



## GECU ONLINE AND MOBILE BANKING AGREEMENT

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This Online and Mobile Banking Agreement (“Agreement”) between GECU and you govern your use of the online and mobile banking services described herein. By using GECU Online Banking or authorizing any party to do so on your behalf, you agree that you are legally bound by and will abide by the terms and conditions of this Agreement. You further agree to follow all instructions provided by GECU via the GECU Online Banking website, the GECU website and/or GECU Mobile Banking Services. You acknowledge and agree that this Agreement is in addition to the terms and conditions contained in GECU’s other agreements with you governing your membership in GECU and your checking, savings and loan accounts accessible via GECU Online Banking services including, without limitation, the GECU Terms and Conditions, Member Services Fee Schedule, Rate Disclosure, Privacy Notice, Funds Availability Disclosure, Electronic Funds Transfer Disclosure, the membership and account agreement and any applicable loan addendums, credit agreements or notes, which are incorporated herein by reference.

You agree not to use GECU Online Banking to conduct any business, activity or solicit the performance of any activity that is prohibited by law, or any contractual provision by which you are bound. You agree to comply with all applicable laws and regulations in connection with GECU Online Banking.

### ONLINE ACCOUNT ACCESS

**1. Service Limitations.** Access to GECU Online Banking may not be available at times due to system maintenance or circumstances beyond our control. GECU will make reasonable efforts to ensure the availability of GECU Online Banking services; however, GECU is not liable for system unavailability or any consequential damages that may result thereon.

**2. Email Address.** You agree to notify us immediately of any changes in your email address.

**3. Enrollment for Online Banking.** Each owner or authorized signer on an account can enroll that account with GECU Online Banking. Online banking not available for individuals under 13 years old.

**4. Security and Use of Password.** You are required to select a password for use in connection with GECU Online Banking. Password must be a minimum of eight characters, using a mix of letters, numbers, or symbols. By accessing GECU Online Banking you agree to accept responsibility for protecting the integrity of your password and password reset information. The password is required for security purposes so that GECU can authenticate transfers and payments that you initiate through GECU Online Banking. Your password is confidential and you are responsible for the safekeeping of your password. You should not disclose your password to any other person or entity (unless that person is authorized to access your accounts) and you should not keep any notation of your password on or around your computer. If you authorize anyone to use your password that authority shall continue until you specifically revoke such authority by changing your password. You understand that if you disclose your password to anyone else you are authorizing that person to transfer and withdraw funds from any of your accounts that can accessed through that password, regardless of whether that person is otherwise authorized to perform those transactions by

any other means than GECU Online Banking; and you are fully responsible for the actions of such person including, without limitation, for any transfers or withdrawals from your accounts.

In order to help prevent unauthorized transactions and/or account access, you also agree to ensure the security of the personal computer (PC) you own and/or use to access the service. By securing the PC you own and/or use, we specifically mean installing antivirus software, a firewall, and spyware detection software on your PC, and keeping this security software current, or verifying that the above security software has been installed and is current. You also agree that GECU may revoke account access if unauthorized account access occurs as a result of your negligence in safeguarding that password and password reset information, or as a result of your negligence in ensuring the security of the personal computer you own and/or use to access the service, as described above.

If you believe someone has gained unauthorized access to your account or your password has been stolen, or if you believe that someone has transferred or may transfer money from your account by accessing your account without your permission, call during our operating hours toll-free 1-800-772-GECU (4328) nationwide or (915) 778-9221 in the El Paso area; or write: GECU, Attn: Contact Center, P.O. Box 20998, El Paso, TX 79998-0998;

**5. Online Banking Changes or Discontinuation.** We may amend these terms or modify GECU Online Banking at any time without notice, except as required by law. In order to maintain the security and integrity of GECU Online Banking, we may also suspend your access to GECU Online Banking at any time without notice or if you do not access your account via Online Banking for a consecutive period of 180 days. You agree that we will not be liable to you or any third party for any modification or discontinuance of GECU Online Banking.

#### **MOBILE BANKING SERVICES**

GECU Mobile Banking refers generally to any service allowing an existing member to access and view “Eligible Account(s)” from a cell phone or “mobile device”. In the event of any inconsistency between prior agreements applicable to the GECU Mobile Banking service and this Agreement, this Agreement shall apply. The service allows you to view balances and track recent account activity for your “Eligible Account(s)” from your mobile device and receive alerts for which you have subscribed. Access to and use of the GECU Mobile Banking service is subject to all applicable federal, state, and local laws and regulations. Unauthorized use of the GECU Mobile Banking service or information accessed via the GECU service is strictly prohibited.

The GECU Mobile Banking service includes

- Text Banking;
- Wireless Application Protocol (WAP); and
- Mobile Lending Application;

From time to time, GECU may develop additional Mobile Banking services. As such services are developed; you will have the opportunity to add them to your GECU Mobile Banking service, provided you have compatible wireless hardware and software.

GECU may at any time request the following from you in relation to your online or mobile banking activities: implementation of alternative risk control mechanisms or contact authorities when suspicious account activity or member security-related events occur.

You agree that when you use Mobile Banking services, you will remain subject to the terms and conditions of all existing agreements. You acknowledge that certain wireless service providers and/or wireless carriers may assess fees, limitations, and/or restrictions that might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with Mobile Banking, including downloading the software, receiving or sending Mobile Banking text messages, or other use of your wireless device when using the software or other products and services provided by Mobile Banking). You expressly agree that you are responsible for all such fees, limitations, and restrictions, and that we may contact you via your

wireless device for any purpose concerning your accounts at GECU, including account servicing and collection purposes.

You represent that you are the legal owner of the account and other financial information, which may be accessed via Mobile Banking. You represent and agree that all information you provide us in connection with Mobile Banking is accurate current, and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking services. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up-to-date, and accurate. You agree to keep your financial information secure even when using mobile features that allow you to access your account information without the use of log-in credentials.

**1. Mobile Registration.** You will download the GECU mobile application for your Apple or Android device and open it. At the log in screen you will click on “Sign Up” below the Log In button. This will take you to the sign up page where you will enter your name, account number, member number, and valid email address and pick your username and password. The system will check your information to make sure it matches our records and complete your registration.

**2. Biometrics.** Biometric technologies are used for consumer account authentication. A biometric identifier measures an individual’s unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint or iris pattern. A biometric identifier can be used as a single or multifactor process.

The strength of biometrics is related to the uniqueness of the physical characteristic selected for verification. Additional strengths are that biometrics do not rely on people to keep their biometric secret or physically secure their biometric. Biometrics is the only authentication methodology with these advantages.

**3. Touch ID and Fingerprint ID.** Touch ID and Fingerprint ID, services provided by Apple IOS and Android respectively, allow you to use your fingerprint to login securely instead of entering your user id and password. When Touch ID or Fingerprint ID authenticates a fingerprint registered to your device, a secure token is exchanged with the GECU Mobile App to permit access – GECU never receives or sees your fingerprint information. Your user id and password will not be stored on this device.

For information on how Apple and Google protect your fingerprint data, please see their respective privacy policies.

By enabling Touch ID or Fingerprint ID, every person with an enrolled fingerprint on this device will have access to your account, and may access your GECU accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities in the GECU Mobile App.

Enrolled fingerprints expand the number of persons who have access to your account regardless of the signers listed on your account agreement with GECU.

GECU ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED FINGERPRINTS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING TOUCH ID OR FINGERPRINT ID, GECU RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED FINGERPRINT HAS PROPER AUTHORITY.

**4. Mobile Deposits.** Mobile Deposit is designed to allow you to make deposits of certain checks (“original checks”) to certain deposit accounts at the credit union from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information (“images”) to us or our processor with your Mobile Device. After you login to Mobile Banking, you may enroll for Mobile Deposit.

Limits. We may establish limits on the dollar amount and/or number of items or deposits and modify such limits from time to time at our discretion. There are no limitations to the number of times you may deposit via Mobile

Deposit; however, the following limits apply: at least \$3,000 per check and at least \$3,000 per day. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms and conditions of this Agreement, and we will not be obligated to allow such a deposit at other times. Nothing in this agreement should be construed as requiring GECU to accept any check or item for deposit, even if GECU has accepted that type of check or item previously. The Credit Union reserves the right to reject any deposit for any reason at any time.

Eligible items. You agree to scan and deposit only checks (*i.e.*, drafts drawn on a U.S. financial institution such as a credit union, savings and loan or bank and payable on demand.)

The following items are accepted via Mobile Check Deposit:

- Personal checks.
- Government/Treasury checks.
- Business checks.
- Cashier's checks.
- Two-party checks.
- Money Orders.

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (*i.e.*, payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks or items dated more than 6 months prior to the date of deposit.
- U.S. Savings Bonds.
- Checks from foreign institutions.
- Image replacement documents (also known as substitute checks).
- Income Tax Checks.
- Travelers Checks.
- Temporary Checks.

Requirements. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association or any higher standards set by us.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. You agree to restrictively endorse any item deposited through Mobile Deposit as "For Mobile Deposit at GECU Only" or as otherwise instructed by GECU. You agree to follow any and all other procedures and instructions for the use of Mobile Deposit as GECU may establish from time to time. GECU reserves the right to reject any item that is not endorsed as specified. To capture a good image, please lay the check on a flat surface with a contrasting background. Ensure you have good lighting, make sure the entire check is within the frame of the camera, and take the picture from directly above. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Account Agreement with us and will be subject to all terms of the Account Agreement. If there is an issue with an image we receive, you will be notified via email. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Such confirmation does not mean that the image contains no errors, is complete or will be considered a deposit and credited to your account. We are not responsible for any image that we do not receive or image that is not transmitted completely.

Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Original checks. You must securely store the original check for 60 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits. Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, as outlined in the terms and conditions of the account agreement, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties. You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not re-deposit or re-present the original check.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.

- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.
- You will not store or make a back-up copy of the Electronic Item(s)

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs.

Funds Availability. Deposits made via Mobile Deposit Monday through Friday before cut-off time of 8:00 pm will be considered received the same business day and may not be immediately available for withdrawal.

Deposits made via Mobile Deposit Monday through Friday after the cut-off time of 8:00 pm will be considered received the next business day and may not be immediately available for withdrawal. Those made on Saturday after 2:00 pm, at any time on Sunday, or a holiday will be considered received the following Monday or next business day and may not be immediately available for withdrawal.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays and federal holidays. However, if you make a deposit after our cutoff time on a day we are not open or on a day we close before the cutoff time, we will consider the deposit was made on the next business day we are open. The Credit Union reserves the right to reject any deposit for any reason at any time.

Hold. In certain instances, it's possible that a hold may be placed at the time you submit a deposit or after you've made a deposit. A hold means that although we've received your check for deposit, you won't be able to use the funds until the hold period has expired. If an exception hold is placed on your deposit, you'll receive a written notice.

Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to access the Service (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be

responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred and (iii) if you change or deactivate the email used when you enrolled in this service you are responsible for deactivating and updating your email in the system.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Digital Insight. and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

**5. Push Notifications.** The Mobile App includes push notifications or other mobile communication capability. You hereby approve our delivery of electronic communications directly to your mobile device. These notifications may include information regarding your account balances or recent transactions. The notifications may be delivered to your device even when the App is running in the background. You have the ability, and it is your responsibility, to control the notifications you do, or do not, receive through your device. It is your responsibility to keep your account information secure when using this feature.

**Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight. (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claims are related to the financial institution's or End User's use of the Services, Vertifi or Digital Insight Applications, unless such claims directly result from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

**Financial Information.** You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your enrollment for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

**Termination.** We reserve the right to terminate, modify, add and remove features from this service at any time at our sole discretion as permissible by law. You may reject changes by discontinuing use of this service or if you do not access your account via Mobile Banking for a consecutive period of 180 days. Your continued use of this service will constitute your acceptance of and agreement to such changes.

## **E-STATEMENT TERMS AND CONDITIONS**

This disclosure contains important information about our Electronic Statement product, also referred to as eStatements. You should keep a copy of this disclosure for your records. Accessing your GECU eStatements confirms your agreement to be bound by all disclosures and agreements, and acknowledges your receipt and understanding of this agreement. By entering into this agreement, you understand that GECU will **no longer** be providing you with a monthly paper statement and related notices. Until all related notices are available online, you may temporarily receive your notices via U.S. Mail. You will receive an e-mail notification that your statement(s) are available, generally 1-2 business days after your statement cycle.

As used in the Agreement, the words “we”, “our”, “us”, and “credit union” mean GECU. “You” and “your” refer to the account owner(s). “Account” or “accounts” means your deposit account(s) at the credit union.

**1. Enrolling for eStatements.** You are required to have GECU Online Banking access in order to access eStatements. To get access to Mobile Banking simply download the app in the Apple Store or Google Play for Android devices. You may enroll/“opt-in” for eStatements at any time by accessing the “eStatements” tab in GECU Online Banking and following the prompts. For Apple/iOS Users to enroll/“opt-in” for eStatements on Mobile Banking click on the “More” tab and then select “eStatements” tab and follow the prompts. For Android users to enroll/“opt-in” for eStatements on Mobile Banking click on the “Menu” tab and then select “eStatements” tab and follow the prompts

**NOTE:** New enrollments will need to confirm that they can view the sample statements and will be required to accept the Terms and Disclosure.

**2. E-Statement Delivery.** GECU Online and Mobile Banking members already experience the convenience of viewing periodic account statements online. Additional convenience and security can be achieved by enrolling in our eStatements service. When you enroll for eStatements, you can eliminate the delivery of paper statements. Our eStatements service is easy to use; simply login to the GECU Online Banking Service, click on the “eStatements” tab to access the eStatement for the account you wish to view, print and/or download. On the Mobile Banking app with an Apple/iOS device click on the “More” tab and then select the “eStatements” tab to access the eStatement for the account you wish to view, print and/or download. On the Mobile Banking app with an Android device click on the “Menu” tab then select the “eStatements” tab to access the eStatement for the account you wish to view, print and/or download.

**3. E-mail Reminders.** If you enroll for eStatements, you will receive an e-mail notification to the e-mail address you provide to access GECU Online Banking, when your statement becomes available for viewing online. If the eStatement is not accessed after 10 days, you will receive an e-mail reminder. You can change the e-mail address



for the statement notification at any time by contacting us at: 1-800-772-4328 or 915-778-9221 or by accessing the “My Settings” tab within GECU Online Banking or the Mobile Banking app.

**4. Statement Availability.** eStatements are securely available online for 13 months. eStatements may be downloaded or printed for permanent retention. You may download or print eStatements from your computer or mobile device if you have the hardware and software described below. You can also save copies to your hard drive or other media for viewing and printing at a later time.

If you need a paper copy, please contact us at: 1-800-772-4328 or 915-778-9221. A fee will be charged, as described in our most recent Terms and Conditions, Member Services Fee Schedule.

**5. Hardware and Software Requirements.** You don’t need any special hardware or software to access eStatements. If you can access the GECU Online Banking Service or Mobile Banking app, you should be able to access your eStatements. However, prior to enrolling for eStatements, you should verify that you have the following required hardware and software:

- Internet Access;
- Download the Mobile Banking app in the Apple Store or Google Play.
- A computer or mobile device capable of accessing the internet.
- Internet browser that can support 128-bit encryption, such as, Microsoft Edge, Mozilla Firefox, Google Chrome, or Safari;
- Adobe® Acrobat Reader®;
- Access to a printer or storage medium such as a hard drive so that you can download and/ or print disclosures and/or statements for your records.
- An external e-mail address - We may revise hardware and software requirements, and if there is a material chance that the changes may impact your ability to access eStatements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving your statement.

**6. Canceling eStatements.** You may “opt-out” of eStatements at any time online by accessing the “eStatements” tab in GECU Online Banking or the Mobile Banking app and following the prompts, contacting us at: 1-800-772-GECU (4328) nationwide or 915-778-9221 in the El Paso area or by visiting any one of our branch locations. If you opt-out of eStatements, we will resume delivery of your paper statements by U.S. Mail. *You must allow at least one statement cycle for this change to take effect. A fee may be charged, as described in our recent Terms and Conditions, Member Services Fee Schedule.*

**7. Joint Accounts.** If your GECU account is owned jointly with another person, either person listed may consent to receive or revoke eStatements and the last request received shall prevail.

#### **8. Change of Mailing Address and Other Information**

In order to provide eStatements, we must maintain current member contact information at all times. You agree to notify us immediately of any change in your mailing address or other information relevant to this Agreement by contacting us at: 1-800-772-GECU (4328) nationwide or (915)778-9221 in the El Paso area, by filling out and submitting the Address Change Form under the “Financial Tools” tab in GECU Online Banking or by visiting any one of our full service branch locations.

**NOTE:** Mailing addresses cannot be changed through the Mobile Banking app.

**9. Service Availability.** The service providing eStatements is generally available 24 hours a day, 7 days a week, however this service may be unavailable from time to time for routine software and hardware maintenance, or due to unscheduled down time.

**10. Error Resolution.** You understand the importance of your role in preventing misuse of your account. You agree to promptly examine your statement and notify us immediately of any errors on your account. You may contact us during operating hours at: 1-800-772-GECU (4328) nationwide or (915)778-9221 in the El Paso area; or write: GECU, Attn: Contact Center, P.O. Box 20998, El Paso, TX 79998-0998. We must hear from you no later than 60 days after we send 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 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, point-of-sale, 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.

**11. Confidentiality.** You agree to protect the confidentiality of your account, account number, and GECU Online Banking credentials. Accessing the eStatement will not allow GECU to capture ANY personal information from your computer or mobile device other than a record of the Internet Protocol (IP) address as verification that the statement was accessed and the time and date of each access.

**12. Change in Terms.** It may be necessary from time to time, to change the terms or conditions regarding your statement access. In the event such a change is necessary, we will display a message via e-mail notification or by written notification.

#### **ELECTRONIC FUND TRANSFER SERVICES INITIAL DISCLOSURE**

Electronic fund transfer services are regulated by Regulation E in compliance with the Electronic Fund Transfer Act. If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. The following are the terms and conditions under which the Credit Union offers these services.

*Types of Available Transfers:* The following types of electronic fund transfer services are available at the Credit Union:

1. Direct deposit of funds to your checking, share, IRA accounts, or applicable CDs;
2. Preauthorized automatic withdrawals from your checking or share accounts on a recurring basis (including payments to your GECU Credit Card accounts);
3. Withdrawals from your checking account through the use of your GECU ATM and GECU Debit Card, including transactions initiated at Point-of-Sale (POS) terminals for the purchase of goods or services or the receipt of funds;
4. Withdrawals from your share account through the use of your GECU ATM and GECU Debit Card;

5. transfers of funds from your checking and share accounts initiated by telephone through the use of our audio response system, GECU Audio Response System;
6. Transfers of funds at an ATM between the checking and share accounts associated with the GECU ATM and GECU Debit Card;
7. Transfers of funds from your checking and share accounts initiated via the Internet through use of our website, GECU Online Banking or GECU Mobile;
8. Checks converted by a merchant to an electronic check. If you pay for something by check and the merchant or other payee permits, you may authorize the merchant or payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills. You may also authorize a merchant to electronically debit your checking account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an electronic fund transfer.
9. Preauthorized automatic withdrawals from your checking or share accounts on a recurring basis through use of GECU's Bill Pay service.
10. Deposit of funds at proprietary ATMs to your pre-selected checking and share accounts with the use of your ATM and GECU Debit Card; and
11. Check deposits to your checking and share accounts via Mobile Deposit. Refer to the Funds Availability Policies section in GECU's Terms and Conditions Brochure for additional information on this subject.

*Member's Liability. Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting:*

Tell us AT ONCE if you believe your GECU Debit Card, GECU ATM Card, or any PIN we have issued to you has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Failure to notify us could cause you to lose all the funds available in your Checking Account, Share Account, Checking Line Of Credit, and other accounts you have designated for overdraft protection.

**Note: If your Card can be used to access a line of credit account directly, then your liability for unauthorized use of the Card in connection with the line of credit account is governed by your line of credit agreement unless the unauthorized access to the line of credit account was for overdraft protection purposes, in which case the disclosures below will apply.**

*For Unauthorized Transactions Using Your GECU Debit Card or Your ATM Card:*

Under Mastercard's® Zero Liability policy, you will not be liable for an unauthorized transaction, as long as you exercised reasonable care in safeguarding the card from risk of loss or theft, and upon becoming aware, promptly report the loss or theft to us. If you do not exercise reasonable care and promptly notify us, your liability will be determined under the standards set forth below for all other transactions.

If you notify us within two business days, your liability will not exceed \$50 if someone used your Card without your permission.

If you do NOT notify us within two business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, your liability shall not exceed \$500.

Also, if your statement shows transfers that you did not make, notify us at once. If you do not notify us within 60 days after the statement was delivered 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.

Anytime you believe your GECU Audio Response System PIN has been compromised, in addition to notifying us, you should change your PIN to protect your accounts by calling GECU Audio Response System (available 24 hours a day) at:

**(915) 778-9221 in the El Paso area,  
1-800-772-GECU (4328) nationwide or  
for TDD (915) 774-6080  
and follow the directions for a PIN change.**

\* If your GECU Online Banking password has been compromised, log on to our website at [www.gecu.com](http://www.gecu.com), click on the GECU Online Banking icon, and follow the directions for a password change. Remember, it is your responsibility to change your GECU Audio Response System PIN immediately after becoming a GECU member.

*Contact in Event of Unauthorized Transfer:* If you believe your GECU Debit Card has been lost or stolen, or if you believe your GECU Debit Card PIN has been used to transfer funds from your account(s) without your permission, call us 24 hours a day:

**1-800-810-2252**

*or write:*

**GECU**

**Attn: Card Services Department**

**P. O. Box 20998**

**El Paso, Texas 79998-0998**

If you believe your GECU ATM Card has been lost or stolen, or if you believe your GECU ATM Card/PIN, GECU Audio Response System or GECU Online Banking password has been used to transfer funds from your account(s) without your permission, call during our operating hours:

**(915) 778-9221 in the El Paso area, or**

**1-800-772-GECU (4328) nationwide;**

*or write to us at the address below:*

**GECU**

**Attn: GECU Contact Center**

**P. O. Box 20998**

**El Paso, Texas 79998-0998**

If you believe that through any other type of Credit Union electronic fund transfer service somebody has or might transfer funds from your account(s) without your permission, call during our operating hours:

**(915) 778-9221 in the El Paso area,**

**1-800-772-GECU (4328) nationwide**

*or write:*

**GECU**

**Attn: GECU Contact Center**

**P. O. Box 20998**

**El Paso, Texas 79998-0998**

You can contact us on any business day during our normal operating hours. Our business days are Monday through Saturday (holidays are not included).

*Credit Union's Liability:* If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement(s) with you, we will be liable for your losses or damages. However, there are some exceptions to this rule. For instance, we WILL NOT be liable:

1. If through no fault of ours, you do not have sufficient funds in your account to make the transfer;
2. If the transfer would exceed the available balance in your preauthorized overdraft protection account(s);
3. If the terminal or system was not working properly, and you knew about the breakdown when you started the transfer;
4. If circumstances beyond our control prevent the transfer, despite reasonable precautions we have taken;
5. When there are other exceptions stated in our agreement with you.

*Documentation:*

- a. *Terminal Transfers* - You can get a receipt at the time you make any transfer to or from your account using an ATM or POS terminal except that a receipt may not be available for some transactions of \$15 or less.
- b. *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 GECU Audio Response System at:

**(915) 778-9221 in the El Paso area,  
1-800-772-GECU (4328) nationwide,  
TDD (915) 774-6080**

There are no limitations to the number or the amounts of the deposits you can make through direct deposit.

- c. *Periodic Statements* - You will get a monthly account statement for your checking account. You will get a quarterly account statement for your share account unless there are transfers in a particular month. In that case, you will get a share account statement monthly.

*Preauthorized Payments:*

- a. *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. Call during our business hours:

**(915) 778-9221 in the El Paso area,  
1-800-772-GECU (4328) nationwide**  
*or write:*  
**GECU  
Attn: GECU Contact Center  
P. O. Box 20998  
El Paso, TX 79998-0998**

Please notify us in time for us to receive your request three 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. In addition, if you notify us that your authorization is no longer valid, we may confirm that you have informed the payee that your authorization has been revoked, and we may require a copy of your revocation of authorization as written confirmation, to be provided within 14 days of any oral notification. If we do not receive the required written confirmation within this time period, we may honor subsequent debits to the account. You may incur a fee for a stop payment as set forth in the *Member Services Fee Schedule*.

- b. *Notice of Varying Amounts* - If these regular payments may vary in amount, the person you are going to pay will tell you, ten days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

- c. *Liability for Failure to Stop Payment of Preauthorized Transfer* – If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

*Your GECU Debit Card Transactions:* Upon Credit Union approval, you may receive a GECU Debit Card. (Refer to the *GECU Debit & GECU ATM CARD AGREEMENT* section in GECU's Terms and Conditions Brochure for complete details.) The Card is used to initiate withdrawals from your checking account to purchase goods or services from retailers/merchants participating in the Mastercard® GECU Debit Card program. The Card is also used as an ATM card (refer to the section immediately following for full details about ATM transactions).

There are limitations to the number of times you can use your GECU Debit Card for POS purchases. You may perform up to 20 POS transactions or withdraw up to \$2,500 per day for POS transactions, whichever comes first. In addition, withdrawals and purchase transactions cannot exceed the amount currently available in your checking account plus any available funds in your preauthorized overdraft protection account(s). There is additionally a Transaction Fee as set forth in the Member Services Fee Schedule for withdrawals in excess of four per month from a Share/Savings Account.

*Your ATM Card Transactions - GECU ATM /GECU Debit Card:* Upon Credit Union approval, you may receive a GECU ATM Card. (Refer to the *GECU Debit Card & GECU ATM CARD AGREEMENT* section in GECU's Terms and Conditions Brochure for complete details.) Both your ATM and GECU Debit Card may be used to withdraw funds at an ATM from your pre-selected checking and share accounts. Cash advances through loan add-ons to your preapproved Checking Line Of Credit are available only at proprietary ATMs (an ATM owned and operated by the Credit Union). In addition, these Cards may be used to initiate POS transactions for the purchase of goods or services or to obtain funds from your checking account from retailers/merchants participating in a POS program.

There are no limitations to the number of times you can use your Cards at an ATM. However, total ATM withdrawals each day will be limited to a maximum of \$900.00 (per Card) unless otherwise approved by the Credit Union.

Both your ATM and GECU Debit Card may be used to deposit funds at any proprietary ATM from your pre-selected checking and share accounts. There are no limitations to the number of times you can use your Cards at an ATM. However, the total ATM cash deposit dollar amount is limited to \$10,000 per day.

*Fees:* You agree to pay all ATM transaction fees outlined in the Member Services Fee Schedule. You understand and agree that we will charge you a fee for each cash withdrawal made at a non-proprietary ATM (non-GECU out-of-network ATM), even if the withdrawals are made during the same visit. We may subtract those fees from your Available Balance, even if the fee makes your Available Balance negative. Additionally, we will charge you a separate fee for each attempted cash withdrawal at a non-proprietary ATM (non-GECU out-of-network ATM) denied due to insufficient available funds in your account(s), including funds from your preauthorized overdraft protection account(s). These fees are set forth in the Member Services Fee Schedule. In addition to the fees charged by Us related to Your use of the non-proprietary ATM (non-GECU out-of-network ATM), the owner or operator of the non-proprietary ATM (non-GECU out-of-network ATM) may also charge You one or more separate additional fees for the ATM transaction, and the non-proprietary ATM (non-GECU out-of-network ATM) may charge you a fee for a balance inquiry even if you do not complete a fund transfer or withdrawal (and you may be charged a fee for a balance inquiry or a withdrawal in excess of four per month).

Foreign Transaction Fee: Foreign transaction fees may apply for three types of transactions:

1. Any debit and/or ATM card purchases you make or that are processed outside the U.S., or where the retailer/merchant is located outside of the U.S.;
2. Any ATM cash withdrawals using either your ATM or Debt card made or processed in foreign countries and foreign currencies; or
3. Any online purchases from a non-U.S. retailer/merchant that uses an overseas bank to process transactions;

GECU assess a foreign transaction fee as set forth in the *Member Services Fee Schedule in your Terms and Conditions Brochure*.

*Confidentiality:* We may find it necessary to disclose information about your account or electronic fund transfers to or from your account to third parties:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with court orders, subpoenas, levies, summonses and other legal processes;
4. In order to comply with federal regulations governing electronic fund transfers;
5. If you give us your written permission.

*In Case of Errors or Questions About Your Electronic Transfers:* Call during our operating hours:

**(915)778-9221 in the El Paso area,  
1-800-772-GECU (4328) nationwide**

*or write:*

**GECU**

**Attn: GECU Contact Center**

**P. O. Box 20998**

**El Paso, TX 79998-0998**

Please notify us as soon as you can 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 send 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 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, point-of-sale, 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.

#### **MONEY MANAGEMENT - END USER LICENSE AGREEMENT**

The Money Management service is designed to make managing your finances online easier than ever before. The features are free and is optional to use. This means that the terms and conditions are effective only if you accept them here and then begin using the product.

- Money Management is a personal financial management tool that allows you to view your complete spending picture in one place regardless of where the purchase information comes from.

**1. License Grant and Restrictions.** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the Money Management Service (the "Service") solely to manage your financial data.

In addition to the Money Management Service, the terms "Service" also includes any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, help content, bug fixes, or maintenance releases, etc.) of the Service if and when they are made available to you by us or by our third-party vendors. Certain Services may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Money Management site program; (iii) permit any third party to benefit from the use or functionality of the Service, or any other services provided in connection with the Service, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or any services provided in connection with them, prevent access to or the use of the Service, or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, or any services provided in connection with the Service except as expressly allowed under this Section 1.

**2. Ownership.** The Service is protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

**3. Your Information and Account Data with Us.** You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, or any services provided in connection with the Service, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, or any services provided in connection with the Service (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, or any services provided in connection with the Service, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, or any services provided in connection with the Service (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third-party vendors permission to use, Licensee Access Information to enable us to provide the Service, or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, including affiliates, to conduct certain analytical research, performance tracking, marketing and marketing program activities, and benchmarking. As we make additional offerings and Online Banking services available to you, some of which may rely on banking information maintained in your accounts, you



will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

**4. Your Information and Account Data With Other Financial Institutions.** Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called “aggregation”). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, “Financial Account Data”). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

**5. Use, Storage and Access.** We shall have the right, in our sole discretion and with reasonable notice posted on the Money Management site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

**6. Third Party Services.** In connection with your use of the Service, or any other services provided in connection with the Service, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

**7. Third Party Websites.** The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, or any other services provided in connection with the Service is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third-Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

**8. Export Restrictions.** You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

## **GECU BILL PAYMENT SERVICE**

### **1. Service Definitions**

"Service" means the Bill Payment Service offered by GECU, through Fiserv CheckFree Services Corporation.

"Agreement" means these Terms and Conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

**2. Payment Scheduling.** Transactions processed by check begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date when the payment will be made by check. Transactions processed electronically via an ACH begin processing up to one day prior (recipients may have specific cutoff times).

When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

**3. The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

**4. Payment Authorization and Payment Remittance.** By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

**5. Payment Methods.** The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

**6. Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**7. Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

**8. Prohibited Payments.** Payments to Payees outside of the United States or its territories are prohibited through the Service.

**9. Exceptions Payments.** Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

**10. Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Activation - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your

account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**Non-Delivery of electronic bill(s)** - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

**Accuracy and dispute of electronic bill** - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

**11. Exclusions of Warranties.** THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**12. Password and Security.** You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 877-370-1783 during customer service hours.

**13. Your Liability for Unauthorized Transfers.** If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

**14. Errors and Questions.** In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 877-370-1783 during customer service hours
2. Contact us by using the application's e-messaging feature

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we

decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

**15. Disclosure of Personal Account Information to Third Parties.** It is our general policy to treat your personal account information as confidential. We do not sell or rent your personal account information and we do not share your personal account information in a manner that differs from what is described in this agreement without your prior consent. However, we may use or disclose your personal account information, including limited disclosures to non-affiliated third-party providers performing services on our behalf, and to certain other non-affiliated entities as described below:

1. To complete transactions and render products and services authorized by you (such as sharing the information with an electric company or other biller necessary to allow the biller to authenticate you, to pay a bill, and to send messages to you related to the authorized products and services);
2. To send you information about additional products and services that have been or may be offered through the site by us and others; although you may opt out of receiving commercial email marketing messages from us by following the opt-out processes described in those messages;
3. To perform fraud screenings, to verify your identity, determine your credit history, collect on accounts, furnish delinquent account information to credit reporting agencies, and verify the information contained in your account (such as sharing information with a credit reporting agency during the account enrollment process);
4. To comply with laws and regulations, including compliance with instructions from a governmental agency or court orders, to protect the personal safety of subscribers or the public, to defend us from claims, and to protect our rights and property, and as otherwise permitted by applicable law; or,
5. As otherwise authorized by you.

**16. Service Fees and Additional Charges.** Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

**17. Failed or Returned Transactions.** In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

**18. Alterations and Amendments.** This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after

the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

**19. Address or Banking Changes.** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

**20. Service Termination, Cancellation, or Suspension.** In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at (915) 778-9221 during customer service hours; and/or
2. Write us at:

**GECU  
P. O. Box 20998  
El Paso, Texas 79998-0998**

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

**21. Payee Limitation.** The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

**22. Returned Payments.** In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

**23. Information Authorization.** Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. **If your account was added online the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you in order to verify ownership of the Payment Account(s) and/or Billing Account.** Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

**24. Disputes.** In the event of a dispute regarding the Service, you and the Service 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 the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

**25. Assignment.** You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**26. No Waiver.** The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**27. Captions.** The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**28. Governing Law.** This agreement shall be governed by Applicable Rules and Regulations of the National Credit Union Administration, the Credit Union's Bylaws, policies and procedures as Amended from time to time, and, solely to the extent not preempted by Federal laws and/or the laws of the State of Texas. You acquiesce and Submit to personal jurisdiction in the State of Texas. Venue is proper in El Paso County, Texas.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.