

Online/Mobile Banking Disclosure and Consent Agreement

The terms and conditions within this agreement are in addition to, and do not cancel or supersede, our Membership and Account Agreement brochure or any other agreements or signature cards governing your deposit accounts, loans, or other service relationships with us. This agreement is also subject to applicable federal laws of the United States of America and the laws of the state of Arkansas (to the extent federal law does not preempt Arkansas law) and, except in specific circumstances, this agreement may vary according to applicable laws and regulations.

Throughout these agreements and disclosures, the references to “we,” “us,” “our,” and “credit union” mean ARKANSAS BEST FEDERAL CREDIT UNION (“ABFCU”). The words “you” and “your” mean each person applying for and/or using any of the services described herein. “Account” means any account or accounts established for you as set forth in these agreements and disclosures and/or separate account disclosures. The word “card” means any Debit Card or VISA Credit Card issued to you by us and any duplicates or renewals we may issue. Our Personal Computer Account Access System is hereinafter referred to as “Online Banking.” Online Banking that may be completed on your phone or other handheld device through our application is hereby referred to as “Mobile Banking.” Our Bill Payment System is hereinafter referred to as “Bill Pay.” “Mobile Deposit” refers to the service provided to be able to electronically deposit a check. For joint accounts, read singular pronouns in the plural.

Fees

Online/Mobile Banking is a free service; however, the fees and service charges provided in our Membership and Account Agreement, Checking Account and/or VISA Debit/ATM cards applications, loan applications and agreements, and other disclosures or agreements with us as described in our current schedule of fees and charges may apply to services authorized through Online/Mobile Banking. ABFCU reserves the right to charge for Online/Mobile Banking, including Bill Pay, Mobile Deposit, eZPay, Skip-a-Pay, and Popmoney. You will be given at least twenty-one (21) days advance notice before ABFCU implements any new fees for Online/Mobile Banking, Bill Pay, Mobile Deposit, eZPay, Skip-a-Pay, or Popmoney.

System Availability

Online/Mobile Banking 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.

Hardware and Software Requirements

We do not officially support a specific operating system or a particular browser. We may not support some older web browsers, so if you are using an outdated version, you may need to update it in order to access Online/Mobile Banking. We recommend the latest stable versions of browser software that includes 256 bit encryption. The following web browsers (or higher) will be supported: Chrome 76, Safari 11, Firefox 70, Internet Explorer 11, Microsoft Edge 79 for Windows 7, and Microsoft Edge 84. Continuing to use our electronic services after notice of a change in our requirements will be considered reaffirmation of your consent to receive electronic communications from us.

You must have a mobile device running on either iOS™ 11 or later or Android™ 5 without Face ID or Android™ 10 with FaceID Support in order to access Mobile Banking Services. Your mobile device must have internet access with a compatible browser and a mobile device version of a PDF reader installed on it. If you do not have a reader installed on your device, you can download the Adobe® PDF reader for free at the app store respective to your mobile device.

Access to Your Disclosures and Requesting Paper Copies

The Online/Mobile Banking Disclosure will remain available for viewing and printing within Online/Mobile Banking and on the ABFCU app and is available in paper form upon your request. All other disclosures, change in term notices, eNotices, eAlerts, and other electronic communications related to any activity or transactions you conduct using Online/Mobile Banking will remain available for viewing in the CU Notify system for ninety (90) days, unless you choose to delete the message. Even if you consent to receive documents electronically, you can always obtain a paper copy by requesting one or by printing the electronic document. We may charge you a reasonable fee for delivery of paper copies already provided electronically.

Qualifying Accounts and Enrollment

To enroll in Online/Mobile Banking you must be primary on an account in our records. Joint owners or co-borrowers may access those accounts tied to them. We will tell you which types of accounts qualify for our Online/Mobile Banking services. Any account requiring more than one signature to withdraw or transfer funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

Passwords

To use our Online/Mobile Banking service, you must use a username and a password. Keep them confidential to prevent unauthorized use or loss to your accounts. You agree to protect and keep confidential all passwords or other means of accessing your accounts. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer, other devices used to access your accounts, and your passwords. The loss, theft, or unauthorized use of your passwords could cause you to lose some or all of the money in your accounts. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your password to any person or entity, you assume all risks and losses associated with such disclosure. If you permit any other person or entity to use our Online/Mobile Banking Service or to access or use your password or by other means access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person or entity. Anyone to whom you give your password will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full access to any accounts which are accessed by those passwords, including those accounts belonging to another member with whom you are a joint member. If you believe someone may attempt to use or has used your password without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us. **We will never contact you via phone or email to request your password. If you are contacted by anyone requesting this information, please contact us IMMEDIATELY.** We may, at our discretion, change the parameters for passwords without prior notice to you, and if we do so you may be

required to change your password the next time you access our Online/Mobile Banking service. You also agree that ABFCU may revoke Online/Mobile Banking services if unauthorized Online/Mobile Banking occurs as a result of your negligence in safeguarding the password, challenge questions and answers, or as a result of your negligence in ensuring the security of the device you own and/or use to access the Online/Mobile Banking service.

Limits on Online Funds Transfers

You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be done in U.S. Dollars. We reserve the right to limit or suspend access to our Online/Mobile Banking services as we deem necessary for security reasons. For security reasons, we may implement limits on the number or dollar amount of transactions you can make using our Online/Mobile Banking services. Additionally, we may require additional verification in the form of challenge questions, one-time passwords, PINs, etc. We may change your transfer limits at any time. Any decrease in your transfer limits may be subject to notice, as required by applicable law, but you agree that we may cancel your access to our Online/Mobile Banking services or reduce your limits on the number or amount of transactions you can make using our Online/Mobile Banking services, without prior notice, upon the occurrence of any one of the following events:

- Any of your accounts with us are not current or are not in good standing,
- You have had an overdraft or an item returned for insufficient available funds with respect to any account with us during the current or three prior calendar months, or
- You have had any prior transfer to or from an account canceled, revoked, or uncompleted due to insufficient available funds, revoked authorization, stopped payments, frozen accounts, or any similar reason. We may also limit access from countries other than the United States of America.

Our Liability for Failure to Complete Transfers from Consumer Accounts

If we do not complete a transfer from an account on time or in the correct amount according to our Agreement with you, we will be held liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made;
- If the funds in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction;
- If we reverse a transfer because of insufficient available funds;
- If an account has been closed or is not in good standing;
- If any transfer would go over the credit limit of any account;
- If the Online/Mobile Banking service, your operating system, software or equipment or ours is not functioning properly and it was or should have been apparent to you when you attempted to conduct the transaction;
- If you have not provided us with complete, correct, or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction;
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are or should be aware;

- If you do not instruct us soon enough for your transfer to be received and credited;
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken;
- If we have a reasonable basis to believe that unauthorized use of your Password or Account has occurred or may be occurring;
- You or we have terminated your Online/Mobile Banking Agreement and/or closed the account; or
- For any other reason stated elsewhere in this or any other agreement you have with us.

The list of examples set out in this section is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable. In the event we are ever liable to you for damages related to the Online/Mobile Banking services, your damages will be limited to actual damages only. We will not be responsible for indirect, special, incidental, or consequential damages, court costs or attorneys' fees.

Your Liability for Unauthorized Electronic Funds Transfers

Notify us AT ONCE if you believe:

- Your account may have been accessed without your authority;
- Your card or password has been lost or stolen;
- Someone has transferred or may transfer money from your account without your permission; or
- An electronic funds transfer has been made without your permission using information from your check.

The best way to minimize your possible loss is to telephone us as soon as possible, although you may advise us in person or in writing. If you do not notify us, you could lose all the money in your account (plus your maximum line of credit amount).

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 discover 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.

Also, if your statement shows transfers that you did not make or authorize, tell us AT ONCE. If you do not tell us of any unauthorized or fraudulent use of your account within sixty (60) days after the statement was delivered to you, you may not get back any of the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may, in our sole discretion, extend the time periods.

Business Days

Our Online/Mobile Banking services are generally available twenty-four (24) hours a day, seven (7) days a week. We process transfers between accounts held by us every day; however, we only process other transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.

Periodic Statements

You will receive a monthly or quarterly account statement based on the types of transactions and accounts you have with us. You can elect to receive these statements electronically. Additionally, you can view all your account transaction activity through Online/Mobile Banking.

Disclosure of Account Information

We may disclose information to third parties about your account or transfers You make:

- When it is necessary to complete an electronic transaction;
- In order to verify the existence and conditions of your account for a third party such as a credit bureau or merchant;
- In order to comply with a government agency or court order, or any legal process;
- If You give us written permission.

Errors and Questions

Contact us as soon as you can if you think your statement, receipt, or transaction history is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the **first** statement on which the problem or error appeared.

Your inquiry must include:

- Your name and account number,
- 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,
- The dollar amount of the suspected error, and
- The date of the occurrence.

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 generally tell you the results of our investigation within ten (10) business days of the receipt of your complaint or question (twenty (20) business days if the transaction involved an account opened within the past thirty (30) days). If we need more time, however, 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 after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Notices and Communications

Except as otherwise provided in this agreement, all notices or other communications sent to you will be effective when it is deposited in the U.S. mail, postage prepaid, and addressed to you at your statement mailing address or we make such notices or other communications available to you through electronic means. Notice to any account owner is considered notice to all account owners. The Credit Union is only required to attempt to communicate with you at the most recent address or email address you have provided to us. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them. You agree to notify us promptly of any change in your mailing address, email address, or telephone number.

Mobile Devices

The same terms and conditions of this agreement apply to mobile devices, when and where applicable, used to access Online/Mobile Banking. Although ABFCU does not charge you to access Online/Mobile Banking or for any message sent to your mobile device, you may incur fees from your mobile provider.

Change in Terms/New Services

It may be necessary, from time to time, for us to change the terms or conditions regarding your Online/Mobile Banking access or to introduce new services. If such changes are made, you will be asked to agree to the new terms and conditions during your next login to Online/Mobile Banking or we will send a message to your email address on file. You will have the right to withdraw from Online/Mobile Banking, but by using Online/Mobile Banking following the change, you agree to be bound by the terms contained in the revised agreement.

Cancellation

We have the right to manually terminate your Online/Mobile Banking access at any time. You have the right to terminate your Online/Mobile Banking access at any time. If you wish to do so, please email your request via the Online/Mobile Banking secure messaging system including the name on your account, phone number, and email address or send written notice to us. Our contact information is in the Contact Us section of this document.

No Waiver

Arkansas Best Federal 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 Arkansas Best Federal Credit Union. No delay or omission on the part of Arkansas Best Federal 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.

Terms and Conditions for Electronic Communications

With my submission of this authorization, I request and agree to receive electronically alerts, letters, and other disclosures, hereby known as communications, from Arkansas Best Federal Credit Union (ABFCU). I understand that ABFCU may communicate with me electronically or via postings on a website where I may go to retrieve the information.

I understand and acknowledge that I have the right to receive my communications in paper form. With this authorization, I understand that I will no longer receive these communications in paper form, until the time that I revoke this agreement by giving written notice to ABFCU. If I revoke this agreement at a later time, I will again begin receiving my communications in paper form. If any fees are applicable to issue this revocation, I understand that I will be properly notified.

I understand that to receive these communications electronically, there are certain hardware and software requirements that I must have in place. I realize that I must have a device with online access; I must maintain an email address; and I need the latest version of Adobe Acrobat Reader. 256

bit encryption is required for security. Additionally, I will use the latest version of one of the following browsers: Google Chrome, Apple Safari, Mozilla Firefox, or Microsoft Edge.

I understand that if my email address changes, I will notify ABFCU via one of the contact us channels provided in this document.

Contact Us

Call: 479-649-2060

Write: Arkansas Best Federal Credit Union

PO Box 17020

Fort Smith, Arkansas 72917-7020

Message: use our Online Banking Message Center

Visit: 3501 Old Greenwood Road, Suite #1

Fort Smith, Arkansas 72903

Consent

I have read the terms and conditions and I fully understand all requirements. By clicking below, I give my consent to receive my Arkansas Best Federal Credit Union communications electronically.