



## **GOLD Credit Union Online and Mobile Banking Agreement and Federal Disclosure**

### **ONLINE BANKING**

This Agreement governs the use of GOLD Credit Union's Online Banking Service, jointly referred to as the "Service," provided by GOLD Credit Union, also referred to as the Credit Union. By using the Service to conduct transactions, you agree to the terms of this Agreement.

#### **Definitions**

As used in this Agreement, "account" and "accounts" mean the GOLD Credit Union account in which you are either the member owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with the Credit Union. "You," "your," and "yours" mean the person(s) using the Service. "We," "our," "us," and "Credit Union" refer to the individual Credit Union (GOLD Credit Union) that holds your accounts.

#### **Deposit and Credit Agreements**

The terms and conditions in this Agreement shall have priority and take precedence over any existing terms and conditions in existing account and loan agreements you have with us in the event of a conflict.

#### **Required Equipment**

In order to use the Online Banking Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser (either Netscape Navigator 4.04 or higher, Microsoft Internet Explorer 3.02 or higher), a member number, and Online Banking PIN. The PIN is the confidential personal identification number you use to access your account(s) through Online Banking.

You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. GOLD Credit Union is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. GOLD Credit Union is also not responsible for any Computer virus or related problems that may be associated with the use of an online system.

#### **The Service**

To use Online Banking, you must have at least one GOLD Credit Union personal share account and an Online Banking eGOLD ID and Password. Through Online Banking, you will



have access to any of your GOLD Credit Union share accounts or loan accounts. GOLD Credit Union reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

### **Description of Online Banking**

The Service allows you to perform some or all of the following functions from your Computer:

### **Online Account Access Functions and Limitations of Transfers**

You may use Online Banking to (a) transfer funds between your eligible accounts; (b) obtain account balances; (c) obtain history and transaction information on your accounts; (d) obtain loan account balance information and (e) request a check withdrawal from your eligible accounts. These features are limited to the extent, and subject to the terms, noted below.

- i. Your ability to transfer funds between certain accounts is limited by federal law, state law and the GOLD Credit Union Account Agreements, Policy Statements and Disclosures. You should refer to the GOLD Credit Union Account Agreements, Policy Statements and Disclosures for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Online Banking Service are counted against the permissible number of transfers described in the GOLD Credit Union Account Agreements, Policy Statements and Disclosures.
- ii. Business Days: Generally, your transfer of funds between your accounts is immediate, however, there may be at least a one-business-day delay in transferring funds between your accounts.

### **Personal Identification Number and Security**

Your Online Banking eGOLD ID and Password are required to access GOLD Credit Union's Online Banking functions. You agree not to give or make available your eGOLD ID and Password to any unauthorized individual. If you believe your Password has been lost or stolen, someone has attempted to use the Online Banking Service without your consent, your deposit account(s) or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify GOLD Credit Union immediately (see Contact Information below). GOLD Credit Union does not maintain a record of your Password. If you lose or forget your Password, contact GOLD Credit Union immediately so that you may be given a temporary Password.

Contact Information: Telephone 484-223-4200 or write to GOLD Credit Union, Attention: Online Banking Manager, 4703 Hamilton Blvd., Allentown, PA 18103.



## **Errors and Questions**

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

1. Your name and account number.
2. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information.
3. The dollar amount of the suspected error, and
4. The date of occurrence.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will generally tell you the results of our investigation within 10 business days of the receipt of your complaint or question (20 business days if the transaction involved an account opened within the past 30 days). However if we need more time, we may take up to 45 days. If we decide there was no error, we will send you a written explanation within three business days upon completion of our investigation. You may ask for copies of the documents that we used in our investigation.

## **Data Recording**

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

## **No Signature Required**

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

## **Disclosure of Account Information to Third Parties**

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

1. When it is necessary to complete the transfers.
2. In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant.
3. In order to comply with a government agency or court orders; or
4. If you give us written permission.

## **Charges**



You will not be charged for the “view accounts”, or “transfer funds” features of GOLD Credit Union’s Online Banking. **NOTE:** Your accounts and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the GOLD Credit Union Account Agreements, Policy Statements and Disclosures and Loan Agreement.

### **Alterations and Amendments**

The terms of this Agreement, applicable fees, and service charges may be altered or amended by GOLD Credit Union from time to time. In such event, GOLD Credit Union shall send notice to you either at your address as it appears on GOLD Credit Union’s records or by online notice through Online Banking. Any continuation of Online Banking after GOLD Credit Union sends you a notice of change will constitute your agreement to such change(s). Further, GOLD Credit Union may, from time to time, revise or update the GOLD Credit Union program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, GOLD Credit Union reserves the right to terminate this Agreement as to all such prior versions of the GOLD Credit Union programs, services, and/or related material(s) and limit access to GOLD Credit Union’s more recent versions and updates.

### **Address Changes**

You agree to promptly notify GOLD Credit Union, in writing, of any address change. Contact information: GOLD Credit Union, 4703 Hamilton Blvd, Allentown PA 18103. Phone: 484-223-4200, e-mail: [info@pplgold.org](mailto:info@pplgold.org).

### **Termination or Discontinuation**

The use of Online Banking does not require enrollment on your behalf; therefore, termination of Online Banking by you is done by not accessing or using the Service. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

### **Payee Limitation**

GOLD Credit Union reserves the right to impose a frequency or dollar limit on or refuse to make any payment you have directed. GOLD Credit Union is obligated to notify you promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement.

### **Disputes**

In the event of a dispute regarding Online Banking, you and GOLD Credit Union 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 GOLD Credit Union,



which supersedes any proposal or prior agreement, oral or written, and any other communications between you and GOLD Credit Union relating to the subject matter of this Agreement. If there is a conflict between what one of GOLD Credit Union's employees says and the terms of this Agreement, the terms of this Agreement have final control.

### **Assignment**

You may not assign this Agreement to any other party. GOLD Credit Union may assign this Agreement to any present or future affiliated company, directly or indirectly. GOLD Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

### **No Waiver**

GOLD Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by GOLD Credit Union. No delay or omission on the part of GOLD Credit Union in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **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.

### **Governing Law**

This Agreement shall be governed by the laws of the jurisdiction in which the Credit Union is located and by applicable Federal laws and regulations.

### **Federal Disclosure**

You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.

## **MOBILE BANKING**



## **INTRODUCTION**

GOLD Credit union endeavors to provide you with the highest quality Mobile Banking available. By enrolling in Mobile Banking, you agree to all the terms and conditions contained in this Agreement and Disclosure.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time of the Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service if applicable.

## **MOBILE BANKING SERVICE**

Mobile Banking is offered as a convenience and supplemental service to our Online Banking service. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your GOLD Credit Union account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled in Online Banking.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, Mobile Banking may not be supportable for all devices. GOLD Credit Union cannot guarantee and is not responsible for the availability of data services provide by your mobile carrier, such as data outages or “out of range” issues.

GOLD Credit Union does not charge for Mobile Banking; however, you will be responsible for data charges on your device. Depending on the rate plan with your mobile service provider you may incur charges when accessing the Internet. Please consult your mobile device’s service plan for details.

## **USE OF SERVICE**

Mobile Banking will not work unless you use it properly. You agree to accept responsibility for learning how to use Mobile Banking and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Mobile Banking service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Mobile Banking Service or your Device.



## **OTHER AGREEMENTS**

You agree that when you use Mobile Banking you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services and you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other product accessed through Mobile Banking is also subject to the Account Agreements and Disclosures provided at the time of the account opening. You should review the account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from either of these two types of accounts using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in your original Deposit Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

## **YOUR RESPONSIBILITIES**

You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the mobile device you will use to access Mobile Banking.

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access



by you. You agree not to provide your username, password, or other access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you.