

## HOME BANKING DISCLOSURE

### **Introduction:**

This page explains the terms and conditions for using our Home Banking Service and provides certain disclosures and information to you concerning the service. Each of your accounts at Nascoga Federal Credit Union is also governed by the applicable account disclosure/agreement and Truth In Savings disclosure you received when you opened your account.

### **How To Access Your Accounts:**

To access your accounts through our Home Banking service, you must have your account number and an Home Banking password. This information is requested when you enter our Home Banking pages.

The password that is used to gain access to your information should be kept confidential, just as you would keep other PIN numbers and security codes confidential. For your protection we recommend that you change your Home Banking access password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you share your password with the joint owner of your account, or your spouse, or any other individual who is not a joint owner, he or she will have full access to ALL share and loan account information, and be able to initiate transactions available through this service. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money between your accounts without your permission, notify Nascoga Federal Credit Union at once at (940) 665-1797.

You cannot use E-mail to initiate transactions, change information or inquire on your account(s). We will not respond to these types of requests via E-mail since we cannot be certain we are corresponding with you. Please use the appropriate functions within our Home Banking service, call (940) 665-1797 or visit the credit union for these functions.

### **Fees:**

There is currently no fee for accessing your account(s) through our Internet Home Banking service. We reserve the right to impose / change the fee amount, if necessary, after providing 30 days notice to all users at the Home Banking login page and/or e-mail address.

Your internet service provider (ISP) probably charges you a fee to access the internet via its server. We have no control over ISP related fees.

### **Available Services and Limitations:**

The following functions may be performed by members through the service:

*Transfers:* You may transfer funds between your Share Accounts as the account agreements may allow. Transfers done through the service should post immediately to your account.

*Account Balances:* You may view your share and loan account balances. The main credit union computer system is connected to the internet, but it is possible that some transactions that affect these balances, and have been processed by the credit union, are not yet included in the balance at the time you view it. In addition, there may be drafts written against your balance, or other electronic items such as debit card transactions, that have not yet been presented to the credit union for payment.

*Transaction History:* You may view the transaction history for any loan or share account. The main credit union computer system is connected to the Internet, but it is possible that some transactions are not yet included in the history at the time you view it even though they may have been processed by the credit union.

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The main credit union computer system is always the official record of account history. The Home Banking service may be updated several times per day for your convenience in viewing account activity.

**Download Transactions:** You may download transactions in various formats (as available on our site) for import into personal financial software programs.

**Password Changes:** If you are a Home Banking user, you may change your password at any time from within the Home Banking section. For your protection we recommend that you change your Home Banking password regularly.

**Opt in Email:** You can request that we keep you informed via email regarding specials and/or promotions at the credit union.

**Transaction Search:** You may search for drafts and other transactions that have cleared your account. You may also list clearings by date, cleared check number, transaction description or other means. The oldest transaction available will vary, but dates will go back, at a minimum, to your last regular statement date.

The information regarding your account balances on this website is provided to you as a courtesy pursuant to your request. For members that have filed a petition seeking bankruptcy protection under any chapter of the U.S. Bankruptcy Code, no demand for payment is hereby made, and the information provided is not to be construed as an attempt to collect or recover any claim or debt in violation of the provisions of 11 U.S.C. Section 362.

#### **Additional Services:**

From time to time, we will announce additional services, which are available through our Home Banking. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.

We reserve the right to limit access or cancel on-line access at any time.

#### **Business Day:**

Our business days are Monday through Saturday. Transactions requested on Sunday or holidays could be processed on the next business day.

#### **Operating Systems and Security:**

Our Home Banking site is designed to operate using world wide web technologies and protocols, which are adaptable to a wide range of systems. The Home Banking section uses SSL encryption and requires a browser with a current (unexpired) Thawte Root CA Security Certificate. Some older browsers may not be able to connect to the site without first updating the browser security certificate. Our server uses 40 to 128 bit encryption, depending on the user's browser.

We use cookies to help us administer the Home Banking section. Some browsers allow you to reject cookies from servers. If you don't allow us to set a cookie upon entering the site, you will not be able to log in. The cookie we set contains information we need for security, and allows us to 'time out' your authority to view information. We place the cookie with instructions that it can only be sent to a server in our Home Banking domain (vbwebservice.com). A cookie cannot be used to extract data from your PC. We do not store your Access Code, User Id or Password in your cookie.

The cookie we set will 'time out' your access authority to our Home Banking section. Until it times out, you can come back to our Home Banking without logging in. After the time out period, you will need to log in

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again. Remember, most browsers will let you use a BACK button to view previously visited documents, even if your viewing authority has expired. For this reason, the only way to keep others from viewing your account balance is to exit the browser when you are finished with your session. This is especially important if you are using a public or shared computer.

**Protecting Children's Online Privacy:**

We do not knowingly collect, nor is our Home Banking site designed or directed, to use personal information from children under the age of 13 without containing verifiable consent from their parents. Should a child whom we know to be under the age of 13 send personal information to us, we will only use that information to respond directly to that child, seek parental consent or provide parental notice.

**Privacy:**

Our Home Banking database is a private system operated for the exclusive use of our members. We use SSL encryption and digital server authentication to insure the privacy of your information when sending data between our Home Banking server and your PC.

All Home Banking logins are logged by the server. For authenticated members who use Home Banking, we collect and store certain information such as how often you visit the Home Banking section, dates and times of visits and which pages are being used. We use this information for internal review and product evaluation only. We never sell, transfer or trade this information unless we are compelled to do so by law.

We may gather and store additional information available to us on failed login attempts and other activity we consider a threat to our system. In these cases, we will share this information with other companies, agencies and law enforcement officials as we see fit.

**Liability for Unauthorized Transfers:**

Tell us AT ONCE if you believe your password has been lost or stolen and immediately change your password from within the Home Banking section. Calling is the best way to notify us immediately. You could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your password without your permission.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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 kept you from telling us, we will extend the time periods.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(940) 665-1797

or write:

Nascoga Federal Credit Union  
1312 Lawrence Street, Gainesville, TX 76240

**Statements:**

All transactions generated by you through our Home Banking service and any Home Banking fees will appear on your monthly or quarterly statement.

**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/disclosure with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

If, through no fault of ours, you do not have enough money in your account to make the transfer;

If the Home Banking equipment or software was not working properly and you knew about the breakdown when you started the transfer;

If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.

We shall not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or the Home Banking service, nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or service, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchantability.

**Errors and Questions:**

In case of errors or questions about your electronic transfers, telephone us at (940) 665-1797, or write us at 1312 Lawrence Street, Gainesville, TX 76240 as soon as you can. We must hear from you no later than sixty (60) days after you learn of the error. You will need to tell us:

Your name and account number;

Why you believe there is an error and the dollar amount involved;

Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days and correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint, but you will have the use of the funds in question after the ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account during the investigation.

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

If you need more information about our error resolution procedures, call us at the telephone number shown above.