



Online Service Agreement for NetTeller

1. In this agreement, the words, “you” and “your” mean each person who accepts this agreement. The words “we”, “us” and “our” mean Heritage South Credit Union. The word “account” means those accounts with us that you may access by use of NetTeller. NetTeller is a system that may be accessed by an on-line computer request through, which, when used in conjunction with the authorization information stated herein, you may request the Credit Union to conduct transactions or perform services upon your behalf as provided by the agreement. “NetTeller” refers to the service connection established between your computer and the Credit Union’s server.
2. By signing this agreement, you agree that you will be responsible for all transfers made by anyone who uses NetTeller to access your account(s) as permitted by law.
3. We will accept computer messages through you using NetTeller requesting the Credit Union to process transactions as permitted under this agreement or as may be provided in the future.
4. You agree the services available are listed in the most recent dated NetTeller brochure. You understand NetTeller may be used to, among other things, transfer funds between certain accounts, withdraw funds from certain accounts, make advances under certain accounts, and make payments to certain accounts. The available services are subject to change at any time without prior notice to you. When using our current NetTeller, your transactions will be in “real-time”, i.e., your communication may be reviewed by us later.
5. You agree that NetTeller messages received after 4:00p.m. (Central Time) generally will not be processed until the next business day.
6. You agree to notify us immediately if you believe your password for NetTeller has been used, obtained, or compromised in any way. You understand we may suspend your access until a new password has been established with NetTeller.
7. You agree that we may, at any time, in our sole discretion and without notice to you, suspend or terminate your access to NetTeller. You may terminate this agreement in writing to us at any time. The termination or cancellation will not affect liability incurred by you prior to termination.
8. Accept as changed by this agreement, account transaction initiated by the use of NetTeller are subject to the rules and agreements covering your accounts with us, and this agreement is made part of and supplemental to those rules and agreements.
9. This agreement may be changed at any time by mailing a copy of any changes to you last statement address. Changes will be effective on the date that we mail them to you unless we are required by law to give you advance notice. Your use of NetTeller after the effective date of any changes will be acknowledging your acceptance of the change.



HERITAGE SOUTH

YOUR COMMUNITY CREDIT UNION

10. You agree we will assume no liability due to your inability to access NetTeller due to communication problems or interruption, equipment failure, or other reasons beyond our control.
11. You agree we accept no responsibility for equipment failure or damage, computer viruses, or software damage which may occur as a result of your use of NetTeller. Even though we believe that NetTeller will prove to be reliable, the system may not always operate properly. We, therefore, do not promise that NetTeller will always be available for your use. You will not attempt to make a transfer when the system tells you or circumstances give you reason to believe that the system is closed or is not operating properly due to a technical malfunction or is otherwise unable to initiate the transaction you desire.
12. You agree you are responsible for all changes assessed by communications companies, local and long-distance telephone companies, internet service providers or other related companies. You understand we currently charge no service fee for access to NetTeller.
13. In order to process your request, you agree we may request and you must meet our security requirements to identify unauthorized users.
14. You will be responsible for all unauthorized transfers made from your accounts by use of NetTeller, subject to the limitations contained in the applicable federal law. Those limitations of your liability for unauthorized transfers are summarized in the disclosures accompanying your account opening agreement. You will inform us at once if you believe unauthorized transfers have been made. The fastest way to notify us is to telephone us at 256-245-4776.
15. You must keep your share account with us open in order for you to use NetTeller.
16. NetTeller will be used only for the type of transaction and to have access to only those accounts that we have approved in advance. If through some error the use of NetTeller permits you to withdraw from an account that you should not be allowed to use, we may charge the amount involved to an account that you can use.
17. NetTeller may not be used to overdraw any account. If you use NetTeller to withdraw an account, then you will owe us that amount (plus any service charge) immediately. Then we may, without having to tell you, either take what you owe us from any account you have with us, or if you have a loan with us, treat the overdraft as a request for a loan advance. If the amount you owe us is not paid, we will be entitled to recover that amount along with any costs we incur in collecting it, including reasonable attorney's fees.
18. We have no obligation to monitor how you use NetTeller or to notify you if we notice any unusual activity with regards to any of your accounts which may be accessed by use of the service.



19. We can delay in enforcing any of our rights under this agreement without losing them. The fact that we do not enforce our rights in one instance does not mean that we will not do so in another instance.
20. Alabama law and any applicable federal law will govern this agreement and all transactions under this agreement.
21. You hereby acknowledge receipt of a copy of this agreement and the Regulation E Disclosure statement.

Regulation E Disclosure Statement

ACCOUNT ACCESS: You may use NetTeller to initiate any of the following transaction, provided the accounts have been authorized for use. You may make:

- Transfers from share to share draft.
- Transfers from share draft to share.
- Transfers from share to loan
- Transfers from share draft to loan

LIMITATION ON FREQUENCY OF TRANSFERS: For security reasons, there are limits on the number of transfers you can make using NetTeller.

LIMITATION ON DOLLAR AMOUNT OF TRANSFERS: For security reasons, there are limits on the dollar amount of transfers you can make using our terminals.

BUSINESS DAYS: Our business days are Monday through Friday. Holidays are not included. NetTeller requests will be honored during these business days.

SUMMARY OF YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS:

Tell us AT ONCE if you believe unauthorized transfers are being made from your account using NetTeller. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s) (plus your maximum overdraft line of credit and open-end credit). If you tell us within 2 business days, you can lose no more than \$50.00 if someone made transactions without your permission. If you believe unauthorized transfers have been made and you tell us within 2 business days after you learn of the unauthorized transfer, you can lose no more than \$50 if someone used the NetTeller without your permission. If you do NOT tell us within 2 business days after you learn of the unauthorized transfers, and we can prove we could've stopped someone from making unauthorized transfers without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could've stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend your time periods.



If you believe that someone has transferred or may transfer money from your account without your permission, call 256-245-4776 or write us at Heritage South Credit Union, P.O. Box 128 Sylacauga, AL 35150.

SERVICE CHARGES: Currently, there is no service charge for access to NetTeller which enables you to make certain electronic fund transfers. However, each account affected by the transaction use of NetTeller will be subject to the regular service charge imposed for that specified amount. Additionally, if you have an existing overdraft credit line or open-end loan account attached to your checking account, any overdrafts may be subject to FINANCE CHARGES in accordance with the terms of the applicable agreement.

SUMMARY OF YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS: You will get a monthly account statement (unless there are no transfers for a particular month). In any case, you will get a statement at least quarterly.

SUMMARY OF CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS: If we do not complete a transfer to or from your account on time or in correct amount according to our agreement with you, we will be liable for losses as required by Federal law. However, there are some exceptions. We will not be liable for, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer;
- If the transfer would go over the credit limit of the loan;
- If the system was not working properly, and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If the funds in your account are subject to a court order or other restriction preventing the transfer; and there may be other exceptions stated in our agreement with you.

CIRCUMSTANCES UNDER WHICH WE WILL DISCLOSE ACCOUNT INFORMATION TO THIRD

PARTIES: The Credit Union will disclose information to third parties about your account or transfers you made:

- When it is necessary to complete the transfers;
- In order to verify the existence and conditions of your account for a third party such as a credit bureau or merchant;
- In order to comply with a government agency or court orders; or



- If you give us written permission.

SUMMARY OF OUR ERROR RESOLUTION PROCEDURE IN CASE OF ERRORS OR QUESTIONS

ABOUT YOUR ELECTRONIC TRANSFERS: In case of errors or questions about your electronic

transfers, telephone us at 256-245-4776 or write us at Heritage South Credit Union P.O. Box 128 Sylacauga, AL 35150, as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. Your inquiry must include:

- Your name and account number;
- 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;
- 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* business days. We will tell you the results of our investigation within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five** 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 use of the money during the time it takes us to complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not credit your account. If we decide there was no error, we will send you a written explanation within three business days after we complete the investigation. You may ask for copies of the documents that we used in our investigation.

*If you give notice of an error within thirty days after you make the first deposit to your account, we will have twenty business days instead of ten business days.

** If you give notice of an error within thirty days after you make the first deposit to your account, notice of an error involving a point of sales transaction or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety days instead of forty-five days to investigate.

***If the error you assert is an authorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten business days.