electronic fund transfers, the accounts to which they are made and to Your Card.

Preauthorized Transfers.

You may authorize payments of specific amounts to be made from Your Account directly by Us to third parties on a continuing periodic basis. To arrange for this service, You should contact the person or company You will be paying. A preauthorized transfer will continue to be made from the Account in the same amount and frequency as initially established until You terminate the preauthorized transfer instructions with the person or company whom You have been paying.

Notice of varying amounts. If these regular payments may vary in amount, the person You are going to pay should tell You, 10 days before each payment, when it will be made and how much it will be.

Right to stop payment and procedure for doing so. If You have told Us in advance to make regular payments out of Your Account, You can stop any of these payments. You can do so by calling Us or writing Us.

You must contact Us with enough advance notice to receive Your request 3 business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. A fee may apply.

Liability for failure to stop payment of preauthorized transfer. If You order Us to stop one of these payments 3 business days or more before the transfer is scheduled, and We do not do so, We will be liable for Your losses or damages.

Preauthorized credits. If You have arranged to have direct deposits made to Your Account at least once every 60 days from the same person or company, You can call Us to find out whether or not the deposit has been made.

Electronic check conversion.

You may authorize a merchant or other payee to make a one-time electronic payment from Your Checking Account using information from Your check to:

- (i) Pay for purchases.
- (ii) Pay bills.

Telephone Transfers, Internet Services, Bill Pay and Mobile Banking.

More information about these services will be provided at the time You enroll or begin using them.

Transactions initiated via the Internet, Mobile Banking or Telephone.

You may authorize a third party to initiate an individual payment in a specific amount from Your Account by providing Your Account information and authorization to such third party via the Internet, Mobile Banking or via Telephone. Any payment so authorized will be subject to sufficient funds being available in the designated Account.

Card.

You may use Your Card to perform the following transactions at an ATM:

- (i) Withdraw cash from Your checking or savings Account,
- (ii) Transfer funds between Your checking and savings Accounts whenever You request,
- (iii) Deposit funds into Your checking and savings Account at foreign ATMs that would accept your deposits, and
- (iv) Inquire as to Your Account balance(s).

Some of these services may not be available at all ATMs.

You may also use Your Card to pay, at POS terminals, for the purchase of goods and services at any merchant that has agreed to accept the Card.

Limitations.

The following limitations apply to all electronic funds transfers. There is no limit on transfers unless stated below. For security reasons, there may be limits on the number of transfers You can make using our ATMs, bill payment service, and POS transactions.

Limitations on dollar amounts of transfers.

- (i) You may withdraw, in aggregate, up to \$500 from ATMs each day.
- (ii) You may purchase up to \$5000 worth of goods or services each day in our POS transactions.

Your Liability.

Tell Us AT ONCE if You believe Your Card or the Personal Identification Number (PIN) used to access Your Account using the Card, has been lost or stolen, or if You believe that an electronic fund transfer has been made without Your permission using information from Your check.

Telephoning is the best way of keeping Your possible losses down. You could lose all the

money in Your Account (plus Your maximum overdraft line of credit). If You tell Us within 2 business days after You learn of the loss or theft of Your Card and/or PIN, You can lose no more than \$50 if someone used Your card without Your permission. If You do NOT tell Us within 2 business days after You learn of the loss or theft of Your Card and/or PIN, and We can prove We could have stopped someone from using Your Card without Your permission if You had told Us, You could lose as much as \$500.

Also, if Your statement shows transfers that You did not make, including those made by Card, PIN or other means, tell Us AT ONCE. If You do not tell Us within 60 days after the statement was mailed to You, You may not get back any money You 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 a hospital stay) kept You from telling Us, We will extend the time periods.

If You believe Your Card and/or PIN has been lost or stolen, call or write Us. You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

Additional Disclosures.

Confidentiality.

We will disclose information to third parties about Your Account or the transfers You make:

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

Documentation.

You can get a receipt at the time You make any transfer to or from Your Account using one of our ATMs and POS terminals, except that some merchants may not provide receipts for small transactions \$15 and under.

Periodic Statements. You will get a monthly account statement (unless there are no transfers in a particular month. In any case You will get the statement at least quarterly).

Our Liability. If We do not complete a transfer to or from Your Account on time or in the correct amount according to our agreement with You, We will be liable for Your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of Ours, You do not have enough money in Your Account to make the transfer.
- (2) If the transfer would go over the credit limit on Your overdraft line.
- (3) If the automated teller machine where You are making the transfer does not have enough cash.
- (4) If the system was not working properly and You knew about the breakdown when You started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that We have taken.
- (6) There may be other exceptions stated in our agreement with You.

Error Resolution Notice

In case of Errors or Questions About Your Electronic Transfers. Call Us or write Us if You think Your statement or receipt is wrong or if You need more information about a transfer listed on the statement or receipt. We must hear from You no later than 60 days after We sent the FIRST statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number (if any).
- (2) Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- (3) 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 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 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 may not credit Your Account.

For errors involving new Accounts, POS, 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 credit Your Account for the amount You think is in error.

We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation.