



This Online Banking Agreement ("Agreement") describes your rights and obligations as a user of the Online Banking service and the Bill Payment service. It also describes the rights and obligations of Heritage Family Federal Credit Union ("HFCU"). Please read this Agreement in its entirety, carefully. By enrolling in and using HFCU's Online Services, the Member acknowledges and agrees to the terms and conditions outlined below. This Agreement supplements and does not replace or change any of the terms of, the agreements and other account documents applicable to your accounts, or any disclosure we have made or will make to you. For example, this Online Banking Agreement is in addition to the Membership and Account Agreement, Truth in Savings disclosure, Electronic Fund Transfers Agreement and Disclosure, and our privacy policy.

DEFINITIONS

"Authorized Representative" refers to a person with authority (with respect to the account).

"Bill Payment" is the online service that enables the scheduling of bill payments using a personal device.

"Device" means your personal device (including but not limited to computer, laptop, tablet, or phone) which enables you, with an internet browser and ISP, to access your Online Account.

"ISP" refers to your Internet Service Provider.

"Online Account" means the HFCU account from which you will be conducting transactions using an Online Service.

"Online Banking" is the HFCU internet-based service providing access to your HFCU account(s).

"Online Services" means the Online Banking service and the Bill Payment service.

"Password" is the generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Online Service.

"Sub-User" is an additional user added by the Authorized Representative which will have access to everything that the Authorized Representative of the account grants them access to, apart from being able to add or delete additional sub-users.

"Time of day" references are to Eastern Standard Time.

"User ID" is the identification code assigned to you for your connection to the Online Service.

"We", "us", "Credit Union", "HFCU" refer to Heritage Family Federal Credit Union which offers the Online Services and which holds the accounts accessed by the Online Services.

"You" or "your" refers to the authorized representative.

PRIVACY NOTICE

HFCU is committed to protecting your privacy. To provide Online Services, HFCU collects personal information related to your account, such as account activity, login history, device details, and usage analytics. All information is treated with strict confidentiality and used to ensure your online banking experience is secure and efficient.

For further details on how your information is collected, used, and protected, please refer to [HFCU's Privacy Notice](#), which is available online and upon request.

DATA COLLECTION DISCLOSURE

Some features included in Online Services may request access to data located on the Device used to access Online Services. This may include biometric, camera, contacts and location data. This data may be accessed in the background and when the app is not in use. You may be prompted to allow access to this data, and if access is not allowed, the feature requiring that data will not be fully functional. HFCU will share such data only with our service providers and contractors for limited purposes, including without limitation providing services, offering certain products and services in connection with the Online Services; communicating with you; enhancing and improving the Online Services and experience; preventing fraud; and completing payment method processing. HFCU also may disclose such data in order to investigate network abuse or a violation of this Agreement or any applicable agreement you may have with HFCU; or other published guidelines; or if you engage in (or are reasonably suspected of engaging in) any illegal activities. We reserve the right to report any suspected illegal activity to law enforcement for investigation or prosecution.

SECURITY

HFCU employs reasonable safeguards to protect your information and prevent unauthorized access. While these safeguards aim to protect your information, you are still required to engage in responsible behavior in protecting your login credentials, passwords, and related information and you are responsible for securing your Devices and internet connections.

Member Responsibilities

- Maintain the confidentiality of login credentials and passwords.
- Notify HFCU immediately of any unauthorized access or suspicious activity.
- Ensure that all information provided to HFCU is accurate and up to date.

Use of Security

You are responsible for keeping your password and Online Service information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not leave your Device unattended while you are using HFCU's Online Service;
- Never leave your Online Service information within range of others; and
- Do not share your privileged account information (including account number, User ID, Password, etc.).

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call HFCU immediately at 888.252.8932. HFCU will never ask you for your account information, credit/debit card information, login information, passwords, or PINs. If you are ever asked for this information, please contact us immediately. Telephoning HFCU is the best way of minimizing your losses and liability.

ACCESS TO SERVICES

HFCU will provide instructions on how to use the Online Service. You will gain access to your Online Service through the use of your Internet-enabled device, your Password and your User ID. You may access your Online Service 24 hours a day, seven (7) days a week. However, availability of the Online Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

To keep your account and personal information secure, if your device is not running on the most recent software versions available some functionality may be restricted or unavailable. Older versions may contain security vulnerabilities that put your information at risk.

New services may be introduced for Online Service from time to time. HFCU will 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 that will be made available to you concerning these services.

Transferring Funds

In addition to viewing account information, you may use Online Service to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts (share drafts), savings accounts (shares), and other accounts.

Funds Transfer Processing and Cut-Off Times

For purposes of transactions, HFCU's business days are Monday through Friday, excluding weekends and Credit Union holidays. All funds transfer requests are subject to system availability, account eligibility, and the availability of collected funds.

- External Transfers: External transfer requests must be received no later than 3:59 p.m. Eastern Time (ET) on a business day to be eligible for next-day processing. Requests

received after this time, or on a non-business day, will be processed in the next business day's processing.

- Internal Scheduled Transfers: Internal transfers scheduled for a specific date must be submitted by 8:00 p.m. ET on the scheduled processing date. Requests scheduled after this time will be processed on the next business day.
- Internal Immediate Transfers: Internal transfers designated as immediate are processed in real time, subject to system availability and account eligibility.

Bill Payment Services

The Bill Payment Service permits you to use your Device to direct payments from your designated checking (share draft account) via your Online Account to third parties you wish to pay. Through Bill Payment, you can pay bills from your Online Account to businesses or individuals.

Use of the Bill Payment Service is outlined in the [Bill Payment Agreement and Disclosure](#).

STATEMENTS

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account, unless you elect to receive the statement via electronic delivery.

ESTATEMENTS AND ENOTICES

eStatements and eNotices Delivery Terms

By selecting "I Agree," you affirmatively consent to electronic delivery of statements and notices ("eStatements" and "eNotices") from Heritage Federal Family Credit Union. For consumer accounts, this consent applies to deposit account statements and, where applicable, credit card statements and notices. For business accounts, this consent applies to deposit account statements and notices. No fee will be assessed for eStatements or electronic notices.

Scope of eStatements and eNotices

These Terms and Conditions govern the electronic delivery of account and credit card statements and notices ("eStatements"). eStatements include deposit account statements and notices and, where applicable, credit card statements. All other account communications will be delivered to the mailing address on file unless otherwise agreed.

Access to eStatements and eNotices

Access to eStatements requires enrollment in eBranch, Heritage Federal Family Credit Union's online banking platform. If your eBranch access is terminated or restricted, delivery will revert to paper statements.

When applying for products or services:

- **Online:** Disclosures may be viewed, saved, or printed.
- **In person, by phone, or via Video Branch:** Disclosures may be provided verbally or visually and mailed or emailed upon request.

Disclosures are generally available at: <http://www.hfcuvt.com/disclosures> or by calling 888.252.8932.

System Requirements

To access eStatements, you must have:

- Internet access, a compatible device, a valid email address, and eBranch access
- A current web browser (latest two versions of Edge, Safari, Chrome, or Firefox) or current mobile app
- Software capable of viewing PDF documents
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Performance may be impacted on unsupported systems. A printer and secure storage are recommended but not required. Updated requirements will be provided as needed.

User Responsibilities

You agree that you can access, review, and retain eStatements. You must maintain a valid email address and promptly notify us of any changes. We are not responsible for verifying receipt or access. If email notifications are undeliverable, we may discontinue electronic delivery and take reasonable steps to reestablish communication.

Withdrawal of Consent

You may withdraw your consent to receive eStatements at any time without charge by:

- Updating your preference within eBranch
- Calling 888.252.8932
- Using online chat, secure message, or Video Branch
- Visiting a branch

Changes may take effect in the next statement cycle. Previously issued eStatements will remain accessible for up to three (3) years.

Paper Copies

Documents delivered electronically will not be mailed. You may print or save copies through the website at any time. Paper copies may be requested; applicable fees will apply in accordance with the Membership Fee Schedule.

Contact Information

You may contact Heritage Federal Family Credit Union to request paper copies, update preferences, or change contact information by:

- Calling 888.252.8932
- Using online chat or secure messaging
- Using Video Branch
- Visiting any branch location

SUB-USERS

By adding a sub-user to your account, you are allowing them to act on your behalf in your account using Heritage Family Credit Union's eBranch service. As the account owner, you can customize the permissions for each sub-user on your account. Sub-users will have access to everything that the Authorized Representative of the account grants them access to, apart from being able to add or delete additional sub-users.

Sub-users will have their own separate login. HFCU's eBranch system logs which account user conducts what activity.

Sub-users who are not joint owners or authorized signers on the account cannot receive help on the phone, via Secure Messaging, or in Branch.

HFCU reserves the right to revoke access to a sub-user at any time in the event of mismanagement of the account, suspicion of fraud or unlawful activity, repeated overdrawing of the account, or other unfavorable activities that put the account owner at risk.

As the account administrator or owner, you can delete a sub-user at any time. You may also change or revoke permissions and can reset their password.

By adding a sub-user and agreeing to this disclosure, you are taking full responsibility for the actions of your sub-user.

LINKED ACCOUNTS

Any accounts with HFCU that you enroll in a service which you are owner of, you may request to be linked to your Online Service. Accounts can only be linked where there is mutual ownership,

or a user is a co-borrower on that loan. For example, if an authorized user of a linked account accesses the Online Service, that authorized user will be able to view and access at a single time the following accounts if requested:

- the IRA accounts for which that person is an authorized user;
- the loan accounts for which that person is an authorized user; and
- any consumer or business accounts for which the person is a co-owner or authorized signer.

Additionally, accounts can only be linked from consumer to consumer or business to business through this method. You can request changes to the linked Online Account(s) within your Online Banking by contacting HFCU by mail, secure message, telephone, or visiting any branch. These requests are subject to review and validation by HFCU.

NO SIGNATURE REQUIRED

When any payment or other Online Service generates items to be charged to your Online Account, you agree that we may debit your Online Account without requiring your signature on the item, and without any additional prior notice to you.

SCHEDULE OF FEES

HFCU offers the benefits and convenience of the Online Service to you free. If requesting an expedited payment option, fees will be disclosed prior to request being finalized.

SECURE MESSAGING

The Online Service provides a secure messaging feature that allows you to communicate with HFCU in a safe and encrypted environment. Through secure messaging, you may send and receive sensitive information, upload and transmit documents, request copies of account records or disclosures, and communicate regarding account-related inquiries. Secure messages are delivered within the Online Service and are not sent through unsecured email channels. You agree to use secure messaging for transmitting confidential or personal information when communicating electronically with us.

ELECTRONIC MAIL (E-MAIL)

If you send HFCU an e-mail message, HFCU will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your Online Accounts or if you need to stop a payment(s) which is scheduled to occur. NOTE: E-mail transmissions outside of the Online Banking are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, User ID, etc. via any general or public e-mail system.

RESTRICTIONS AND TERMINATION OF ONLINE SERVICES

This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

Restrictions and/or Termination for Cause

We may immediately restrict and/or terminate your Online Service privileges without notice to you under the following circumstances:

- You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.
- You do not meet credit union guidelines for the service(s).

We will promptly notify you if we terminate this Agreement or your use of the Online Service for any other reason.

Termination for Convenience

To terminate this Agreement, you must notify HFCU and provide your name, address, the Online Service you are discontinuing, and the termination date of the Online Service. When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. You may notify HFCU by one of the following methods:

By sending an email to *eServices@hfcuvt.com*

By calling 888.252.8932

By writing a letter and either sending it to the following address:

Heritage Family Credit Union
30 Allen Street
Rutland, VT 05701

By speaking with a Member Service Representative at any of HFCU's branches.

We may convert your Online Account to inactive status if you do not sign on to the Online Service or have any transaction scheduled through the Online Service during any consecutive 13-month period. If your Online Account is considered inactive, you must contact us to have the Online Service activated before you will be able to schedule any transaction through the Online Service.

LIABILITY

In no event shall we have liability to you or any third party for any indirect, special or consequential damages resulting from or arising out of this Agreement.

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Service. Unless otherwise required by applicable law, we are only responsible for performing the Online Services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

- If, through no fault of HFCU, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer despite reasonable precautions that we have taken.
- If there is a hold on your account or if access to your account is blocked, in accordance with our internal policies and procedures.
- If your funds are subject to legal proceedings or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify HFCU immediately.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

INDEMNIFICATION

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third-party claim, demand, suit, action or other proceeding and any expenses related to an Online Service.

Third Parties

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Chrome, Edge, Safari, or Firefox, by an internet access provider, or by an online service provider, nor will we be liable for any

direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Service.

Virus Protection

HFCU is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

AGREEMENTS

In addition to this Agreement, you and HFCU agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Service. Your use of the Online Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.

Changes and Modifications

HFCU may modify the terms and conditions applicable to the Online Services from time to time. We may send any notice to you via e-mail, and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Online Services in whole or in part at any time without prior notice. Your use and continued use (regardless of any modifications, amendments or changes to this Agreement) of any of the Online Services constitutes your agreement and acceptance to the terms of this Agreement and all other agreements and documents referenced herein, as they may be amended by HFCU.

Assignments

We may assign this Agreement to an affiliate of HFCU or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

Notices

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

GOVERNING LAW

This Agreement is governed by the laws of the State of Vermont and applicable federal law.

ACCEPTANCE

By accepting below, the Member acknowledges receipt of the [Privacy Notice](#), understands the disclosures regarding data collection, and agrees to the terms of this Online Banking Agreement.