



Energy One Federal Credit Union **Online Bank** Agreement and Disclosure Statement

Introduction

This Agreement and Disclosure Statement for **Online Bank** Service (the “Agreement”) sets forth the terms and conditions for use of our online and electronic banking services, as described herein. You should read this Agreement carefully and keep an electronic and hard copy for your records.

Each time you use any Service described in this Agreement , or allow any other person to use any Service in relation to any of your accounts or financial products or services, you are confirming your acceptance of the terms of this Agreement (including, but not limited to, the terms of that particular Service) that are in effect at that time.

This Agreement is governed by the Bylaws of Energy One Federal Credit Union, federal and state laws and regulations. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court in which the Credit Union is located.

You understand that by checking the box to the Terms and Conditions, using or continuing to use these services, you agree to the terms and conditions of this Agreement. Any instructions provided in connection with the services are modified from time to time. You warrant and agree that you will not use Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any authorized use, will constitute a breach of this Agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from suits, liability, loss, damages, or adverse action of any kind that results directly or indirectly from such use.

Terms and Definitions

The following terms and definitions apply when used in this Agreement:

“You”, “Your”, “Yours” means the Energy One Federal Credit Union member(s) who is authorized to enroll in [Online Bank](#) and thereby agreeing to this Agreement.

“We”, “us”, “our”, “Credit Union” means Energy One Federal Credit Union (the “Credit Union”) or any affiliate of Energy One Federal Credit Union. This Agreement includes Rules for Deposit and Funds Availability Policy.

“Service” is Energy One’s [Online Bank](#) Service.

“Agreement” is this Agreement and Disclosure Statement which describes the types of Electronic Funds Transfers which are available to you thru [Online Bank](#). This Agreement contains your rights and responsibilities concerning transactions that you make thru [Online Bank](#). Including your rights under the Electronic Funds Transfer Act.

“Account(s)” means your eligible Energy One Federal Credit Union savings, checking, loan, share certificate of deposit information and other Energy One Federal Credit Union products that can be accessed through [Online Bank](#).

“Transaction or transactions” means any deposit, order, payment, transfer, withdrawal or other instruction relating to any account or account services provided by the Credit Union.

“Transfer” means any electronic banking transaction, including deposit, withdrawal, or loan payment made electronically. We can process a fund transfer immediately if sufficient funds are available in your account. When you schedule a funds transfer, you authorize us to withdraw the necessary funds from your account with us. Funds are deducted per your request/instruction. Transfers and withdrawals are transacted thru Energy One’s [Online Bank](#) will be recorded on your periodic statement which will be sent mailed or electronically if you have requested an electronic statement.

“Account Access” means your ability to access account and transaction information on Accounts and transfer between Accounts through the Internet.

Acceptance of Terms and Conditions

When you click the box, you are stating that you have read and agree to the Terms and Conditions of Energy One's **Online Bank** Service. If you do not agree to all these terms, do not click the box that states you agree to the Terms and Conditions. By not clicking the Terms and Conditions box, you will not be entitled to access Energy One's **Online Bank**. Energy One Federal Credit Union reserves the right at our discretion to make changes to these Terms and Conditions. Your continued use of Energy One's **Online Bank** constitutes acceptance of the changes and an agreement to be bound by these Terms and Conditions, as amended. If you do not agree to these changes, you agree to discontinue your use of Energy One's **Online Bank**.

This Agreement establishes the rules that cover your electronic access to your account(s) at Energy One Federal Credit Union ("Credit Union") through **Online Bank**. You will be bound by this Agreement when you enroll in **Online Bank**. You also accept all the terms and conditions of this Agreement by using **Online Bank**. Please read it carefully and retain for your records.

When using Energy One's **Online Bank**, you must, when prompted, enter your log on id, member number, password or personal identification number and any other requested information. By entering the correct information you will have direct access to your Credit Union accounts. If you authorize anyone to use your Energy One's **Online Bank** password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Energy One Federal Credit Union password immediately. You are responsible for any transactions made such persons until you notify us that transactions and access by that person are no longer authorized and your Energy One Federal Credit Union password has been changed. If you fail to maintain or change the security of your Energy One Federal Credit Union password and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

Protect your Credit Union: PINs, passwords, logon ids, user name, member number in a secure location.

The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions. This Agreement is binding upon the Credit Union's successors and assigns. This Agreement, together with the Membership and Account Agreement constitutes the entire agreement between you and the Credit Union.

Energy One Federal Credit Union may amend the **Online Bank** service terms and conditions, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law. Your use of these services after such any change will evidence your agreement to any changes. Rejection of the new, modified or amended terms will constitute your termination /cancellation of any services provided pursuant to this Agreement. Upon such termination/cancellation you will remain responsible to pay any sums owed to us pursuant to your existing Agreement with us.

The functions and limitations of **Online Bank** may be updated, without notice, at the option of the Credit Union in order to provide improved service to the membership.

Eligibility

To qualify for access to Energy One's [Online Bank](#), you must be a Credit Union member in good standing and maintain at least one membership share as required by the Credit Union's bylaws.

Membership not in good standing is liable to lose [Online Bank](#) privileges.

Online Banking

You may reach Energy One's [Online Bank](#) at www.energyone.org. [Online Bank](#) is available 7 days a week, 24 hours a day, 365 days a year. Although some or all of the [Online Bank](#) services may not be available occasionally due to emergency or scheduled system maintenance. The use of your Logon ID and password is required to access [Online Bank](#). You can perform the following transactions on ALL ACCOUNT(S) TO WHICH YOU ARE AUTHORIZED AND HAVE BEEN GIVEN ACCESS TO:

- a) Balance and account information on share/savings; draft/checking; share certificates; IRAs and loans.
- b) Transfers between shares/savings, draft/checking and loan accounts.
- c) Transfers from MOST lines of credit are allowed.
- d) Review 400 days of share/savings, draft/checking, share certificate, loan history.
- e) Transfer from share account(s) to other Energy One member share account(s) which you are an authorized signer.
- f) View check images and re-order checks.

Limitations on Transfers/ Transactions

Federal regulations limit transfers for share/savings accounts and money market accounts. During any statement period, you may not make more than six withdrawals or transfers to another Energy One account of yours or to a third party by means of a pre-authorized or automatic transfer. This includes transfers by phone, fax, wire and cable, audio response, overdraft transfers to checking and Internet instruction. No more than three of the six transfers may be made by check, draft or debit card, or similar order to a third party. A pre-authorized transfer includes an arrangement with us to pay a third party from your account upon or oral or written orders including orders received through the automated clearing house (ACH).

If you exceed the transfer limitation set forth above in any statement period, the transfer may not be completed, your share and draft account will be subject to a fee, possible account closure or suspension, or we may revoke your access to [Online Bank](#).

We will not be required to complete a withdrawal or transfer from your accounts if you do not have enough money in the designated account(s) to cover the transaction. You agree not to use [Online Bank](#)

to initiate a transaction that would cause the balance in any of your share or draft account(s) to go negative or any line of credit loan(s) to go over the limit. If you should perform such a transaction, you agree to pay us the excess amount plus any fees. We reserve the right to cancel your **Online Bank** privileges should habitual transactions are performed and not settled.

Please NOTE: Transfers completed in person at a credit union office, through an ATM or by a withdrawal check mailed directly to you are not counted toward the limit of six per month.

Credit Union's Liability To You

If the credit union does not complete a transfer to or from your account(s) on time or in the correct amount, we will be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error. 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, Credit Union, Internet browser providers, Internet access providers, Energy One's **Online Bank** service providers by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct or indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use or maintenance of the equipment, software, Energy One's **Online Bank** service, or Internet browser or access software or otherwise arising out of this Agreement. In this regard, although we have taken measures to provide security for communications from you to us via Energy One's **Online Bank** service and may have referred to such communications as "secured". We cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

1. If we have terminated this agreement;
2. If through no fault of ours, you do not have enough money in your account to make the transfer, or if any funds in your account are held as uncollected funds pursuant to our Funds Availability Policy ;
3. Your account is inactive;
4. If the transfer/transaction would go over your credit limit on your line of credit (if applicable)
5. If the system was not working properly and you knew about the problem when you started the transaction;
6. If circumstances beyond our control (such as fire, flood, power failure, telecommunication outages);
7. If the error was caused by a system beyond the Credit Union's control such as telecommunications system, Internet service provider, any computer virus, or problems related to software not provided by the Credit Union, despite reasonable precautions we have taken;
8. If the funds are pledged as collateral or frozen for a delinquent loan; or funds uncollected;
9. If we are legally restricted from transferring funds to or from your account;
10. If there are other exceptions stated in our agreement with you which you would be aware;
11. If the transaction would cause your account balance to become negative or exceed the credit limit of an established line of credit loan;
12. If other exceptions are introduced as provided by applicable law.

Liability for Unauthorized Transactions

You are responsible for all transfers you authorize using Energy One's **Online Bank** service under this Agreement. If you permit other persons to use your Energy One **Online Bank** password, you are responsible for any transactions they authorize or conduct on any of your accounts. You will be liable for unauthorized access to accounts thru **Online Bank** to the extent allowed by applicable federal and state law. You must tell us at once if you believe anyone has used your Energy One's **Online Bank** password, log on id, member number and accessed your accounts without your authority. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum line of credit) without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

If your statement shows Energy One's **Online Bank** transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was made available to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transaction. If a good reason (such as hospital stay) kept you from telling us, we may extend the time periods.

If you believe your Energy One's **Online Bank** password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 800-364-3628 or contact us by email to info@energyone.org.

Fees for **Online Bank.**

Currently there is no monthly service fee for the use of **Online Bank**. However, we may implement a fee as required by applicable federal and/or state regulations and in such case, we will notify you as soon as practicable. If at that time, you choose to discontinue using **Online Bank**, please notify us in writing.

Account Statements

Your periodic statement can be available electronically. Action is required by you to enroll in electronic statements (eStatements). Otherwise, a periodic paper statement is mailed to address we have on file.

Statement Errors

In case of errors or questions about your Energy One Federal Credit Union **Online Bank** transactions, contact us at the number below, email us at info@energyone.org, or send us a written notice to the address below as soon as possible. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- a) Tell us your name and member number.
- b.) Describe the error or the electronic transaction you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
- b) 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 ten (10) business days.

We will determine whether an error occurred within 10 business days (20 business days if your complaint or question involves a transaction to or from an account within 30 days after the first deposit to the account was made) after we hear from you. We will correct any error promptly. If we need more time, we may take up to 45 days (90 days if your complaint or question involves a transaction to or from an account within 30 days after the first deposit to the account was made) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 days if the complaint or error involves a transaction to or from an account within 30 days after the first deposit to the account was made) 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 after our investigation that an error did not occur, we will deliver or mail to you a written explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other member' rights to privacy) relied upon to conclude that the error did not occur.

Energy One Federal Credit Union

Attention: Online Bank

6100 S. Yale Ave Ste. 100 Tulsa OK 74136

800-364-3628

Errors or questions regarding **Pay it!** Your online payment service: **Bill Pay Service** transactions can be directed to 800-364-3628 or 800-877-8021.

Business Days

Energy One's business days are Monday through Friday and observe most legal banking holidays.

Service Limitations- Exclusion of Warranties

Energy One's **Online Bank** and associated services are provided as "AS IS" without warranties of any kind either expressed or **implied**. Energy One is not responsible for timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings with regards to the services being provided by Energy One, our service providers, or third party services that you might access when using **Online Bank**.

The Quicken link is provided as a convenience to export your **Online Bank** information. Energy One does not share account information with unapproved or unauthorized 3rd party vendors. (i.e. mint.com).

Enforcement/ Restrictions

If we go to court for any reason, we can use a copy, microfilm, microfiche, or photograph of any document or person to prove what you owe or that a transaction has taken place and the copy, microfilm, microfiche, or photograph will have the same validity as the original.

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the applicable state laws as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable state laws, to payment by the other party of its reasonable attorney's fees and cost, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. The parties agree that such legal action shall be filed and heard in the respected state or county court(s), if allowed by applicable law. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any provision of this Agreement.

Restrictions: Your right to use Energy One's **Online Bank** is personal to you; therefore, you agree not to resell or make any commercial use of Energy One's **Online Bank**. You agree not to use Energy One's **Online Bank** services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others) invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others.

Propriety Rights: You acknowledge and agree that Energy One's and /or its licensors or suppliers own all rights to this Website, the content displayed on the site and any intellectual or proprietary property

and/or technology (in any form) made available to you as a part or in conjunction with Energy One's **Online Bank** services. You are only permitted to use any the foregoing as expressly authorized by these Terms and otherwise by Energy One's **Online Bank**. You may not copy, reproduce, distribute or create derivative works from any content. Further, you agree not to reverse engineer or reverse compile any technology associated with Energy One's **Online Bank** services, including but not limited to, any software applications or java applets associated with Energy One's **Online Bank** and its services.

Our rules and regulations and other agreements

Email Address(es)

You must notify us of any changes to your email address to assure timely receipt of email notifications. You understand that eStatements and eNotices will continue to be considered available and delivered even if you are unable to access your email notifications.

Access

We will not be liable under this Agreement for failure to provide access or for interruptions in access to Energy One's **Online Bank** service due to a system failure or due to other unforeseen acts or circumstances.

Your computer equipment

We will not be liable for any errors or failures from any malfunction of your computer, software or any computer virus or other problems related to your computer equipment used with Energy One's **Online Bank** service.

Notices

All notices from us will be effective when we have mailed or emailed them to the last known address or email address on file.

Collection Expense

If we ever have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorney's fees.

Confidentiality and Disclosure of Account Information

We recognize the importance of protecting the confidentiality of our members' personal information. Personal information includes all of the personal identifying information that you provide us in connection with your Account and your use of Energy One's **Online Bank** service.

You authorize us to obtain any information deemed necessary to process your request and we will disclose information to third parties about your account or the transfers you make:

When necessary to complete the transfers;

In order to verify the existence and condition of your account to a third party, such as credit bureau or merchant; or

In order to comply with government agency, court orders, or government laws and regulations;

If you give us your permission; or

On a closed account, if we reasonably believe that you have mishandled it.

Termination

Energy One's **Online Bank** will remain in effect until terminated by you or us. You may cancel **Online Bank** at any time by notifying us of your intent to cancel in writing, via email or calling 800-364-3628 or 918-699-7100 or writing to us at 6100 S. Yale Ave Ste. 100 Tulsa OK 74136. This cancellation applies only to Energy One's **Online Bank** service and does not terminate your other relationships with us. We may terminate your access in **Online Bank** for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so.

To "opt out" of a service, simply write, call or email us at:

Energy One Federal Credit Union

Attn: Debra Lackey

6100 S. Yale Ave Ste 100

Tulsa, OK 74136

800-364-3628

dlackey@energyone.org