

Online, Mobile and E-Sign Consent Agreement

Together Credit Union

Electronic Signatures in Global and National Commerce (E-SIGN)
Electronic Funds Transfer Disclosure

This Agreement provides information about Together Credit Union's OnlineAccess Service and MobileAccess+ Service (collectively, the "Digital Services") and contains the disclosures required by the Electronic Funds Transfer Act and the E-SIGN Act.

For the purpose of this Agreement, "I", "me", and "mine" shall refer to each Member who is eligible for and uses the Digital Services. "You" or "Credit Union" shall refer to Together Credit Union where the Member has the accounts accessed through the Digital Services. All references to time of day in this Agreement refer to Central Standard Time.

Except as set forth in this Agreement, or in any later agreement concerning the Digital Services, my membership agreement and other disclosures and agreements for accounts previously given to me (including the Regulation E Section and its liability provisions) will govern all transactions made on the Digital Services. All funds transferred from a loan account will be subject to the applicable loan agreement for accessing proceeds and secured by any security agreement for accessing my loan proceeds.

For full terms and conditions of the Electronic Fund Transfers Agreement and Disclosure, please click [here](#). For the current Service Charge and Fee Schedule, click [here](#).

A. Eligibility for Digital Services and Optional Bill Payment Service

I understand that in order to use the Digital Services, I must have an account in good standing. I may become eligible for the Digital Services bill paying service by completing and submitting an application. Applications can be obtained online via the OnlineAccess service.

B. General Information about Digital Services

I may use the Digital Services to (1) check account balances, (2) transfer money from a savings or checking account or make a payment on a credit union loan, (3) check the history on my accounts, (4) download account history to hard drive or to financial software such as Quicken or Quickbooks, (5) pay bills to eligible payees that accept online payments with the Digital Services' bill payment service, (6) access my account statements (eStatements), (7) transfer money to and from an external account owned and validated by me, and (8) deposit checks via the eDeposit service. The Digital Services may be temporarily unavailable due to Credit Union record updating, system maintenance, or technical difficulties. Each service is discussed further in this Agreement and the Bill Payment Agreement and Disclosure. I authorize you to charge my designated account(s) for any transactions through the use of the Digital Services and/or its bill payment service, including any recurring payment I make.

C. Account Information

Initial access to my account will be by means of my Credit Union base account number and my personal information as the account holder. I must change my username online to be other than my base account number and my password online to be other than my base account number, and understand that if I do so, I will use both alpha and numeric characters totaling at least 8 positions. I understand this is my responsibility and that the Credit Union will not dictate any specific configuration as I choose my username and password other than as specified above. I understand that if I wish a joint owner of my account to have access to the account, he/she must

use the same username and password I use. I agree not to give my base account number, username, PIN, or password (“Login Credentials”) to any person not authorized to have access to my account. I understand that if I give my Login Credentials to a person or entity not authorized to have access to my account, I will be liable for any transactions that person or entity conducts on my accounts.

D. Conducting Business Electronically

By accepting this Agreement, I understand that I will be conducting business with the Credit Union electronically, and I am consenting to receive, review, and retain communications and disclosures, periodic statements, notices, terms and conditions (“required disclosures”), related to the opening and ongoing maintenance of the account(s) I access electronically. The specific documents and disclosures will be provided electronically following my acceptance of this Agreement. This consent applies to the documents accompanying this Consent and all future documents provided by the Credit Union using the Digital Services. I understand these documents may not be mailed to me, unless I specifically request it. To request a paper copy of any disclosure, notice or other document, I should contact my local branch or your contact center at (800) 325-9905 or write to E-Services, Together Credit Union, 423 Lynch Street, St. Louis, MO 63118.

I understand that I have the option to be provided with documents in paper or non-electronic form. By using the Digital Services to receive, review, and retain a document, I agree to receive such document in electronic format. I acknowledge that I have the ability to download and retain any document sent to me through the Digital Services.

Upon request, paper copies will be mailed to my address on file. With the exception of documents such as copies of checks or other items, copies of disclosures and other notices will be mailed at no charge (I will contact the Credit Union at the above telephone number or see Together Credit Union [Service Charge and Fee Schedule](#) for specific charges). I can also print any document I view under this Agreement.

I understand the communications and required disclosures related to the ongoing maintenance of my account(s) will be available on the Credit Union’s web sites. All communications, notices, and disclosures will be delivered as a printable web page or in Portable Document Format (“PDF”).

The disclosures I may receive electronically include, but are not limited to the following:

- Periodic Statements (“eStatements”)
- Membership Agreement and Disclosures
- Privacy Policy Notice
- Notification of any changes in the terms of my account(s)
- Notification of any changes in the terms of any agreements I have with the Credit Union, including this Agreement, the Electronic Fund Transfer Agreement and Disclosure, or other account or services agreement.
- Maturity / Expiration Notices
- Notices under the Electronic Fund Transfer or Truth in Lending Acts related to dispute or error resolution
- Regulatory disclosures
- Other notices you are required to provide

I understand the Credit Union will communicate with me at the email address I provide. I agree to provide and maintain a valid, active email address with the Credit Union at which I can receive

and view emails. I understand the Credit Union is not liable for any third-party fees, other legal liability or any other issues or liabilities arising from emails being sent to an invalid or inactive email address that I have provided. Once provided, I understand I may update my email address, mailing address, and phone number in the My Settings area of OnlineAccess or MobileAccess+ or by visiting a Credit Union branch.

By using the Digital Services to electronically receive, review, and retain a document sent using the Digital Services, I confirm that I have the required hardware and software to use the Digital Services, and can view, download and retain such document. In addition, I affirm that I can access, read, electronically save, and retain this Consent.

I may update my contact information, including information needed to contact me electronically, by notifying the Credit Union of such updated information (visit www.togethercu.org for locations and contact information).

E. Electronic Mail (e-mail)

If I send the Credit Union an e-mail message, it will be deemed received on the following business day. I should not rely on e-mail if I need to report an unauthorized transaction from one of my accounts or if I need to stop a payment that is scheduled to occur, but will contact you according to instructions in Section L. I understand that e-mail messages may not be secure. Therefore, I will not send or ask for sensitive information such as account numbers, password, account information, etc., via any general or public e-mail system.

F. System Requirements to Access Information

I understand in order to use the Digital Services, I must have Internet access through an Internet Provider and Internet Browser software. I understand that the Credit Union does not make any warranties on equipment, hardware, software or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, and warranties of merchantability or fitness for a particular purpose. The Credit Union is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, or the Digital Services or the use thereof or arising in any way out of the installation, use or maintenance of my personal computer hardware, software or other equipment.

If there is a change in any hardware or software requirements that will not allow me to access or retain an electronic record of the transaction, the Credit Union will provide me with the revised hardware and software requirements.

I understand I must confirm my computer or electronic device meets the specifications and requirements listed below, and permits me to use OnlineAccess to access and retain the disclosures and notices electronically. I understand that my security settings must be enabled to allow per session cookies. The Credit Union's hosted web sites and web-based applications support the following operating systems and browsers:

- Windows 8 and higher
- Macintosh OS current version and two previous versions
- Microsoft Internet Explorer 11
- Firefox, Google Chrome, or Safari current version and two previous versions
- iOS 12.2 and higher
- Android 8.0 and higher

G. Opening and Saving PDFs

To open and save PDF files, I understand I must install PDF Reader software. Free PDF Readers are available online and in most internet browsers. A popular reader can be found at <https://get.adobe.com/reader>. Together Credit Union's hosted web sites and web-based applications support Adobe Reader versions 10.0 and higher.

H. Withdrawal of Electronic Acceptance of Disclosures and Notices

If I do not accept this Agreement, I understand I should not click the "I Agree" check box, and I will not be able to access my account online. I understand that I may withdraw my consent to receive electronic notices and disclosures by contacting the Credit Union via the eStatements area of OnlineAccess, via e-mail at mbrsupport@togethercu.org, or I may call (800) 325-9905, or write to: E-Services, Together Credit Union, 423 Lynch Street, St. Louis, MO 63118.

I. eAlerts (Online Account Notices)

By accepting this Agreement, I agree to receive periodic account notices online through eAlerts (i.e.: NSF, Paid-NSF and Overdraft Transfer notices). These eAlerts may include information concerning my deposit accounts and/or loan and credit card accounts with the Credit Union. I understand the Credit Union will send me an email to the address I specify in OnlineAccess My Settings to advise me when an eAlert is available for one of my accounts. I agree to provide and maintain a valid, active email address with the Credit Union at which I can receive and view emails. I understand the Credit Union is not liable for any third-party fees, other legal liability or any other issues or liabilities arising from eAlerts being sent to an invalid or inactive email address that I have provided.

I understand that it is my responsibility to maintain proper equipment and meet the minimum system requirements as detailed in Section F.

I understand that I will not receive periodic account notices via U.S. mail unless they are not available in electronic format.

J. Statements

I will receive a statement each month unless there has been no activity. In any case, the Credit Union will issue a statement quarterly. All transactions generated by me through the Digital Services will appear on my monthly or quarterly statement. No other receipts will be sent.

K. Transfer Between Credit Union Accounts

I may designate accounts at the Credit Union between which I may transfer funds electronically through the Digital Services. I authorize you to transfer funds electronically between my designated account(s) according to my instructions initiated through the Digital Services. All transfer transactions are immediately deducted from my account. Each of these accounts must be in my name. I may designate accounts at the Credit Union in which to transfer funds, not in my name, provided all account owners (jointly held or otherwise) execute an agreement with the Credit Union acknowledging the processing of intra Credit Union transfers. Intra Credit Union transfer agreements can be obtained by contacting the Credit Union.

I understand that under Federal Reserve Board Regulation D, I am permitted to make no more than six (6) transfers or withdrawals from a savings or money market account per month (not counting ATM and teller transactions). Digital Services transfers are counted toward the six total permitted transfers or withdrawals. If I exceed the limit, you may restrict the savings or money market account and/or may transfer the funds to my checking account. Further explanations of these restrictions are available from the Credit Union.

L. Liability for Unauthorized Transfers

I will tell you at once if I believe my PIN and/or password has been lost or stolen. Telephoning is the best way of keeping my losses down. If I notify you of the loss or theft of my PIN and/or password within 2 business days after I learn of it, my loss will be limited to \$50 if someone uses my PIN and/or password without my permission. If I fail to tell the Credit Union within 2 business days and you can prove you could have stopped someone from using my PIN and/or password without my permission had I told you, I could lose as much as \$500. Also, if my statement shows transfers I did not make, I should tell you at once. I have 60 days after my statement is sent to me to tell the Credit Union of any transfers I did not make. If I fail to notify you within 60 days, I may not get my money back if you can prove that you could have stopped someone from taking my money had I told you in time. I understand you may extend this period if I can provide a good reason (such as a long trip or hospital stay) for not notifying you sooner.

If I believe my PIN and/or password has been lost or stolen or that someone has transferred or may transfer money from my account without my permission, I should call (800)325-9905 between 8:00 a.m. and 5:00 p.m., Central Time, Monday through Friday, or write to E-Services, Together Credit Union, 423 Lynch Street, St. Louis, MO 63118.

M. Credit Union's Liability

If the Credit Union does not complete a transaction for which I receive a confirmation number or it is not completed for the correct amount, it will be liable for my reasonable losses or damages. However, there are some exceptions: 1) If, through no fault of yours, I do not have sufficient funds in my account. 2) If the transfer would exceed the credit limit on my line of credit. 3) If circumstances beyond the Credit Union's control (such as fire or flood) prevent the transfer despite reasonable precautions that it has taken.

N. Errors and Questions

In case of errors or questions about my electronic transfers, I should telephone you at (800)325-9905 or write to Together Credit Union, 423 Lynch Street, St. Louis, MO 63118, as soon as I can if I think my statement is wrong or if I need more information about a transfer listed on the statement. I must notify you no later than 60 days after you sent me the first statement on which the error or problem appeared. I will need to tell you:

- My name and account number;
- Why I believe there is an error and the dollar amount involved;
- Approximately when the error took place. If I tell you orally, you may require that I send my complaint or question in writing within ten (10) business days. You will tell me the results of your investigation within ten (10) business days and correct any error promptly. If you need more time, you may take up to 45 days to investigate (90 days if the transfer involved a new account, point-of-sale transaction or a foreign-initiated transfer). If you decide to do this, you will credit my account within 10 business days (5 business days for ATM or Visa check card point-of-sale transactions and 20 business days if the transfer involved a new account) for the amount I think is in error, so that I will have use of the money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within 10 business days, you may not credit my account. An account is considered a new account for the first 30 days after the first deposit is made, unless I already have an established account with you before this account is opened. You will tell me the results within three business days after completing your investigation. If you determine that there was no error, you will send me a written explanation within three (3) business days after you complete your investigation,

and you may reverse any temporary credits made to my account pending the completion of the investigation. I may ask for copies of the documents that were used in the investigation.

O. Third Party Disclosures

You will disclose information to third parties about my account or the transfers I make: 1) where it is necessary for completing transfers; 2) in order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; or 3) in order to comply with government agency or court orders.

P. Business Day

The Credit Union's business hours are Monday through Friday from 8:00a.m. to 5:00p.m. Central Time, except on the holidays it elects to remain closed.

Q. Business Services Members

If I am a Business Services Member, "Super User" or "Sub-User", I understand 1) all users given access, by the "Super User" to Bill Payment, may be able to add Payees and Make Payments without additional authorization, and 2) access to some features of the Digital Services, including but not limited to eStatements, External Transfers and ACH Client, may be limited by the Credit Union or the "Super User" assigned by the Business Services Member.

R. eDeposit - Online and Mobile

I understand the eDeposit services allow me to deposit checks into my eligible Credit Union accounts from a remote location by scanning the items with a TWAIN compliant flatbed scanner or with a compatible mobile device which then delivers the images and associated deposit information to the Credit Union electronically. I may use the eDeposit services only for personal or small-business use in accordance with the eDeposit Terms and Conditions. In order to use this Service, I must obtain and maintain, at my expense, compatible hardware. The Credit Union is not responsible for the functionality or maintenance of any third party hardware or software I may need to use the eDeposit services. By accepting this Agreement, I also agree to the eDeposit Terms and Conditions.

S. Shared Access Acknowledgment and Release of Claims

I understand that by sharing my Login Credentials or otherwise allowing a Third Party access to my account(s), the Credit Union's Digital Services will allow this Third Party access to all account information tied to my account. For example, if I intended to give a Third Party access to my checking account statements, the Third Party will also be able to view my loan(s), credit card, line-of-credit and other account information associated with my membership. I understand that you are unable to limit or otherwise restrict access of my account information once I provide my Login Credentials to any Third Party.

In addition, to the extent I have an ability to authorize online transfer of funds, draw down on any line-of-credit, home equity line-of-credit or other credit or loan facility with the Credit Union, a Third Party may also conduct the same type of transaction regardless of whether I authorized or approved this transaction. As a result, I may actually be liable to the Credit Union for transactions I did not approve or authorize.

I waive, relinquish and release you of claims, cause of action, damages, liabilities, suits, and losses of any kind or nature, whether in law or in equity, arising now or in the future as a result of me sharing my Login Credentials or otherwise allowing any Third Party access to my account(s). I understand and acknowledge that this waiver of claim is unusual and prospective in nature.

I agree that to the extent I have shared my Login Credentials with a Third Party and wish to subsequently revoke or deny a previously authorized Third Party access to my account, I will change my Login Credentials and notify the Credit Union in writing immediately, by writing to:

Together Credit Union
423 Lynch Street,
St. Louis, MO 63118
(800) 325-9905

T. Other Terms & Conditions

You may occasionally introduce new services to enhance the existing program. You shall notify me of these new enhanced services and by utilizing these services, I agree to be bound by the obligations and conditions concerning these services. In addition to the terms set forth in this Agreement, I agree to be bound by all the terms and conditions of any separate instructions that I may be provided with in conjunction with this system and any and all applicable state and federal laws and regulations.

You reserve the right to terminate my use of the OnlineAccess, MobileAccess+, or related services, in whole or part, at any time without prior notice.

This Agreement, any separate instructions, and the applicable fees and charges may be amended by you in the future. In the event of amendment, you shall send notice to me either by mail to my last known address or transmit such notice of the amendment over the Digital Services. My use of the Digital Services following the receipt of such notice constitutes acceptance of such amendment.

This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

Together Credit Union
423 Lynch Street, St. Louis, MO 63118
(314) 771-7700 or (800) 325-9905
E-mail: info@togethercu.org

11/2020

[BillPay Terms & Conditions](#) | [eDeposit Terms & Conditions](#)