

AGC Credit Union

Virtual Branch Online Service Disclosure

This Agreement is the contract that covers your and our rights and responsibilities concerning AGCCU Virtual Branch Online Services offered to you. The words “you” and “yours” mean those who complete the Virtual Branch Online Service application. The words “we”, “us” and “our” mean AGC Credit Union located at 1440 Lincoln Street, Kingsport, TN 37660, phone number (423) 229-7332.

By signing the Virtual Branch Online registration, you agree to the terms and conditions governing your and our rights and responsibilities concerning the Virtual Branch electronic funds transfer service. Electronic funds transfers (EFT) are electronically initiated transactions involving your deposit and loan accounts at the Credit Union through your personal computer.

You authorize us to utilize Data Base Management, also known as, HomeCU, to provide the services to you on our behalf.

We reserve the right to disapprove any transactions.

Virtual Branch Access

Upon approval, you may use your personal computer to access your accounts. You must use your Virtual Branch User ID and Password to access your accounts.

Availability and Limitations of Virtual Branch Service

Virtual Branch services are generally available 24 hours a day, 7 days a week, 365 days a year except for those times that the system is unavailable due to back-up procedures or maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts.

We may modify, suspend or terminate access to the Virtual Branch services at any time and for any reason without notice.

Virtual Branch Services

You can use Virtual Branch to access all accounts that are linked to your account agreement.

At this time, you may use the following Virtual Branch services:

***Account Information:** You may review balances and transaction history on all accounts and sub-accounts existing under your account agreement. Your account balances are online and include all transactions that have been posted to your account up to that point in time. However, the availability of funds for transfer or withdrawal may be limited due to our Funds Availability Policy. The transaction history information may be limited to recent account information involving your accounts.

***Transfers:** You may make transfers to your accounts and other accounts that you are authorized on as often as you like except for those accounts with transfer limitations as disclosed when you opened the account and any amendments to that disclosure. Transfers and bill payments from your savings and club accounts should not exceed a total of six (6) (Federal Reg D) in any one calendar month. You may transfer or withdraw up to the available balance in your account at the time of transfer, except as limited under this Agreement or your deposit. We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

Transactions involving your accounts will be subject to the terms of your Membership and Account Agreement; and transaction involving a line of credit account or Home Equity Loan will be subject to your Credit Agreement and Disclosures or your Home Equity Agreement and Disclosures, as applicable.

***Request a Check:**

You may request a check withdrawal from any savings, checking, vacation club or money market account. A check will be issued payable to the primary member and mailed to the address on record at the Credit Union.

***Reorder Checks:** You may reorder your personal checks online.

***Change Password:** You may select a new password for your account access at anytime.

Care of Your User ID and Password

You are responsible for the security of your user ID and password at all times. You agree not to disclose or otherwise make your user ID and password available to anyone. If you fail to maintain the security of your user ID and password and AGC Credit Union suffers a loss, we may terminate your account services through Virtual Branch immediately. If you believe that for some reason your user ID and password have been lost or stolen, or that someone has made transfers using your security codes without your permission, notify the Credit Union IMMEDIATELY by phone any time during our normal business hours.

If your statement contains transactions that you did not make, notify US IMMEDIATELY. If you do not notify us within sixty (60) days after the Statement was mailed to you, you may be liable for the full amount of the loss, if we can prove that if appropriate action had been taken and we were notified in a timely manner that the transactions in dispute could have been avoided. We may at our discretion, extend the time period of notification.

You are responsible for all transaction you authorize under this Agreement. If you were to permit other persons to use your user ID and password, you are responsible for any transaction they authorize or conduct on any of your accounts.

Business Days

Our business days are Monday through Thursday, 7 AM to 5 PM; Friday, 7 AM to 6 PM, Excluding holidays.

Our holidays are: New Year's Day, Good Friday (Easter), Memorial Day, July 4th, Labor Day, Thanksgiving (Thursday & Friday), Christmas Eve and Christmas Day.

Statements

All transactions made via Virtual Branch will be listed on your regular account statement(s) that you receive from us.

Limitations

AGC Credit Union will not be liable under NO circumstances if we are unable to complete any transactions initiated in a timely manner using Virtual Branch because of any one or more of the following circumstances:

- *You do not receive confirmation at the time you initiate a transaction.
- *The specific account does not contain sufficient funds to complete the transfer.
- *You have closed the designated account.
- *We have previously identified you as a credit risk and have chosen to terminate your agreement to Virtual Branch services.
- *Failure of all components needed for operation of this link is not working properly and you know or have been advised by us about the malfunction before you execute the transaction.

- *You have not provided us with the correct information for the account(s) to which you wish to transact business.
- *Any circumstances beyond our control (including, but not limited to, fire, and acts of God or nature beyond our control or interference from other outside sources) that prevent the proper execution of the transaction(s) and we have taken reasonable precautions to avoid these circumstances.

Error Resolution

In case of errors or questions regarding your Virtual Branch transaction, call us at (423) 229-7332 or write us at AGC Credit Union, P. O. Box 3526, Kingsport, TN 37664 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(s) or error appeared.

- *Tell us your name and account number.
- *Describe the error or the transaction(s) 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 may take up to forty-five (45) days to investigate the complaint or question. At our discretion, we will credit your account within ten (10) business days after we hear from you, for the amount you think is in error in order that you may have the use of the funds during the time it takes to complete our investigation. If you ask us to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If it is determined there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Account Information Disclosure

We will disclose information to third parties about your account or the transactions you make:

- *Where it is necessary for completing transactions or
- *In order to verify the existence and condition of your account for a third party, Such as a credit bureau or merchant or
- *In order to comply with government agency or court orders or
- *If you give us written permission.