

# **First Peoples Community Federal Credit Union**

## **FP@ Home Internet Account Access & Bill Payment Disclosure Statement**

### **RETAIN FOR YOUR RECORDS**

The following information defines and describes the types of Electronic Funds Transfers which are available to members with First Peoples FP@ Home Internet Account Access. It also contains your rights and responsibilities concerning these transactions, including your rights under the Electronic Funds Transfers Act. Please read this document carefully. You may want to print or save it for future reference.

**INTERNET ACCOUNT ACCESS** - Our internet address is <http://www.firstpeoples.com>. You can use FP@ Home internet account access to:

1. Obtain balances and other account details on your share and loan accounts.
2. Obtain loan payment due date and payoff information.
3. Obtain current year to date and prior year's dividends paid information.
4. Obtain current year to date and prior year's loan interest paid information.
5. Transfer funds between your share accounts, savings, share draft checking, and money market accounts.
6. Transfer funds to make your loan payments.
7. Make payments to third parties through Bill Pay service (service charges may apply). Bill payer service is provided to First Peoples members by Wescom Resources Group (WRG).
8. ACH origination through our FP@Home ACH transfer method (see attachment A)

**SYSTEM REQUIREMENTS** – In order to use the credit union's internet account access you will need to be on the latest version of Netscape or Internet Explorer. For additional details please see the FP@Home Security link at the top of the log-in screen.

You are solely responsible for establishing and maintaining your computer hardware and software and satisfying all hardware and software requirements.

### **LIMITATIONS ON TRANSFERS -**

1. Federal regulations limit pre-authorized transfers from your regular share account and Money Market Demand Account to no more than six per account per month. This includes transfers by phone, fax, wire and cable, overdraft transfers to checking, and internet transactions.
2. The functions and limitations of First Peoples FP@ Home Internet Account Access service may be updated, without notice, at the option of First Peoples in order to provide improved service to the membership.

**LIABILITY FOR FAILURE TO MAKE TRANSFERS** – If we do not complete a transaction to or from your accounts on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

1. through no fault of ours, you do not have enough money in your account to make the transaction;
2. the transaction would go over the credit limit on your credit line;
3. the network system was not working properly and you were aware of the malfunction when you started the transaction;
4. circumstances beyond our control such as (fire, flood, power failure, or computer down time) prevented the transactions despite reasonable precautions that we have taken;
5. the money in your account is subject to uncollected funds hold, legal process or any other encumbrance or agreement restricting transactions;
6. you PIN / Personal access code has been entered incorrectly;
7. the payee mishandles or delays a payment sent by our bill payment provider;
8. you may not have provided our bill payment provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment; or
9. the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

**LIABILITY FOR UNAUTHORIZED TRANSACTIONS** – By applying for Internet account access, you agree to accept responsibility for protecting the integrity of your PIN and Password, in order to prevent unauthorized transactions and/or account access. You also agree that First Peoples may revoke access if unauthorized account access and/or transactions occur as the apparent result of your negligence in safeguarding the PIN and Password. Granting access to your account via the Internet to any other person (non-owner) will make you financially liable for all unauthorized access, losses or misuse of the account, until reported to First Peoples.

Tell First Peoples at once, if you believe your account number, PIN, password or any record thereof, has been lost or stolen, or if your account has been accessed without your authority. Telephoning is the best way of keeping your possible losses down, but you may also notify us via the Internet or by writing to the address below. You could lose all the money in your accounts, but if you tell us within two (2) business days of the loss, theft or unauthorized access, you can lose no more than \$50.00 if someone accesses your account without your permission. If you do NOT tell us within two (2) business days after you learn of the unauthorized access, and we can prove 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 an electronic fund transfer you did not make or authorize to be made, 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 have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend time periods.

**ADDRESS AND TELEPHONE NUMBER** – If you believe unauthorized access occurred on your account or your PIN or password has been stolen, or that someone has transferred or may transfer money from your account by accessing your account without your permission, call First Peoples Monday through Friday between the hours of 8:00 am and 6:00 pm Eastern Time; and Saturday between the hours of 8:00 am and 1:00 pm Eastern Time at 301-784-3000 or 800-655-8335; send email to [memberservice@firstpeoples.com](mailto:memberservice@firstpeoples.com); or write to us at First Peoples Community FCU, Attn: Accounting Department, PO BOX 1377, Cumberland, MD 21501-1377.

**BUSINESS DAYS** - For purposes of these disclosures, First Peoples Community FCU business days are Monday through Friday, excluding Holidays.

**DOCUMENTATION OF TRANSFERS** – Your periodic statement will specifically identify each electronic transaction. You will receive a monthly account statement for each month in which you initiate electronic transactions. In any case, you will get a statement at least quarterly.

Additionally, through First Peoples CU @ Home Internet Account Access, you can view current transaction activity at anytime or by calling our member services telephone center at 301-784-3000 Monday through Friday 8:00 am to 6:00 pm and Saturday 8:00 am to 1:00 pm.

**STOP PAYMENTS** - First Peoples internet transactions are “real time” and can not be canceled except by performing corresponding reverse transactions. You may be able to stop payment on certain Bill Pay transactions for a fee by calling First Peoples Member Connection Center at 301-784-3000. Any recurring payments initiated by you through Bill Pay service will continue until such time as you specifically cancel those payments.

**CHARGES** – There is no fee to access CU @ HOME Internet Banking. For the stop payment fee and any Bill Pay fee, please refer to the Current Rates link on the credit union’s home web page and click on Fee Schedule, or refer to the Common Features Fee Schedule disclosure that can be obtained at any of our branches.

**CONFIDENTIALITY** – We will disclose information to third parties about your account or the transfers you make:

- a. when it is necessary to do so; or
- b. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- c. in order to comply with government agency or court orders or other legal process; or
- d. if you give us your prior oral or written permission as explained in our privacy disclosure.

**AMENDMENTS** – The credit union may change the terms and conditions of this agreement from time to time by mailing written notice to you at your address as it appears on our records. If any change results in a greater cost or liability to you or decreases access to your accounts, you will be given at least 30 days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or security of CU @ HOME services or designated accounts.

**TERMINATION** – You may terminate this agreement with us at anytime. The credit union reserves the right to terminate this agreement and/or your use of CU @ HOME services with us without cause. We may do so immediately if:

- a. you or any authorized user of your account breaches this or any other agreement with the credit union; or
- b. we have reason to believe that there has been or might be an unauthorized use of your account; or
- c. you or any authorized user of your account requests that we do so.

**COLLECTION COSTS** – You agree to pay the Credit Union our reasonable expenses, including court costs and attorney’s fees, for enforcing our rights under this agreement.

**ADDITIONAL BENEFIT ENHANCEMENTS**- The Credit Union from time to time may offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at anytime.

**RESERVATION OF RIGHTS** – Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

**OTHER AGREEMENTS** – Except as stated otherwise in the Agreement, this Agreement does not alter or amend any terms or conditions of any other agreement you may have with the Credit Union.

**SEVERABILITY** – If any part of this Agreement should be held to be unenforceable, the remaining provisions of this agreement shall remain in full force and effect.

**PAYMENT METHOD** – First Peoples reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods include electronic payment and check payment.

**EXCEPTION PAYMENTS** – Even though tax payments and court ordered payments may be scheduled through Bill Pay, First Peoples discourages such transactions and emphasize that these are scheduled at your risk. In no event shall First Peoples, or the third party service provider (WRG), be liable for any claims or damages resulting from your scheduling of these type of payments. First Peoples nor WRG has no obligation to research or resolve any claim from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be your responsibility. Additionally payments to billers outside of the United States or its territories are prohibited through this service.

**ADDRESS OR BANKING CHANGES** – It is your responsibility to ensure that the contact information in your user profile is current and accurate. This includes such information, but is not limited to, as name, address, phone numbers and email addresses. Changes can be made within the service or by contacting the Member Connection Center. First Peoples is not responsible for any payment processing errors or fees in which you have not provided accurate payment account or contact information.

**OPTION TO RECEIVE ELECTRONIC COMMUNICATIONS** – Through FP@Home Internet site you may receive your account statement in electronic form. To obtain this service you need to log-in and select sStatements from the side menu. After reading the Electronic Statement disclosure information you can either 'Accept' or 'Decline' this option.

**ERROR RESOLUTION NOTICE** – In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, 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.

Address – First Peoples Community FCU, PO BOX 1377, Cumberland, Maryland 21501-1377.

Telephone – 301-784-3000 or toll free outside the area at 1-800-655-8335.

1. Tell us your name, member number and account the error occurred on.
2. Describe the error or 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.
3. 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 (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point of sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation of the complaint or question. If we ask that you put your complaint in writing and you fail to do so within the 10 day period the credit union may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made to the account, unless there was an established account with the credit union before this account was opened.

We will tell you the results within 3 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.

## **Attachment A.**

## **FP@ Home ACH Transfer**

For your convenience, you may wish to initiate automated clearinghouse (ACH) entries and First Peoples Community Federal Credit Union is willing to act as an originating depository financial institution with respect to such entries. By initiating ACH entries, you agree to the terms of this agreement, the National Automated Clearing House Association (NACHA) rules, and applicable local ACH association rules (hereinafter collectively referred to as the 'rules').

### **1. ACH Entry Transmittal**

You shall transmit ACH entries to the credit union in compliance with its formatting and security requirements. You may verify that an entry has occurred by calling the credit union's ACH department at 301-784-3000 or 800-655-8335.

### **2. Credit Union Responsibility to Process, Transmit, and Settle ACH Entries**

(a) Except as provided in parts 3 and 4, the credit union shall

- process ACH entries received by you that satisfy the file specifications set forth in the rules, and
- transmit these ACH entries as an originating depository financial institution to its ACH operator directly or through a third-party ACH processor, and
- settle these ACH entries pursuant to the rules.

(b) Transmission of ACH entries by the credit union to its ACH operator shall occur two (2) business days (one (1) business day if you use the credit union's automatic bill paying system through home banking) prior to the effective entry date shown on the entries, provided:

- the ACH entries are received by the credit union's cutoff time on a business day, and
- the effective entry date is at least two (2) business days (one (1) business day if you use the credit union's automatic bill paying system through home banking) after the transmission date, and
- the ACH operator is open for business on the transmission date.

A business day is a day that the credit union is open to the public for carrying on substantially all its business, other than a Saturday or Sunday. Entries received on those days will be deemed received on the next business day.

(c) If any of the requirements of part (a) or (b) above are not met, the credit union may retransmit the ACH entry upon compliance with the requirements, but it shall have no obligation to retransmit said ACH entry.

(d) We may give you credit for Automated Clearing House (ACH) payments before we receive final settlement of the funds transfer. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified and agree that, if we do not receive such final settlement, we are entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that we may provide you with access to ACH funds before we actually receive the money. However, if we do not receive the money, then we may reverse the entry on your account and you would be liable to repay us.

(e) ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, we will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic statements that we provide.

### **3. ACH Entries on Credit Union Accounts**

If the credit union receives an ACH entry from you on an account maintained by it (also known as an 'on-us entry'), it shall credit or debit the receiver's account in the amount of the ACH entry, on the effective entry date, provided the requirements set forth in part 2 (b) are met. If those requirements are not met, the credit union may retransmit the ACH entry upon compliance with the requirements, but it shall have no obligation to retransmit the ACH entry.

### **4. ACH Entry Rejection**

The credit union may reject an ACH entry not in compliance with the requirements of part 1, or if the ACH entry has an effective date more than two (2) business days (one (1) business day if you use the credit union's automatic bill paying system through home banking) after the business day the ACH entry is received by the credit union. The credit union has the right to reject an on-us entry for any reason pursuant to the rules. It has the right to reject an ACH entry if you fail to comply with its account balance obligations under part 8. The credit union will notify you by mail (by telephone or electronic transmission if you use the automatic bill paying system through home banking) of such rejection, on or before the next business day. The credit union shall have no liability to you by rejecting an ACH entry or the fact that such notice is not given at an earlier time than that provided for herein.

### **5. ACH Entry Amendment or Cancellation**

You cannot amend or cancel an ACH entry after it is received by the credit union. The credit union will use reasonable efforts to act on your request to amend or cancel an ACH entry prior to transmitting it to the ACH operator or, if an on-us entry, prior to crediting or debiting a receiver's account, but it shall have no liability if the amendment or cancellation is not effected.

## **6. Returned ACH Entry Notification**

The credit union will notify you by mail (by telephone or electronic communication if you use the credit union's automatic bill paying system through home banking) if it receives a returned ACH entry from the ACH operator, on or before the next business day. The credit union may retransmit a returned ACH entry, but it has no obligation to do so.

## **7. Settlement of ACH Entries**

You are required to pay the credit union the amount of each ACH credit entry transmitted by it on the date of transmittal by the credit union, and the amount of each on-us ACH credit entry on the effective date of such ACH credit entry, or on a later date as the credit union, in its discretion may determine.

## **8. Settlement of Your Credit Union Account**

The credit union, may, without prior notice or demand, obtain payment on any amount due and payable to it by debiting your account. If shall credit your account for any amount received by the credit union by reason of the return of an entry transmitted by the credit union for which the credit union received payment. Such credit shall be made as of the day of such receipt by the credit union. You shall at all times maintain a balance of available funds in the account to cover your obligations. If there are insufficient funds available in your account to cover your obligations, you agree that the credit union may debit any account maintained by you with the credit union. Alternatively, the credit union may set off against any amount it owes to you in order to obtain payment of your obligations.

## **9. Reconciliation of Your Account**

The periodic statement issued by the credit union will reflect the ACH entries transmitted by it or credited to a receiver's account maintained by the credit union. You agree to notify the credit union promptly of any discrepancy between your records and the information shown on your periodic statement. You must notify the credit union of any such discrepancy within sixty (60) days after the effective date of an ACH entry. The credit union shall not be liable for any losses resulting from your failure to identify and provide it with notice of a discrepancy regarding an ACH entry shown on your periodic statement. Your failure to notify the credit union of any discrepancy within sixty (60) days after the effective date of an ACH entry shall preclude you from asserting a discrepancy against the credit union. For inquiries regarding ACH entries, you should contact the credit union's ACH department at 1-301-784-3000, or 800-655-8335.

## **10. Indemnification**

You agree to perform all obligations under this agreement in accordance with applicable laws and regulation. You agree that payment of an ACH entry by a receiving depository financial institution to a receiver is provisional until receipt of final payment of an ACH entry by the receiving depository financial institution. You acknowledge that if settlement is not received, the receiving depository financial institution is entitled to a refund from the receiver, and you shall not be deemed to have paid the receiver the amount of the entry. You shall indemnify the credit union against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing provisions.

## **11. Liability of Credit Union**

The credit union is only liable for its own negligence in performing services under this agreement. Your acts or omissions, or those of any other person, shall not be the responsibility of the credit union. This includes any acts or omissions of any Federal Reserve Bank or transmission or communication facility, and any receiver or receiving depository financial institution. Further, no person shall be deemed the credit union's agent. You agree to indemnify the credit union against any loss, liability, or expense (including attorneys' fees and costs) resulting from or arising out of any claim of any person that the credit union is responsible for any act or omission of you or any other person.

In no event shall the credit union be liable for any consequential, special, punitive, or indirect loss or damage incurred or suffered by you in connection with the agreement, including, without limitation, any loss or damage from any subsequent wrongful dishonor resulting from the credit union's acts or omission pursuant to this agreement.

The credit union shall be excused from failing to act or delay in acting for circumstances beyond its control, including failure or delay caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, or other circumstances.

Any liability imposed on the credit union for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average federal funds rate at the Federal Reserve Bank of Richmond for the period involved.

## **12. Security Procedure Compliance**

Any ACH entry that appears to be transmitted or authorized by you shall be deemed authorized as your entry. You will be obligated to pay the credit union the amount of the ACH entry, provided the credit union is in compliance with all security procedures regarding the ACH entry.

You are obligated to pay each ACH entry transmitted or authorized by you, regardless of whether the credit union complied with its security procedure with respect to that ACH entry, even if that ACH entry was sent erroneously or the error should have been identified by the credit union.

### **13. Variance Between Name and Account Number**

An ACH entry may describe the receiver inconsistently by name and account number. You acknowledge that payment of an ACH entry transmitted by the credit union to the receiving depository financial institution might be made according to the account number, even if it identifies a person different from the named receiver. Your obligation to pay the amount of the entry to the credit union is not excused in such circumstances.

### **14. Notification of Change**

You will receive any notification of change received by the credit union relating to an ACH entry transmitted by you no later than ten (10) business days after receipt thereof.

### **15. Cost for ACH Services**

The credit union shall charge you for ACH services provided herein as identified on its fee schedule.

### **16. Amendments**

The credit union will provide you with thirty (30) days' advance notice of any adverse changes to you of the terms and conditions of this agreement. The credit union reserves the right to implement a change in terms and conditions of this agreement without prior notice to you to maintain or restore the security of the electronic fund transfer system or your account.

### **17. Notices**

The credit union is not required to act on any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter. It shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by you, and any such communication shall be deemed to have been signed by you.

Any written notice or other written communication required or permitted to be given under this agreement shall be delivered, or sent by United States mail, postage prepaid, or by express carrier to the credit union, as follows:

First Peoples Community Federal Credit Union  
Attn: Accounting Department  
PO Box 1377  
153 Baltimore Street  
Cumberland, MD 21501-1377  
301-784-3000 or 800-655-8335

Any notice to you shall be delivered, or sent by United States mail, postage prepaid, or by express carrier if delivered to you at the current address on your account as maintained by the credit union. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

### **18. Termination**

You may terminate this agreement at any time. Such termination shall be effective on the second business day following the day the credit union receives written notice of the termination or such later date as is specified in that notice. The credit union reserves the right to terminate this agreement immediately upon providing written notice of such termination to you. Any termination of this agreement shall not affect any of your obligations arising prior to the termination.

### **19. Entire Agreement**

This agreement represents the complete agreement between the credit union and you with respect to the subject matter hereof and supersedes any prior agreement(s) between the credit union and you with respect to such subject matter. In the event of any inconsistency between the terms of this agreement and any other agreement or disclosure, the terms of this agreement shall govern. If performance under this agreement would result in the violation of any present or future statute, regulation, or policy, then this agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy. The credit union shall incur no liability to you as a result of such violation or amendment.

### **20. Non-Assignment**

You may not assign this agreement or any of the rights or duties hereunder to any person without the credit union's prior written consent.

### **21. Binding Agreement**

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This agreement is not for the benefit of any other person, and no other person shall have any right against the credit union or you hereunder.

## **22. Headings**

Headings are used for reference purposes only and shall not be deemed a part of this agreement.

## **23 Governing Law**

This agreement shall be construed in accordance with and governed by the laws of the State of Maryland.

The originator acknowledges that it may not initiate entries that violate the laws of the United States. Originator understands that they will be held to an obligation to originate only lawful ACH entries under this agreement. Originators of ACH transactions should also be aware that the credit union may, from time to time, need to temporarily suspend processing of a transaction (particularly an international ACH transaction) for greater scrutiny, which may result in delayed settlement and/or availability of entries.

Originators of international ACH transactions that initiate through the credit union which is under U.S. jurisdiction must acknowledge that the credit union is subject to OFAC-enforced sanctions (Office of Foreign Asset Control). Therefore, originators of ACH transactions should not be acting on behalf of, or transmitting funds to or from, any blocked party subject to OFAC-enforced sanctions.