

# Disclosures

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## Disclosures

When you use any of the Online Services described in this Agreement or authorize others to use them, you agree to all the terms and conditions of this Agreement.

### APR

Annual Percentage Rate. Rate subject to credit approval. Other rates and terms available. Some rates may include a .25% discount for having a Vision Financial FCU Credit Card and a checking account. Contact a loan representative for details.

### APY

Annual Percentage Yield.

### Patriot Act Disclosure

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

### Rate Information

The Dividend Rate and Annual Percentage Yield on your accounts are set forth on the Rates and Fees Page. The Dividend Rate and Annual Percentage Yield are subject to change.

### Regulation "D"

This regulation was implemented by the Board of Governors of the Federal Reserve System, whose job is to ensure that financial institutions maintain adequate reserves for the funds they have on deposit. It limits the number of pre-authorized, automatic or phone transactions you make each month on a deposit account to a maximum of six. During any month, you may not make more than six transfers from your Share Savings, Club Accounts, Money Market Account, or Sub-Share Accounts to another Credit Union account of yours, or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check, draft, debit card, if applicable, or similar order to a third party.

### National Credit Union Share Insurance Fund

Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

### Overdraft Policy

We are not obligated to pay any item presented for payment if the account does not contain sufficient collected funds.

## **The Federal Equal Credit Opportunity Act**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the National Credit Union Administration, 1775 Duke St., Alexandria, VA 22314.

## **Online Services Disclosure**

**(Note: This disclosure refers to optional services including Bill Pay, e-statements and Alerts. You may need to agree to additional disclosures when using those services including an additional fee disclosure for Bill Pay)**

## **Definitions**

**VFFCU** - refers to Vision Financial Federal Credit Union, where your Accounts may be located.

**Account(s)** - refers to your checking, savings, money market account or any other account you have with VFFCU, some of which may not be eligible for electronic transfers and bill payments using Online Services.

**Online Service(s)** - refers to collectively, any or all of Visionet24 (Internet) services, which allows you to access Account and transaction information, transfer funds, and pay bills on a personal computer or mobile device through VFFCU's Visionet24 website. You may use a personal computer ("PC") or mobile device with internet access to electronically direct us to make payments from your Account(s) to Payees whom you have selected in advance to receive payments. You may also access Account and transaction information and order transfers of funds among your eligible Account(s). Please make special note that not all VFFCU accounts are eligible for electronic transfers and bill payments using the Service. For instance, you may continue to make payments to your related VFFCU accounts via the Visionet24 transfer option on our website, instead of opting to use Bill Pay; and continue to make payments to your VFFCU Visa card via the Online Visa EZcardinfo option on our website as opposed to using Bill Pay. You can arrange for Bill Pay to make payments to your unrelated VFFCU accounts. In order to clarify; a related VFFCU account is one in which you are a primary or joint holder, an unrelated VFFCU account is one in which you are neither the primary nor joint holder.

**Visionet24** - means the Internet application through which you may access the Online Service(s).

**Bill Pay** - Refers to VFFCU's bill pay service used to send funds to pay bills to your list of payees.

**Payee** - refers to any business, merchant, or professional with a valid U.S. address that generates a bill or invoice for services, or services provided on your behalf, or any individual.

**Payee Account** - refers to account to which the Payee will credit your payment.

**Payee Information** - refers to information about a Payee that is used to properly direct payment to the Payee and permit the Payee to identify the correct Payee Account.

**Payment Process Date** - refers to the date on which you want your scheduled bill payment to be processed and withdrawn from your account. The daily (business days) cut-off time is currently 2:00pm EST.

**Applicability** - This Agreement and Initial Disclosures (the "Agreement") governs your use of the Online Service. By subscribing to Online Services or using Online Services, you agree to the terms of this Agreement. Please read this Agreement carefully and in its entirety. We suggest that you print a copy of this Agreement. This agreement will also be available on our website by clicking on the Disclosures link.

**Bill Payments** - You may make payments through Bill Pay to any business, merchant, or professional with a valid address that generates a bill or invoice for services, or services provided on your behalf. We reserve the right to refuse to allow you to designate any particular Payee or class of Payee. You may also make transfers or payments through Bill Pay to individuals, family, or friends for non-business purposes. Payments may be made only to Payees with a U.S. payment address. Any user of Bill Pay shall comply with all applicable laws and regulations including the laws and regulations administered by the U.S. Treasury Office of Foreign Assets Control (OFAC).

**Payee List** - You must provide sufficient information about each Payee as we may request from time to time, to properly direct a payment to that Payee and permit the Payee to identify the correct Account to credit with your payment. This information may include, among other things, the name, address, and phone number of the Payee and your Payee Account number. You agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments, and you authorize your Payees to release such information to us. You can enter your Payee Information in Bill Pay. Additions, deletions, and modifications to Payee Information are entered directly in Bill Pay.

**Incomplete Payments** - If we remit your payment to a Payee by mailing your Payee a check, and the check has not been presented for payment within 90 days after the Transaction Date, the funds will be returned to your account. If your account at VFFCU is closed when funds are returned to us, VFFCU will mail a check to the last address on file for the primary account holder.

**Member Responsibility** - As a courtesy to you, our member, we (or our billpay processor) may make an attempt to notify you, via email, if a payment fails or if any other problems arise. However, it is your primary responsibility to monitor your accounts to make sure that payments you elect to send via Bill Pay are processed accordingly. It is also your responsibility to provide us with a valid and current email address so that we may notify you electronically if issues arise through your use of Bill Pay. Please note that if your accounts with VFFCU are not current or in good standing, VFFCU reserves the right to suspend your Bill Pay Service or any other Online Service.

**Documentation** - All of your payments and transfers made through our Online Services will appear on your periodic account statement.

**Business Day(s)** - means Monday through Friday, except Federal Reserve Bank holidays. VFFCU Holidays are not included.

**Service Hours** - Visonet24 services are available 24-hours a day, seven days a week, except during maintenance periods, for the scheduling, modification or review of payment orders, and for initiation of transfers and balance inquiries, however, bill payments can be processed only on Business Days.

## HOW TO SET UP PAYEES/PAYMENTS

- If you want to add a new "PAYEE", select the "Payee" tab located in your Bill Pay application.
- You may add a new fixed payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made by using the service.
- The Financial Institution reserves the right to refuse the designation of a "Payee" for any reason.
- You may pay any "Payee" within the United States (including U.S. territories and APO's / AEO's).
- The Financial Institution is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

## THE BILL PAYING PROCESS

You may use VFFCU's billpay service, Bill Pay, to direct VFFCU to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account (Membership Booklet).

**Single Payments** – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. A single payment submitted after 3:00 P.M. on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

**Recurring Payments** - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
- If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

**Note:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

For more information on how the billpay process works and how to electronically schedule a payment within Bill Pay, click on the View Demo link within Bill Pay.

## SINGLE AND RECURRING PAYMENTS

The system will calculate the Estimated Arrival Date of your payment, this is only an estimate, please allow ample time for your payments to reach your "Payees".

## **STOPPING A PAYMENT**

A bill payment can be changed or stopped at any time prior to the cutoff time on the scheduled process date. A stop payment fee will be charged to your account.

## **AVAILABLE FUNDS**

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Financial Institution.

- The Financial Institution reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement.
- If you do not have sufficient funds in the account and the Financial Institution has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand.
- You further agree the Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations.

The Financial Institution reserves the right to change the cut-off time. You will receive notice if this changes.

## **LIABILITY**

- You are solely responsible for controlling the safekeeping of and access to, your user name and password.
- If you want to terminate another person's authority, you must notify the Financial Institution and arrange to change your username and password.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- The Financial Institution is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- The Financial Institution is not liable for any failure to make a bill payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a "Payee" for a bill payment.
- The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent.
- In any event, the Financial Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if the Financial Institution has knowledge of the possibility of them.

- The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.

## **AMENDMENTS**

The Financial Institution has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Financial Institution's records, by posting notice in branches of the Financial Institution, by presenting the revised agreement prior to logging in to Bill Pay, or as otherwise permitted by law.

Unless an immediate change is necessary to maintain or restore the security of an account or system, we will mail or deliver a written notice to you at least thirty (30) calendar days before the effective date of any change in a term or condition that would result in:

- Adding fees or increased fees
- Increased liability
- Fewer types of available electronic funds transfers or
- Stricter limitations on the frequency or dollar amount of transfers

Additionally:

- The Financial Institution has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to the Financial Institution.
- The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by the Financial Institution on your behalf.
- Continued use of the Service following notice of amendment constitutes acceptance of any amendments to this Agreement.

## **SERVICE FEES**

**Fees-** Refer to our Rates and Fees section and additional disclosures for Fee Schedules. Monthly fees may be changed with advance notice. Monthly fees for your use of Online Services are in addition to any fees that you may incur on your Accounts. There may be additional fees charged against your Accounts if a transaction you initiate using the Service causes any of your Accounts to be overdrawn, exceed the maximum permissible number of transactions for the Accounts, or exceed any other qualifiers for the Accounts. Refer to the Truth in Savings/Fee Schedule, as amended from time to time, for these fees. You authorize VFFCU to deduct all applicable subscription, service, and use fees for Online Services from your Checking Account. If we are unable to deduct all applicable fees from your Service Charge Account for any reason (such as, the Account has been closed or there are insufficient funds in the Account), you authorize VFFCU to deduct all applicable fees for the Service from any of your other Accounts.

The Financial Institution reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement, included in the Membership Booklet you received when you opened your account, which discloses important information concerning your rights and obligations. Subject to applicable law, we may terminate your use of the Online Service, in whole or in part, at any time without notice if you do not pay any required fee(s) when due, if you do not comply with the terms of this Agreement, or the agreements governing your Accounts, if your Account(s) is not maintained in good standing, and no other Account has been designated, or if we believe that you have handled your Account(s) or the Online Service in a fraudulent manner. Termination will not affect your liability or obligation under this Agreement for transactions that we have processed on your behalf.

## **TRANSFER TYPES AND OTHER LIMITATIONS**

**Visionet24/Bill Pay** - You may use the Service to:

Transfer funds between your eligible Accounts whenever you request using the Visionet24 transfer option. As stated above, please make special note that not all VFFCU accounts are eligible for electronic transfers and bill payments using the Service. For instance, please continue to make payments to your VFFCU accounts via the Visionet24 transfer option on our website, instead of opting to use Bill Pay; and continue to make payments to your VFFCU Visa card via the Online Visa EZcardinfo option on our website as opposed to using Bill Pay. You can arrange for Bill Pay to make payments to your unrelated VFFCU accounts. In order to clarify; a related VFFCU account is one in which you are a primary or joint holder, an unrelated VFFCU account is one in which you are neither the primary nor joint holder.

- Pay bills directly from your Account(s) in the amounts and on the days you request in accordance with the terms of this Agreement to merchants and individuals located in the U.S.
- Obtain Account balances through Visionet24.
- Review the history of past transactions on your Accounts.

**Limitations on Frequency of Transfers** – This regulation was implemented by the Board of Governors of the Federal Reserve System, whose job is to ensure that financial institutions maintain adequate reserves for the funds they have on deposit. It limits the number of pre-authorized, automatic or phone transactions you make each month on a deposit account to a maximum of six. During any month, you may not make more than six transfers from your Share Savings, Club Accounts, Money Market Account, or Sub-Share Accounts to another Credit Union account of yours, or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check, draft, debit card, if applicable, or similar order to a third party.

**Limitations on Dollar Amount of Transfers/Bill Payments** - The maximum aggregate bill payment amount that can be paid per day is unlimited. Limits on dollar amounts for individual transfers or individual bill payments may apply.

**Confidentiality** - Subject to applicable law, we will disclose information to third parties about you and our Accounts or the transfers you make: (i) where it is necessary for completing transfers; or (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or

(iii) in order to comply with government agency or court orders; or if you give us permission; (iv) as stated in the VFFCU Privacy Notice and (v) as otherwise required or permitted by law or government regulation.

**Contact in Event of Unauthorized Transfer** - If you believe your User ID (username) and Password have been compromised, or that someone has transferred or may transfer money from your Account(s) without your permission, call 1-800-235-8455, Or write:

Vision Financial Federal Credit Union

P.O. Box 15818

Durham NC 27704

**Error Resolution Notice** - In case of errors or questions about your Electronic Transfers telephone us at 1-800-235-8455 Or write:

Vision Financial Federal Credit Union, P.O. Box 15818, Durham NC 27704.

Contact VFFCU as soon as you can if you think your statement or information regarding a transaction is wrong or 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. When contacting VFFCU regarding an error resolution, please be prepared to communicate the following information:

- Your name, social security number or other information to establish your identity.
- 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.
- 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 ten (10) Business Days. 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. 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 ten (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 ten (10) Business Days, we may not credit your Account. If we decide that there was no error, we will send you a written explanation within ten (10) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**Electronic Messaging** - VFFCU provides you with the ability to send and receive electronic messages to and from us. Please remember that we will not immediately receive an electronic message sent by you. If you need to contact us immediately, please see the Error Resolution Notice Section of this Agreement. No action will be made on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. Electronic messaging CANNOT be used to notify us of lost or stolen User IDs (username) or Passwords; nor can electronic messaging be used to notify us of unauthorized transactions. Notification of these occurrences must be done as specified in the Error Resolution Notice Section in this Agreement. From time to time, we may send important notices to you concerning your use of our Online Services by electronic messaging. In fact, electronic messaging is the primary means we utilize to inform you of any issues that may arise through your use of the Online Services including, Bill Pay. It is your responsibility to provide us with a valid and current email address if



you wish to receive any such notifications or alerts. The electronic messaging service may not be used to send or receive e-mail messages to or from the general public.

**Electronic alerts** - With Visionet24 electronic Alerts, you can ask us to send you automated messages about your account to your email address within minutes of the actual transaction. Each electronic Alert becomes effective after you set up and activate it in the Alerts menu. You can manage the types of electronic Alerts, and you can edit or stop any electronic Alert at any time. We reserve the right to change the types of electronic Alerts available or terminate the electronic Alerts service at any time. Electronic Alerts are processed real-time. Electronic Alert information may be subject to other time lags and/or delays. We do not guarantee the delivery, timeliness nor accuracy of any electronic Alert, whether within or outside our control. In requesting electronic Alerts, you agree that we will not be liable for any delays, failure to deliver, or misdirected delivery of any e-alert; any errors in electronic Alerts contents; or any actions you or anyone else may take or not take in reliance on an electronic Alert.

Electronic Alerts are sent to the email address you specify within Visionet24. If you change your email address, you are responsible for informing us of the change.

**Limitation of Liability** - Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of the installation, even if we have been advised of the possibility of such damages or losses. We are not responsible for any loss, damage, or injury resulting from an interruption in your electrical power or telephone; the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality, the failure or unavailability of Internet access; problems with Internet Service Providers, any defect or malfunction of your PC, modem, telephone line or mobile phone service. We are not responsible for any services relating to your PC other than those specified in this Agreement. VFFCU makes no warranty, express or implied, to you concerning the Service, equipment, browser or other services including, but not limited to any warranty of merchantability or fitness for particular purpose or non-infringement of third-party rights, unless disclaiming such warranty is prohibited by law.

**Entire Agreement** - This Agreement constitutes the complete and exclusive agreement related to the Online Service, Truth in Savings Agreement, and any other agreement or disclosure related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts or any statement by our employees or agents, this Agreement shall control, only as to electronic fund transfers conducted by using the Online Service.

**Waivers** - No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.

**Assignment** - You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

**Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of North Carolina, without regard to that state's conflict of laws provisions.

**Severability** - If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.