



ARKANSAS BEST  
FEDERAL  
CREDIT UNION

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

### **System Availability**

Online 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 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 Banking. 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 with us. The following web browsers will be supported: Internet Explorer 10+, Microsoft Edge, Chrome, Firefox, Safari.

You must have a mobile device running on either iOS™ 8.0 or later or Android™ OS 4.1 (Jelly Bean) or later in order to access Mobile Banking Services.<sup>1</sup> 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 as follows.\*

### **Access to Your Disclosures and Requesting Paper Copies**

The Mobile and Online Banking Disclosure will remain available for viewing and printing within Online Banking and on the ABFCU app. All other disclosures, change in terms notices, and notices related to any activity or transactions you conduct using Mobile or Online 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**

We will tell you which types of accounts qualify for our Online Banking service. You must be a named primary, joint owner, or co-borrower on the account in our records. Any account requiring more than one signature to withdraw, draw or transfer of 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 Banking service, you must use 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 or other devices used to access your accounts and unauthorized use of 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 Banking Service or to access or use your password or other means to 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 other of your accounts which are accessed by those passwords, even if those accounts are in your name with another person. 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 e-mail to request your password. If you are contacted by anyone requesting this information, please contact us IMMEDIATELY by calling (479) 649-2060.** 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 Banking service. You also agree that ABFCU may revoke Mobile or Online Banking if unauthorized Mobile or Online 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 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 in U.S. Dollars. We reserve the right to limit or suspend access to our Online Banking service as we deem necessary for security reasons. Under Federal Reserve Board Regulation D, you may make an unlimited number of deposits or transfers into a savings account; however, you may make no more than six transfers or withdrawals out of such an account per calendar month (not counting transactions made at ATMs or in-person transactions). Transfers made by telephone, personal computer or funds automatically transferred from a savings account to another deposit account for overdraft protection are counted toward the six total permitted monthly transfers or withdrawals. For security reasons, we may implement limits on the number or dollar amount of transactions you can make using our Online Banking service. 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 Banking service or reduce your limits on the number or amount of transactions you can make using our Online Banking service, 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.
- 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 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 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; or
- 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 Banking Agreement and/or closed the account.
- 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 Banking service, 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
- 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 within sixty (60) days after the statement was delivered to you of any unauthorized or fraudulent use of your account, 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.

**Telephone Numbers and Address to notify us of unauthorized account access or activity, lost or stolen credentials, or an unauthorized transaction:**

- Call us at 479-649-2060
- Write us at: Arkansas Best Federal Credit Union P.O. Box 17020 Fort Smith, AR 72917-7020
- Send us an electronic message through our Online Banking Message Center
- Visit Us at 3501 Old Greenwood Road, Ste 1 Fort Smith, AR 72903

**Business Days**

Our Online Banking service is 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**

Unless you have opted in to receiving your statements electronically, you will receive a paper monthly or quarterly account statement. Additionally, you can view all your account transaction activity through Mobile and Online 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**

Telephone 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 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 occurrence.

If you tell us orally, 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). 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 on the date we send them to your last known mailing address that we have for you in our records or we make such notices or other communications available to you through electronic means. 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, e-mail 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 Banking. Although ABFCU does not charge you to access Online 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 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 Banking or we will send a message to your email address on file. You will have the right to withdraw from Online Banking, but by using Online 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 Banking access at any time. You have the right to terminate your Online Banking access at any time. If you wish to do so, please email your request including the name on your account, phone number, and email address to [memberservices@abfcu.org](mailto:memberservices@abfcu.org) or send written notice to:

Arkansas Best Federal Credit Union  
Attn: Member Services  
P.O. Box 17020  
Fort Smith, AR 72903

**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  
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 documents 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 electronically. 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 I must have in place. I realize that I must have a PC with online access; I must maintain an email address; and I need Adobe Acrobat Reader 10.1.12 or higher. 128 bit encryption is required for security. Additionally, I will use one of the following browsers:

- Chrome, Version 30
- Firefox, Version 33
- IE, Version 10 by manually enabling support; Version 11 by default
- Safari, Version 7

I understand that if my email address changes, I will notify ABFCU, via email or U.S. mail of the change in address.

I understand and agree that even though I have agreed to receive communications electronically, I may contact ABFCU by email or telephone to request that a paper copy be sent to me. If any fees are applicable for this service, I understand that I will be properly notified.

## **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.