

# Honda FCU Online and Mobile Banking Terms and Conditions

## PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE:

Honda Federal Credit Union (Honda FCU) requires that all the visitors to our site(s) on the Internet (the "Site") adhere to the following rules and regulations. By accessing the Site you indicate your acknowledgment and acceptance of these terms and conditions.

Honda FCU maintains this Site to provide you with information about Honda FCU products and services and to facilitate communication with Honda FCU and its related companies. Your access to and use of the Site are subject to these terms and conditions and all applicable laws and regulations. From time to time we may revise these terms and conditions.

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You may not be eligible for all the products or services described. Honda FCU reserves the right to determine the eligibility for any product or service.

Any communication or material you transmit to us via the Site or Internet electronic mail is on a non-confidential basis with no promise by Honda FCU not to use such communication or material for any purpose whatsoever, including reproduction, publication, broadcast and posting.

We will use our best efforts to include accurate and up to date information on the Site, but we make no warranties or representations as to the accuracy of the information. You agree that all access and use of the Site and its contents is at your own risk. By using the Site, you acknowledge that we specifically disclaim any liability (whether based in contract, tort, strict liability or otherwise) for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with your access to or use of the Site, (even if we have been advised of the possibility of such damages) including liability associated with any viruses which may infect a user's computer equipment.

With regard to services or products purchased or obtained by the user from a non-Honda FCU person or entity, Honda FCU makes no warranty of merchantability or warranty of fitness for a particular purpose with regard to such services and products and Honda FCU specifically disclaims all other warranties with regard to said services and products.

You agree that your use of this site shall be governed by California law and agree that venue shall be located in Torrance, CA.

## Use and Access Agreement

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1. **Introduction**
- This Use and Access Agreement ("Agreement") for accessing your Honda FCU accounts via Online Banking explains the terms and conditions governing the following online services: banking, bill pay and other banking services offered through Online Banking. This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable federal law or regulation by the laws of the State of California. The terms "we," "us," "our," "Honda FCU" and "Credit Union" refer to Honda Federal Credit Union. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Credit Union holidays.
- Online Banking can be used to access certain Honda FCU accounts. Each of your accounts at Honda FCU is also governed by the applicable account disclosure statement (your "Account Disclosures").
2. **Accessing Your Honda FCU Accounts through Online and Mobile Banking**
- a) Requirements:**
- To access your accounts through Online and Mobile Banking, you must have an eligible Honda FCU account (listed below) , a User ID and an online password. In addition, you must have required software.

Accounts Accessible through Online Banking

Savings Accounts	Visa Classic
Holiday Savings Account	Visa Gold
Checking Accounts	Business Visa
Money Market Accounts	Vehicle Loans
Savings Certificates	Personal Loans
IRA Savings	Co-Maker Loans
IRA Savings Certificates	Classic Reserve
Roth IRA Savings	Mortgage/Trust Deed Loans
Roth IRA Savings Certificates	Equity One
Education Savings	Equity Reserve
Education Savings Certificates	

**b) Fees**

There are no monthly or transaction fees for accessing your account(s) through Online or Mobile Banking. Other fees, as described in the applicable Account Disclosure Statement, may apply to services ordered online and to transfers from a credit account. (Fees may change without notice. See General Terms for more information regarding fees.)

Please note that fees may be assessed and billed separately by your online service provider.

**c) Electronic Mail (E-mail)**

Sending E-mail through Online Banking is a way to communicate with the Credit Union. Honda FCU has provided E-mail forms for you to ask questions about your account(s) or give comments on your banking service. These E-mail forms are accessible after you sign on with your password to a secure session of Online Banking. To ensure the security of your account information, we recommend that you use only these E-mail forms when asking specific questions about your account(s).

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online or Mobile Banking or call 1-800-634-6632.

**d) New Services**

Honda FCU may, from time to time, introduce new services. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Agreement.

**e) Types of Transactions Allowed Using Online Banking**

Through Online Banking, you can manage your accounts from your home or office on your personal computer. You can use Online Banking to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable Account Disclosures.)
- Transfer money to pay your loan or other loans.
- Pay bills to any merchant, institution or individual with a U.S. address.
- Apply for a consumer loan.
- Communicate directly with Honda FCU via E-mail.
- View Account Statements.
- View Check Images.
- Deposit checks online via mail or mobile deposit.
- Open an additional savings account.
- Open a share certificate.
- Reorder checks.
- Withdraw funds by check.
- Stop payment on check(s).

**f) Limitations to Usage - Please be aware of the following account limitations:**

- Savings Accounts – you cannot make more than 6 withdrawals per month.
- Money Market Accounts – you cannot make more than 6 withdrawals per month, all of which can be

checks.

- You may not wire funds from within Online Banking.
- Payments through online bill pay must be made to domestic recipients.
- Transfers made to other financial institutions must be made to domestic institutions.
- The maximum amount in dollars a user can move out of any account in a single day is \$15,000,000.00.
- The maximum amount in dollars a user can move into an account in a single day is \$15,000,000.00.

### 3. Terms and Conditions

The first time you access your Honda FCU accounts through Online Banking confirms your agreement to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure.

#### **a) Enhanced Security**

Enhanced Security gives our members and their accounts additional layers of protection from fraud by using several methods of identity confirmation. After you enter your User ID and password for the first time (either as a new member or first time user of this new system), you will be asked to choose a picture and complete integrated security questions. You will need to remember the answers to the questions you select, and make sure that any joint users of the account are aware of the information provided. From time to time you may be asked to answer these questions while transacting on your account.

If you have any questions, please contact the credit union at 1-800-634-6632.

From time to time you may be asked to answer questions within your online banking session, based upon the banking activity you are executing. These questions are posed to authenticate your account for security purposes. If for any reason you are unable to answer the questions correctly, you will be prevented from completing the banking activity at that time. You will need to retry that activity at a future time.

#### **b) Your User ID and Password**

You will be given a temporary User ID to log into Online Banking for the very first time. Once you have logged in, you will be asked to change your User ID. You will be asked to select a strong 8-20 character User ID. Your User ID must be alphanumeric; contain numbers and letters; special characters are not allowed.

You will also be given a temporary account password to log onto online banking for the very first time. Once you have logged in, you will be asked to change your password. You will be asked to select a strong 8-32 character password that is alphanumeric, case sensitive, and requires the use of at least one special character (e.g. ,!@#%&). This password can be changed by calling us at 1-800-634-6632.

We recommend that you change your password regularly. Honda FCU is entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize this password and do not write it down. You are responsible for keeping your password and account data confidential.

**c) Payment Account** Although there are no fees for accessing your accounts via Online Banking, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify Honda FCU and identify a new payment account for the selected services. Additionally, if you close all Honda FCU accounts, you must notify Honda FCU to cancel your Online Banking and Bill Pay if applicable.

Your Online Banking may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Online Banking may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Honda FCU at 1-800-634-6632.

If you do not schedule or process a payment in your Honda FCU bill payment account via Online Banking for any twelve (12) month period, Honda FCU reserves the right to discontinue your service. Please note that your bill payment information will be lost if your service is discontinued.

If you do not access your Honda FCU accounts via Online Banking for any three month period. Honda FCU reserves the right to discontinue your service.

You agree to be responsible for any telephone charges which you incur by accessing your Honda FCU accounts through Online Banking.

If you wish to cancel your Online Banking, please contact Honda FCU at 1-800-634-6632 or send us cancellation instructions in writing to Honda Federal Credit Union, P. O. BOX 2290, Torrance, CA 90509-2290.

**d) Liability**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Honda FCU, OR by Internet browser providers such as Internet Explorer, Firefox, Safari, Chrome, OR by online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Banking, Mobile Banking or Internet browser or access software.

**e) Hours of Accessibility**

You can access your Honda FCU accounts though Online or Mobile Banking seven days a week, 24 hours a day. However, at certain times, some or all of Online Banking services may not be available due to system maintenance. During these times, you may use the touch-tone telephone service (Audrey), a Honda FCU or network ATM, a Honda FCU branch during normal business hours or our Contact Center at 1-800-634-6632 during normal business hours to conduct your transactions.

A transfer initiated through Online Banking is posted to your account the same day.

Our business days are Monday through Friday, except for credit union holidays. "Credit Union" shall mean all holidays observed by Honda FCU.

**f) Additional Terms and Conditions**

- Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts that are available in the Online Banking. See Section 2 for specific accounts accessible through Online Banking. Account balance and transaction history reflects activity through the close of the previous business day.
- Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Account Disclosures. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**4. Terms and Conditions Applicable to Mobile Banking**

You may access your accounts via Mobile Banking ("Mobile Banking" or "Service"). Use of the Service constitutes acceptance of these Terms and Conditions. In order to remain eligible for the Service, you must adhere to the requirements of the Terms and Conditions. From time to time, the Credit Union may announce additional features and/or changes that become available through the Service.

Mobile Banking features and services may vary depending on the method of Mobile Banking we offer and the method you select. The Service lets you view your balance(s), view transaction history, transfer funds, deposit funds, pay loans, receive alerts, or find nearby ATM or branch locations from a mobile phone. In addition to:

- Mobile Text: Bank quickly on the go by sending simple text messages.
- Mobile Web: Access your account(s) using your phone's mobile browser.

- Mobile Application: Access your accounts through a downloadable application compatible with your mobile phone's operating system.

The Service is free, secure, and available wherever you are, whenever you want.

**a) Enrolling:**

By enrolling in Online Banking you are also enrolling in the ability to access Mobile Banking through your cellular telephone, presuming that you have the ability to send and receive text messages, access the internet through a mobile browser, or download an application that is compatible with your phone's operating system. Your phone only needs to have one of these three capabilities in order for you to use mobile banking. To access mobile banking, you must do the following:

• **Mobile Text (SMS):**

- o Log into the mobile banking website: <https://m.hondafcu.org>. The mobile banking website can be viewed on your mobile device or on a desktop computer web browser if your mobile device does not support web browsing.
- o Select "SMS Settings" from the menu
- o Select "Add a mobile number."
- o Accept the SMS Terms and Conditions.
- o Enter a valid mobile phone number and click Continue. You will receive a text message within a few minutes that provides a verification code you need to enter in the enrollment site. You will then receive a text message from "86020".
- o Respond with a "Y" text message to "86020"
- o You will receive a welcome text message within a few minutes indicating your enrollment. In addition, you will receive a text message asking you to reply to subscribe. You will need to reply "Y" to join.

• **Mobile Web:**

- o Through your mobile browser, pull up <https://m.hondafcu.org>. Sign on to Online Banking as you normally would, using your User ID and primary password. You will then receive a message indicating to check your email for further instructions.
- o Through your email address on record you will receive an email with instructions including a 4 digit PIN. Retrieve that PIN and enter as prompted on the mobile browser page. The PIN is good for 24 hours. You will then complete the one-time authentication process for that mobile device. You will receive a confirmation email notating your successful enrollment. You must have an email address on record in order to successfully enroll.

• **Mobile Application:**

- o Visit the application store if applicable and download Honda FCU's application that corresponds to the operating system for your phone including: iPhone and Android. Through the application, sign on to Online Banking as you normally would, using your User ID and primary password. You will then receive a message indicating to check your email for further instructions.
- o Through your email address on record you will receive an email with instructions including a 4 digit PIN. Retrieve that PIN and log on through the app again to enter PIN. For Apple users, log on again and append that pin to your password. The PIN is good for 24 hours. You will then complete the one-time authentication process for that mobile device. You will receive a confirmation email notating your successful enrollment. You must have an email address on record in order to successfully enroll.
- o To download the Blackberry application, go to the web site on your phone's browser at <https://m.hondafcu.org>. Click on "For a richer experience...." link. Follow the instructions to download the application. Through the application, Sign on to Online Banking as you normally would, using your User ID and primary password. You will then receive a message indicating to check your email for further instructions.
- o Through your email address on record you will receive an email with instructions including a 4 digit PIN. Retrieve that PIN and log on through the app again to enter PIN. The PIN is good for 24 hours. You will then complete the one-time authentication process for that mobile device. You will receive a confirmation email notating your successful enrollment. You must have a valid email address on record in order to successfully enroll.

**b) Access**

Mobile Banking is offered as a convenience to you and is included within our Online Banking services. Mobile Banking is not a replacement to Online Banking from your personal computer.

The Credit Union's Truth in Savings and Electronic Services Disclosure and Agreement which includes disclosures applicable to Online Banking also governs use of Mobile Banking, your access and your password and is incorporated herein by this reference as if set forth in full. You acknowledge receipt of the Credit Union's Truth in Savings and Electronic Services Disclosure and Agreement. The Terms and Conditions of which are incorporated herein by this reference. In the event any provision in the Truth in Savings and Electronic Services Disclosure and Agreement conflicts with any provision in this Agreement, the parties agree that this Agreement shall control. In your electronic communications with us, you must use your User ID and Password. You may then use the tools provided by us.

We are entitled to act upon instructions we receive with respect to the Service under your User ID and Password and you are liable for all transactions made or authorized with the use of your User ID and Password. We have no responsibility for establishing the identity of any person who uses your User ID and Password. You agree that if you give your User ID and Password to anyone or fail to safeguard its secrecy, you do so at your own risk.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from our failure to provide you with access to Service, whether caused by the equipment, software, the Credit Union, Internet services providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of the Service, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

By directing us, the Service used in conjunction with your User ID and Password, you authorize us to complete the transaction. Any requests or instructions we receive from you through the Service constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you.

Your access to Service will be blocked in the event your User ID and Password are entered incorrectly on 5 consecutive attempts. If this happens, please call us at 1-800-634-6632 to have your account unlocked.

Your failure to comply with these Terms and Conditions will result in you no longer being allowed to use the Service.

You understand the importance of your role in preventing misuse of your accounts through the Service and you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information. Notwithstanding our efforts to insure that the Service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Service or e-mail transmitted to and from us, will not be monitored or read by others.

#### **c) Responsibility**

You agree to notify us immediately if you lose, change or cancel the number of your mobile phone. If you believe that someone may have unauthorized access to your Mobile Banking you agree to cancel your Mobile Banking connected with your mobile phone immediately.

You agree to comply with all applicable laws, rules and regulations in relation with Mobile Banking. We make no representation that content or use of Mobile Banking is available for use in locations outside the United States. Accessing from locations outside of the United States is at your own risk.

#### **d) Mobile Deposit**

Mobile Deposit allows you to make check deposits to your Honda FCU share accounts using your mobile device by taking a picture of both sides of a check and submitting the images and associated deposit information to Honda FCU for deposit.

The accounts allowed for deposit through this service are Savings, Checking, Money Market, and Investors Advantage Accounts. You may not deposit checks to loans, share certificates, IRA accounts, Honda Cash accounts, Honda of America business checking accounts or American Honda Corporate checking accounts.

To use this service, click on the Mobile Deposit button located on the Account Menu screen found within the application or browser based mobile banking screen you are using. All open and qualifying shares will be displayed that are available for deposit. You will then be asked to complete three steps:

1. Select the account and share to which you would like to make your deposit.
2. Enter the amount of the check to be deposited.
3. With your mobile device camera, take a picture of the front and back of the check.

After you take a picture of the check, you will see a review page with the deposit-to account, amount to deposit, and images of the front and reverse of the check. If you click on one of the images you will be asked to retake the check picture. When you are satisfied with the check pictures, press submit. The application will process the images, send a request, receive a response, and transmit a deposit dialog box message. In addition you will receive an email indicating your deposit was modified, accepted or rejected. The Blackberry device application, Windows devices, and Text Banking do not provide the ability to deposit checks.

In the event that you forget to select an account to deposit to, an amount to deposit, or take a photo, you will receive an error when you submit the image for deposit. The error message will indicate what information needs to be corrected.

You can get to the View History screen by pressing the hardware menu button and then the "View History" option on your Android phone. You can press the History button on an Apple product. Within the View History screen, you can select a deposit to view the images of the front and back of that specific check. Images will be available to view for up to 90 days.

In the event that the deposited check is rejected during final processing, your account will be debited for the return item within one business day. You will also receive an email indicating the deposited item was not accepted.

The maximum dollar limit of a check to be deposited and accepted by the Mobile Deposit system is \$3,000. The daily aggregate limit for deposit is \$3,000. Your account will be given immediate credit for up to \$3,000 deposited daily; however, adjustments to this amount can occur. For the first 30 days, new accounts are restricted to a maximum deposit of \$1,000 per item and a daily aggregate limit of \$1,000. The first \$200 of your deposit will be available on the first business day. At our discretion we may hold a check for up to 5 days, as applicable by law. The minimum check amount that can be deposited is \$0.01. A day (24 hours) begins at 12:00:00 am ET and continues to 11:59:59 pm ET.

This service is available on Apple iPhones, iPads, and iTouch devices operating iOS 4.3 or greater with a camera. It is available on Android devices. It is not available on iPads 1 and 2, Blackberry devices, devices running Windows, or through the use of the texting service.

This service can be used 24 hours a day, seven days a week, except when our system is unavailable due to needed maintenance or system outages. We are not responsible for the unavailability of the service or any damages that may result from its availability. If the service is not available for any reason or checks cannot be processed by means of the service, you may deposit the checks at any of our branches or by mail.

If you have an error or question with respect to any deposit, please follow the instructions listed in this document under 5. General Terms (c) Questions or Error Correction on Online Banking Transactions. Honda FCU reserves the right to conduct possible periodic audits of the mobile capture process.

Only the following items are eligible for Mobile Remote Deposit: checks drawn on U.S. financial institutions in U.S. dollars, or checks drawn on the United States Treasury, or checks drawn on any state or local government of the United States. Check must be payable to you and endorsed by you with a restrictive endorsement (i.e. "**For Mobile Deposit Only**").



You agree not to attempt to use Mobile Remote Deposit to deposit checks with any of the following characteristics:

- The check is not payable to you;
- The check is payable to Cash;
- Traveler's checks;
- Checks transmitted from an OFAC-restricted country;
- Registered government warrants;
- There is any apparent alteration to the front of the check;
- You know or have reason to believe that the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- The check is payable in a currency other than U.S. dollars;
- The check has been previously converted to a substitute check as defined in the Expedited Funds Availability Act;
- The check has been remotely created;
- The check has been previously submitted for deposit;
- The date of issue of the check is more than 6 months prior to the attempted deposit date;
- You have any reason to believe that the check will not be paid by the institution on which it is drawn; or
- The check is drawn on a financial institution outside the United States.

In the event that you, or any third party, presents, or attempts to present, a deposit in violation of this subsection, you agree to defend, indemnify, and hold Honda FCU and its agents employees and volunteers harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check.

The check images transmitted via Mobile Deposit must be legible and compliant with requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association. We may terminate or change the terms of Mobile Deposit service at any time, including but not limited to the categories of checks we will accept for deposit via Mobile Deposit or endorsement requirements, with or without notice to you. We may, at our sole discretion, refuse to accept any item presented for deposit via Mobile Deposit. Via the previously agreed upon method, we will notify you if we do this. We will have no liability to you for declining to accept items presented for deposit via Mobile Deposit.

You agree not to copy, reproduce, distribute or create derivative works from the content of the Mobile Deposit service or to reverse engineer or reverse compile any technology used to provide the Mobile Deposit service. Honda FCU and our third party service providers, if any, retain all ownership and proprietary rights in the Services, associated content, technology and web sites. After receipt by Honda FCU of any transmission by you of imaged items for deposit to your account, Honda FCU will acknowledge by electronic means its receipt of such electronic transmission. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but at least ninety (90) days from the date processed, and shall properly destroy and dispose of such original checks after such time. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Mobile Deposit service) and (ii) unauthorized use of information derived from the original checks. When you destroy and dispose of the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process, and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment).

We may terminate your use of Mobile Deposit and therefore mobile banking service at any time, with or without cause. We may suspend or terminate the service without prior notice to you if: you breach any agreement with us; we believe there has been or may be a breach in the security of the service or unauthorized activity involving your account; or we are uncertain regarding the authorization, completeness, or accuracy of check information sent to us. Any termination will not affect obligations arising prior to termination, such as the obligation to process checks transmitted to us prior to the termination date or your obligation to indemnify us.

Our liability and your remedy for actual costs and losses resulting from our failure to process checks in accordance with the Terms and Conditions shall not exceed the direct money damages that you incur as a result of our failure. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties who are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy, or omission in any information provided to us; (d) any error, failure, or delay in the transmission or delivery of data, records, or checks due to a breakdown in any computer, mobile transmission, or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g. from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (h) your failure to provide us with complete and correct check images and data in accordance with the Terms and Conditions and our Service instructions; (i) the return of any check by the institution upon which it is drawn; (j) the unavailability of the service for any reason; (k) any information that is lost, intercepted, or destroyed during its transmission to us; or (l) limitations placed on transactions by the Federal Reserve, clearing houses, or exchange network rules or guidelines. Although we may attempt to detect errors in your instructions (e.g. you send an image of the same check to us twice) we assume no liability for failing to do so. We will not be responsible under any circumstances or under any legal theory for special, indirect, or consequential damages, including (without limitation) any loss of profits, opportunity, or goodwill, that you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages.

You understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Credit Union and Truncating Credit Union, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original check that allows for the creation of a substitute check that clearly and accurately represents the information on the front and back of the original check. Honda FCU and its agents may, but shall have no obligation, to screen items or substitute checks for legal compliance. You agree to defend, indemnify, and hold Honda FCU and its agents harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute checks.

#### **e) Mobile Bill Pay**

Through mobile banking you have the ability to pay bills for payees established through online banking. You may also cancel payments and reschedule them. For recurring payments, you are not able to cancel the recurring series; however, you can cancel a single payment. To establish a new payee, you must set it up through online banking. Section 7 below further outlines Honda FCU's Bill Pay service roles and responsibilities.

#### **f) Cancellation of Service**

To cancel the Mobile Banking service through Mobile Text, send a text message to 86020 and in the text body use the words "STOP at any time from your registered mobile phone. You will receive a one-time opt-out confirmation text message. Once this message has been sent you will not receive any future messages.

To Stop access from your phone using text, browser or application access, go into Online Banking and change your password. This will disable Online Banking access from your Mobile Phone.

To uninstall an application downloaded to your Mobile Phone, follow the procedures you would use to uninstall any other application.

You may also call the Contact Center at 1-800-634-6632 to have a Member Service Representative disable account access through mobile banking.

**g) Questions**

In case of questions, contact us at 800-634-6632 or at any time from your mobile phone, send a text message to 86020 and in the text body use the words "HELP" at anything from your text banking registered mobile device. Standard messaging and data rates may apply. Refer to your mobile phone service provider for additional information.

**h) User Conduct**

You agree not to use the Service or the content or information delivered through the Service any way that would (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve gambling, involve the sale of counterfeit or stolen items or use the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation; (d) be false, misleading or inaccurate; (e) create liability for the Credit Union or its affiliates or cause the Credit Union to lose (in whole or in part) the services of any third party providers; (f) be defamatory, trade libelous, threatening or harassing (g) may potentially be perceived as obscene or pornographic or contain child pornography or racially, ethnically or otherwise objectionable; (h) interfere with or disrupt computer networks or infect the computer networks with viruses; (i) interfere with or disrupt the use of the Service by any other party; (j) use the Services in any manner to gain unauthorized entry or access into the Credit Union's computer systems; or (k) resell or make any commercial use of the Services.

**i) Limitations**

We cannot always foresee or anticipate technical or other difficulties with the Service. These difficulties may result in loss of data, personalization settings or other Service interruptions. Notwithstanding the terms contained herein, with respect to the Service, we do not assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings.

**j) Privacy**

We are committed to keeping your information secure and confidential. To this end, these Terms and Conditions incorporate by this reference the Credit Union's privacy policies.

5. General Terms

**a) Changes to Charges, Fees or Other Terms**

For Online Banking and Mobile Banking there are no fees to enroll and use Online Banking or Mobile Banking. We do charge a monthly fee to use internet bill pay if a member does not utilize eDocuments. Once you enroll in online bill pay, you have six months of free usage, and begin paying \$6.00 per month in month seven if you do not use eDocuments. With the use of eDocuments, online bill pay is free of charge.

We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges, or other material terms we will update this Agreement, and either send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for internet transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

**b) Disclosure of Account Information**

You authorize Honda FCU to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we have obtained about your accounts and the transfers you make:

- to comply with government agency or court orders or requests; or
- to verify the existence and condition of your account for third party, such as a credit bureau or merchant; or
- where it is necessary for completing transfers; or

- to provide services relating to your account or to offer other products and services; or
- if you give us your permission.

Through Honda FCU Online Banking involving a Honda FCU account, you should do one of the following:

- Send an E-mail to Honda FCU member Service by filling out the appropriate E-mail form accessible after signing on with your password to a secure session.
- Call Honda FCU at 1-800-634-6632, Monday, Tuesday, Thursday, Friday 8:00am 8:00pm ET, and Wednesday 9:30am -8:00pm ET.
- Write Honda Federal Credit Union, P.O. Box 2290, Torrance, CA 90509-2290, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record.

**c) Questions or Error Correction on Online Banking Transactions**

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-634-6632 or write us at P.O. Box 2290, Torrance, CA 90509-2290 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. 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 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.
- 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 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 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 may not 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 credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-634-6632 to find out whether or not the deposit has been made. You may also enroll in Online Account Alerts within Online Banking to notify you of deposits to your account.

**Periodic statements.** You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).

**Right to stop payment on drafts or preauthorized debits and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 1-800-634-6632 or write us at P.O. Box 2290, Torrance, CA 90509-2290, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call,

we may also require you to put your request in writing and get it to us within 14 days after you call. (We will charge you \$20.00 for each stop-payment order you give.)

If we do not complete a transfer to or from your Honda FCU 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:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not properly followed the instructions for using Online Banking.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payment by a third party) prevent the transfer despite reasonable precautions taken by us.

#### **d) Other General Terms**

**Other Agreements.** In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Account Disclosures, the Credit Unions and regulations, the rules and regulations of any funds transfer system to which the Credit Union belongs, and applicable state and federal laws and regulations. We agree to be bound by them also.

**Honda Federal Credit Unions Right to Terminate this Agreement.** The Credit Union reserves the right to terminate this Use and Access Agreement and your access to Online Banking, in whole or in part, at any time.

**Assignment.** Honda Federal Credit Union may assign or delegate certain of its rights and responsibilities under this Use and Access Agreement to independent contractors or other third parties.

### **6. Protecting Your Account**

#### **a) Preventing Misuse of Your Account**

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Honda FCU at 1-800-634-6632.

Protecting Personal Information. In addition to protecting your account information, you should take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your User ID and Password. The User ID and password that is used to gain access to Online and Mobile Banking should be kept confidential. For your protection we recommend that you change your password regularly. We recommend that you memorize this password and do not write it down. You are responsible for keeping your User ID, password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify Honda FCU at once at 1-800-634-6632.

#### **b) Unauthorized Transactions in Your Honda FCU Accounts**

Notify us at once if you believe another person has improperly obtained your password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call Honda FCU at 1-800-634-6632, Monday, Tuesday, Thursday & Friday, 8:00am 8:00pm ET and

Wednesday 9:30am 8:00 pm ET or write Honda Federal Credit Union, P.O. Box 2290, Torrance, CA 90509-2290.

If your password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you cannot be liable for more than \$50 if someone used your password without your permission to access a Honda FCU deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could be liable for as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within sixty (60) days after the paper or online statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay kept you from telling us, the time periods in this section will be extended.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR ACCESS ID, OR YOUR PASSCODE. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY at 1-800-634-6632.

### **c) Security**

Encryption – The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked”. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority - The servers hosting the Service have been certified by a Certificate Authority to assure you that you are actually talking to the Service instead of someone pretending to be us. If you are using an older browser, you will see that the Certificate Authorities key may have expired; you will need to update your browser. Instructions for upgrading your browser are located on the Browser SSL Update link, which is located on the Service login page. By clicking on the lock within the Service, you can view the certificate to ensure it's valid.

### **d) Additional Security Guidelines:**

All Authorized Users should sign-off after every Service session; however, online sessions will automatically end after twenty (20) minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log-in.

The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.

Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or un-repaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.

Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.

Periodically update your computer operating system and browser for critical security related patches. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

**e) Your Password Responsibilities**

When you accept the terms and conditions of this Agreement, you agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all transfers and Bill Payments you authorize using the Service. If you permit other persons to use the Service, your password, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 1-800-634-6632 during customer service hours. You can also contact us by sending a secure message through the Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSCODE TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSCODE TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AND/OR AN AGGREGATION SERVICE PROVIDER).

In addition to the security features described above, there may be other security related notices posted on our website or the Service from time-to-time. It is your responsibility to read all security notices.

Access to our Service may be canceled in whole or part without prior notice, for any reason at any time, including due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you may reapply online as long as your account is open and in good standing.

**f) Exclusions of Warranties and Limitation of Damages**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER AND MOBILE DEVICE(S). NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE.

THE FOREGOING SHALL CONSTITUTE HONDA FEDERAL CREDIT UNION AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL HONDA FEDERAL CREDIT UNION OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

**g) Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**h) No Waiver**

The Credit Union and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of California, without regard to its conflicts of laws provisions.

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL WE BE RESPONSIBLE FOR ANY LATE FEES, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR MAINTENANCE OF THE SERVICE. THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY

**i) Indemnity**

You agree to indemnify, defend, and hold the Credit Union harmless (by Counsel of Credit Union's choosing) from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Service, any negligent or intentional action or inaction, and/or any breach of this Agreement. The parties agree that this paragraph shall survive the termination of this Agreement.

**7. Bill Payment Terms and Conditions**

**a) Bill Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically five (5) or fewer Business Days from the current date) will be designated within the Service when you are scheduling the Bill Payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller.

When scheduling Bill Payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

**b) Payment Authorization and Payment Remittance**

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions received through the Service. In order to process payments more efficiently and effectively, our Service Provider may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize our Bill Payment Service Provider to remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you and to debit your Payment Account. You also authorize our Service Provider to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another Authorized User of the Service.

**c) Payment Methods**

Our Bill Payment Service Provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, a check payment, or a Laser Draft Payment.

**d) Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (if processing has not begun) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. However, once the



Service has begun processing a Scheduled Payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within this Agreement.

**e) Bill Payment Stop Payment Requests**

The ability of the Credit Union and our Service Provider to process a stop payment on a Bill Payment request will depend on the payment method and whether or not a check or Laser Draft Payment has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any Bill Payment that has already been processed, you must contact our Customer Service department at 1-877-702-6979. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

**f) Returned Payments**

In using the Service, you understand that Billers and/or the United States Postal Service may return Bill Payments to our Service Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. Our Service Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service of returned payments.

**g) Bill Payment Information Authorization**

Requests for Bill Payment privileges may not be fulfilled if the Credit Union and our Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment in the Bill Payment Service; you agree that the Credit Union and our Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that the Credit Union and our Service Providers reserve the right to obtain financial information regarding your account from a Biller or us (for example, to resolve payment posting problems or for verification).

**h) Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

**i) Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall the Credit Union and our Service Provider(s) be liable for any claims or damages resulting from your scheduling of these types of payments. Research of exception payments shall be limited to proof of payment and/or unauthorized payments only. All other research and resolution for any misapplied, mis-posted or misdirected exception payments will be your sole responsibility.

**j) Biller Limitation**

We reserve the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

**k) Failed Transactions**

In using the Service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

- You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned;
- For any amount not reimbursed to the Service Provider within fifteen (15) days of the initial notification, a late charge may be assessed each month against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower;
- You will reimburse our Service Provider for any fees it may incur in attempting to collect the amount of the return from you; and

- Our Service Provider is authorized to report the facts concerning the return to any credit- reporting agency.
- In the event that our Service Provider is unable to collect the funds, Honda Federal Credit Union may collect the funds on their behalf at a later date when funds are available.

### **l) Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

#### **(1) Information Provided to the Biller**

We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by you; contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

#### **(2) Notification**

Our Bill Payment Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, our Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

#### **(3) Cancellation of Electronic Bill Notification**

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

#### **(4) Non-Delivery of Electronic Bill(s)**

You agree to hold harmless Us and our Service Providers should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

#### **(5) Accuracy and Dispute of Electronic Bill**

Neither the Credit Union, nor our Service Providers are responsible for the accuracy of your electronic bill(s). The Credit Union and our Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

### **m) Expedited Payment Service**

This service allows you to submit payments to participating merchants that will be posted to your account with that merchant on the same day or next day, within the parameters of the Service and other parameters established by the participating merchants. In order for an Expedited Payment to post on the same day, you must submit accurate and complete information for the payment, the payment must be submitted on a day during which the U.S. Federal Reserve System is open for operations, and you must submit the payment prior to the merchant's designated daily cutoff time. Expedited Payments submitted without complete or accurate information may be rejected or may not post on time. Expedited Payments

submitted by you on a non-Federal Reserve business day or submitted by you after the applicable merchant's daily cutoff time will be posted the following Federal Reserve business day. You will be charged a fee for each Expedited Payment you submit, regardless of whether the payment was properly submitted. The cutoff time will be displayed to you before the payment is finalized.

This is NOT a "pay anyone" service where you can make payments to any payee; with this service you can only make Expedited Payments to those merchants that participate in the program and the payments you make under this service are subject to the rules of each merchant as to how they define an expedited payment.

(1) Hours of Access - You can use the Expedited Payment Service seven days a week, twenty-four hours a day, although some or all services may not be available occasionally due to emergency or scheduled system maintenance, updates or repairs or for other reasons beyond our control.

(2) Expedited Payment Service Limits

You will not be able to schedule an Expedited Payment for an amount greater than the balance displayed within the bill payment service for the funding account at the time you attempt to schedule the payment.

Additionally, for risk management and security purposes the Expedited Payment Service limits the number of payments and the total amount of payments that you may make per day. You will be given an error message and prevented from fully executing any transaction that exceeds these limits. From time to time we may modify the limits to the frequency or amount of transfers you can make using the Expedited Payment Service. We do not disclose these limits for security purposes. In any event, funds transfers in excess of the then-applicable limits will not be completed.

(3) Fees and other Deductions

The Expedited Payment Service is a transaction-based service. For each Expedited Payment, a fee of \$9.95 will be debited from your account. There are no monthly or recurring fees associated with the service.

(4) Periodic statements.

You will not receive a separate statement for transactions conducted through the Expedited Payment service. These transactions will be noted on your regular periodic statement.

(5) Electronic Communication

Honda Federal Credit Union Expedited Payment service is an electronic Online based service. Therefore, you understand that this Agreement will be entered into electronically.

- You have the right to have this disclosure provided or made available on paper or in non-electronic form;
- You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your bill payment service;
- The consent to receive electronic consumer disclosures applies to all future required consumer disclosures and any amendments, modifications or supplements in connection with the Expedited Payment service;
- You can update your electronic contact information by sending Honda FCU an email through online banking, stopping in a branch or calling Honda FCU's Contact Center at 800-634-6632;
- After checking the "I Agree to the Terms and Conditions" check box, you may request a paper copy of this consumer disclosure for a fee of \$25.00 by calling the Honda FCU's Contact Center at 800-634-6632;
- You understand that to access and retain this disclosure and to use the Expedited Payment service, you must have the following: a PC with a supported Internet browser that has "cookies" enabled and supports 128 bit encryption, an Internet connection for the PC, an e-mail address, and either a printer or sufficient electronic space to store this disclosure.
- You understand we will deliver to you electronically your records of funds transfers and other transactions through the Expedited Payment Service, including without limitation confirmations of individual transactions, and any other communication related to the Expedited Payment service.
- You understand we will deliver to you electronically any customer service communications, including

without limitation communications with respect to claims of error or unauthorized use of the Expedited Payment Service.

(6) Honda Federal Credit Union's Liability

If we do not complete a properly-submitted Expedited Payment on time or in the correct amount according to our agreement with you, we will be liable for any late fees and/or finance charges assessed against you for the late posting of such payment, excluding any fees or charges assessed on your total outstanding balance with that merchant ("Penalties"). We will not be liable for consequential damages that might arise from the payment not arriving in time. Additionally, there are some exceptions. We will not be liable, for instance:

- If you did not provide us accurate information to successfully complete the payment.
- If you do not have enough money in your account to complete the transfer.
- If you are unable to schedule a payment because you have exceeded the risk management limits for the day.
- If you are unable to schedule a payment because the merchant does not participate in the Expedited Payment service.
- If you are unable to schedule a payment because the system is unavailable.
- If you schedule the payment for an incorrect amount.
- If you schedule the payment to be sent after the due date provided by the biller.
- If your payment does not comply with the merchant's policies on payment acceptance.

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