



## **GEFCU Online Access Agreement and Disclosure Statement**

This agreement states the terms and conditions that apply when you open qualifying account(s) on the Internet, Internet-enable qualifying account(s), access account information over the Internet, or transfer funds between qualifying Internet-enabled accounts. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement.

**NOTE:** E-mail transmissions are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public email system.

### **Explanation of Certain Terms**

- “We”, “us” and “our” means Government Employees Federal Credit Union (GEFCU)
- “You” and “your” mean an individual person or business entity that we permit to use the Internet banking services subject to the terms of this agreement.
- “Authorized representative” means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our online banking service.
- “Internet-enable” your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer, modem, mobile app, smart phone device and/or other means we authorize or allow.
- “Online banking” means the services provided under this agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.
- “Online” means through the Internet by use of a personal computer, smart mobile device or any other screen-based electronic device using an internet browser.
- “Account” means a deposit, loan, or other account for which transactions may be performed using our Online Banking Service.
- “Member account” means an account established primarily for personal, family, or household use.
- “Business account” means an account that is not a member account.
- “Access Codes” include the member generated code selected by you, login ID, password, secure access code and any other means of access to our Online Banking Service

### **Access to Services**

GEFCU will provide instructions on how to use the Online Banking Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Login ID, and password. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance,

updating, revising the software, and in the event of an emergency. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Services or certain features.

### **Devices**

You are solely responsible for the maintenance, installations, and operation of your device. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate the Device properly. We are not responsible for any errors, deletions, or failures that occur as a result of any malfunction of your device or software. Undetected or unrepaired viruses, worms, malware, or similar malicious programs may corrupt and destroy your programs, files, and even your hardware. You should routinely scan your device using a reliable virus detection product. Additionally, you may unintentionally transmit the virus to other devices. GEFCU shall not be responsible for any virus that affects your device or software while using our Service. You agree that you shall not send us any viruses, worms, malware, or similar malicious programs, nor shall you engage in any activity which has a harmful effect on our web site. Do not leave your device unattended while you are in GEFCU's online banking site. Do not allow your internet browser to store your online banking log-in ID or password. Log out of online banking and close your browser completely after each online banking session.

### **Login ID and Password**

To use our Online Banking service, you must use the Login ID and Password we establish or provide for you or Login ID and Password you establish using the parameters acceptable to us. Keep them confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your access codes 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 of your accounts which are accessed by the login ID and password, even if those accounts are in your name with another person. None of our employees or employees of our affiliates will contact you via phone or email requesting your login ID and password. If you are contacted by anyone requesting this information, please contact us immediately at our phone number shown in the section below entitled **Notify us IMMEDIATELY for Unauthorized Transactions**.

### **Protecting Your Personal Information**

We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our member privacy notice before completing any enrollment of a Third Party Service. Our Member Privacy Notice is available on GEFCU's website. You are responsible for protecting your log-in and password (no one at GEFCU or our Online Banking Service has access to this information) and online account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment of any nature you use to access our Online Banking Service.

### **Individual Agreement for Online Banking Service**

We do not have joint agreements for our Online Banking service. If you are an individual or sole proprietor, you are the only member under this agreement. However, any of the accounts to which you have access through our Online Banking Service may be jointly owned with, or joint obligations with others.

### **Qualifying Accounts**

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner/obligor on the account in our records for it to qualify. You agree to provide us with any authority we require before we permit access to any qualifying account. Qualifying accounts are determined at our discretion.

### **How to Use Our Online Banking Service**

Please refer to the online help and instructions on how to use our Online Banking service. These instructions are part of this agreement.

### **Types of Online Banking Services**

You, or someone you have authorized by giving them your access code/login ID and password (even if that person exceeds your authority), can instruct us to perform the following transactions:

- **Transfer funds** between qualifying accounts, same account number, transferring between savings, checking, SWIS Money Market, loan, or any other account on one account number. If there are not available funds in the account from which a transfer is being made at the time the transfer is processed, at our discretion, we may not allow you to complete the transfer, we may overdraw your account and you may be charged a fee, or we may cancel the transfer.
- **External Transfer** of funds to or from your account with another financial institution. You may need to properly verify the external account. If there are not available funds in the account from which a transfer is being made at the time the transfer is processed, at our option, we may not allow you to complete the transfer, we may overdraw your Account and you may be charged a fee, or we may cancel the transfer.
- **Member to Member Transfer** uses online banking to deposit funds into another member's account at our credit union as long as the member receiving the transfer has online banking as well. The recipient's full account number, share ID, and first 3 letters of their last name is needed to complete the transfer.
- **Mobile Text Banking** – you may complete information to establish or update your mobile preferences.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we allow.

**NOTE:** Transfer requests received after 5pm CST on business days and all transactions which are requested on Saturdays, Sundays, or holidays recognized by GEFCU, will be processed on the Credit Union's next business day. For Money Market and Savings accounts, Federal regulations require the Credit Union to limit transfers (including online banking transfers), you can make a total of no more than six (6) transfers and or withdrawals during any four (4) week or similar period. If you exceeded this number, an excessive withdrawal fee may be charged. See the Rate and Fee Schedule for fees and charges.

### **Link to third party websites:**

You may link to unaffiliated third party websites for services related to your account, such as ordering checks. Links to third party websites are provided solely as a convenience to you for information on topics that may be of interest to you. We have no control of the content of third party websites. If you choose to link to a website not controlled by us we make no warranties, either expressed or implied, concerning the content of such site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor do we warrant that such site or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. We do not guarantee the authenticity of documents on the internet. Links to ideas, products, information, or services offered at such sites, or any representation regarding the content at such sites. Our Privacy Policy no longer applies once you leave our site.

**GEFCU is not liable for any loss or liability resulting from any failure of your equipment, or your software, or that of an internet browser provider (such as Internet Explorer, Chrome, or Firefox), by an internet access provider, or by an online service provider, nor will GEFCU be liable for any direct, or indirect, special or consequential damages from your access to or failure to access an online banking account.**

**Third Party Services:**

From time to time, we may make services provided by persons other than us (the “Third Party Providers”) available to you for access through this Service. If we do so, you will be given the opportunity to sign up for these Services after you review and accept the related terms and conditions we will make available to you for these Services. We make no warranty with respect to the additional Services or the Third Party Providers. You agree to hold us harmless for any loss or damage you may incur by your use of these Services. To cancel or change any of these Services, contact us using our contact information within this agreement. These Third Party Services include Bill Pay, Mobile Banking, Member to Member transfers, Text Banking, etc.

**Preauthorized Recurring Fund Transfers**

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

**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.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the right to limit or suspend access to our Online Banking Service as we deem necessary. We may also limit access from countries other than the United States of America.

If any qualifying accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, may be limited to a total of no more than 6 in any specified period. The specified period for money market deposit accounts is the monthly statement period. The specified period for savings deposit accounts is a calendar month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, order, or instruction. A total of only 3 of these kinds of withdrawals may be made by check, draft, debit card, or similar order payable to third parties. Please refer to your Truth in Savings Disclosure for specific account types that may be impacted by this limitation.

**When Online Funds Transfers are made**

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least one (1) business day for us to process transfers.

Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a nonbusiness day, or after our Online Banking cut-off time on any business day, will be considered made on the following business day. Information you obtain about your accounts using our Online Banking Service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

### **Our Liability for Failure to Complete Transfers from Member Accounts**

If we do not complete a transfer from a member 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 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, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.
- If any transfer would go over the credit limit of any account.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- If you have not given us 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 aware.
- If you do not instruct us soon enough for your transfer to be received and credited.
- If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

### **Business Days**

Our Online Banking Service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays recognized by GEFCU are not business days. GEFCU's business day begins at 8:00am CST and ends at 5:00pm CST.

### **Available Banking Transactions with Online Banking**

**Accounts History:** You may obtain or download account balances and transaction information about your accounts, including access to your account history for 24 months. You may be able to view and download image copies of your periodic statements, checks, etc.

**Statement Delivery:** You can change your statement delivery options to enroll in electronic statements (eStatements) through the "Statement Delivery" option. Once you have enrolled in eStatements you will be able to retrieve future statements through the "eStatements" option in online banking.

**Security:** You may change the security information necessary to access your online banking account, such as your password, Login ID, email, and phone contact information, and select alerts you wish to receive.

**My Info:** You may update your contact information.

### **Stopping or Changing Transfers**

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function (transfer or stop payment) in our Online Banking Service that we provide for this purpose no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

You may also call, write, or email us at:

GEFCU Main Office  
512-339-9812  
FAX 512-836-3732

[webmaster@gefco-austin.org](mailto:webmaster@gefco-austin.org)

Mailing Address  
P.O. Box 81535  
Austin, Texas 78708

Physical Address  
10806 Metric Blvd  
Austin, TX 78758

If you call, write, or email, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

If you order us to stop a preauthorized recurring transfer from a member account as described above, and we do not do so, we will be liable for your losses or damages.

### **Statements**

Your funds transfers will be indicated on the account statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your mailing or email address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information. You will continue to receive your mailed (paper) account statement either monthly or quarterly, depending on the type of account, unless you register to receive eStatements only or have an EZ Green checking account.

### **Online Banking Fees**

The Credit Union offers the benefits and convenience of the Online Banking Service to you free. You may incur charges from third parties with respect to your use of Mobile or Text Banking. We are not responsible for and do not have any control over these charges.

### **Disclosure of Information to Others**

See our separate "Member Information Privacy Notice" for more information about how we use member information and your choices.

### **Your Liability for Authorized Transactions**

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person. You may also have the ability to change your access codes and should take steps to do this immediately to protect your information and account funds.

### **Notify us IMMEDIATELY for Unauthorized Transactions**

Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly blocking access to your account by changing your access codes and telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit).

You may call or write:



GEFCU Main Office  
512-339-9812  
FAX 512-836-3732

Mailing Address	Physical Address
P.O. Box 81535	10806 Metric Blvd
Austin, Texas 78708	Austin, TX 78758

If we provide you with another electronic means of notifying us for this specific purpose, you may use that means.

However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

### **Your Liability for Unauthorized Transactions From Member Accounts**

This section applies only to transactions from member accounts.

If you tell us within two (2) business days after you learn of the loss or theft of your access codes involving a member account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, if your statement for a member account shows transfers covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money 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 hospital stay) kept you from telling us, we **may** extend the time periods.

### **Transfers Involving Insufficient Funds**

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction.

We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize. If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

### **In Case of Errors or Questions About Transactions Involving Member Accounts**

This section applies only to transactions covered by this agreement and that involve member accounts.

You may call or write:

GEFCU Main Office  
512-339-9812  
FAX 512-836-3732

Mailing Address  
P.O. Box 81535  
Austin, Texas 78708

Physical Address  
10806 Metric Blvd  
Austin, TX 78758

If you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement as soon as you can.

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

- Tell us your name and account number (if any).
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information.
- 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 so that we receive it 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 provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the 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 are not required to provisionally 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 provisionally credit your account for the amount you think is in error.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### **Changing Terms and Terminating This Agreement**

**Term:** This agreement will become effective when you accept the terms of this agreement and shall remain in full force and effect until termination or cancellation in accordance with the following provisions. We also have the right to make changes in this agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. We reserve the right to implement additional security procedures, such as but not limited to limiting the frequency and dollar amount of transactions from your accounts for security reasons. You agree that your continued use of online banking after we implement new security procedures, or change existing procedures, evidences your agreement to, and acceptance of, the commercial reasonableness of such new or changed procedures.

**Termination of Service:** We may immediately terminate your online banking privileges without prior notice to you under the following circumstances:

1. You do not comply with the agreement governing your deposit or loan accounts;
2. Your accounts are not maintained in good standing; or
3. When you close your last account.

Once we terminate this agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

You may terminate this agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or



pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

**Inactive Status:** We may delete your Online Banking Service if you have not used the Service within the first 30 days after activation or if the Service has been inactive for a year.

You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

**Waivers**

No delay or omission by us in exercising any rights or remedies under this agreement or applicable law 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 of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

**Notices and Communications**

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices 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, email address, or telephone number.

**Recording**

You agree that we may tape record any telephone conversations you have with us regarding the services covered by this agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

**Attorney Fees**

If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

**Law That Applies**

Regardless of where you live or work or where you access our Online Banking service, this agreement is subject to the federal law of the United States of America and the internal law of the State of Texas. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

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**THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:**

**Company Representative If You Are a Business Entity**

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of access codes to a company representative. It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each company representative and anyone else using your access codes has general authority from your company to give us instructions to perform transactions using our Online Banking service.

Each person using your access codes will have the ability to:

- Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use those access codes to make transfers or obtain information or other services.

### **Your Liability for Transactions From Business Accounts**

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted access codes yourself. You may call a branch representative for assistance with terminating an authorized user or company representative. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes. This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.)

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

You may call or write:

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FAX 512-836-3732

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Austin, TX 78758

If you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement as soon as you can.

**Limitations on Our Liability in Connection with Business Accounts**

We will make every reasonable effort to provide full performance of our Online Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking system. Neither will we be liable for any consequential, incidental, special, indirect, or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

**WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**Other Services**

We may provide you other services through our Online Banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

**Security Procedures**

By entering into this agreement and using our Online Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

**Indemnification**

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

**END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS**

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**Signatures**

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

- Using our Online Banking service to perform any transactions.
- Physically signing this agreement.
- Causing your company representative to physically sign this agreement, if you are a business entity.
- Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of our Online Banking service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative.

Your physical signature, electronic consent, or use of our Online Banking service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us by calling or writing:

GEFCU Main Office  
512-339-9812  
FAX 512-836-3732

Mailing Address  
P.O. Box 81535  
Austin, Texas 78708

Physical Address  
10806 Metric Blvd  
Austin, TX 78758

Please print a copy of this agreement for your records.