

Border Federal Credit Union  
**Electronic Services Agreement Terms and Conditions**

(for Website, E-Mail Notifications, E-Statements, Automatic Dialing Service, Internet Banking (BFCULive), Text Messaging, Text Banking, Mobile Banking, Mobile App, and Bill Payment Services)

Border Federal Credit Union (BFCU) recognizes the desire for services delivered in an efficient manner using current technological avenues available to consumers. This Agreement governs BFCU's electronic services, including, but not limited to, BFCU's Website, E-Mail Notifications, E-Statements, Automatic Dialing Service, Internet Banking (BFCULive), Text Messaging, Text Banking, Mobile Banking, Mobile App, and Bill Payment Services and future services added providing electronic communication to serve our members' needs, where there's no independent disclosure. BFCU ("we," "us," "our") requires that all visitors to our electronic sites, email systems, texting systems, mobile APPs, and anywhere on the World Wide Web (the "Site") adhere to the following terms and conditions. Accessing the Site or viewing any of its contents shall constitute your acknowledgment of and agreement with these terms and conditions. Occasionally, the terms of this agreement may be modified at any time. These changes will require you to 'agree' to these terms each time to continue using them. Border Federal Credit Union reserves the right to restrict, block, or discontinue any and all electronic services for members who are not in good standing in their accounts.

### **Definitions**

As used in this Agreement, "account" and "accounts" mean BFCU account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with the Credit Union. "You," "your," and "yours" mean the person(s) using the Service. "We," "our," "us," and "Credit Union" refer to the individual Credit Union (Border Federal Credit Union) that holds your accounts. Your device may be any device you use to access services provided by BFCU. Except as specifically set forth in these Terms and Conditions, member access to and use of the Site is subject to all applicable international, federal, state and local laws and regulations. Use of any BFCU service that violates any law or is not compliant with all current laws and regulations authorizes BFCU to immediately block your access to BFCU services.

### **Copyright/Trademarks**

All information, including designs, content and images, contained on the Site is owned by or authorized for use with BFCU's electronic services and is proprietary to the respective owners. Members are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any of the Marks or Content available on or through the Site for commercial or public purposes. Such action and any damages incurred will be prosecuted to the full extent of all applicable laws.

### **Website Content / Use of Information and Materials**

Information available on the Site is provided for informational purposes only, as a courtesy to our members and visitors. Should you decide to take direct action based on general financial content provided on this site, please be aware that you do so at your own risk. Every site visitor has a different financial situation, and what applies ideally to one member may have adverse consequences for another and you accept responsibility for all actions you take based on information provided on the site. Content on the Site may vary based on a member's demographics, preferences or other designating factors. Also, all services and products may not be available to all Site members. Your eligibility for particular products and services is subject to our final determination and approval. No part of this Site may be redistributed, copied, or reproduced without our prior written consent. The information and materials contained on the Site - and the terms and conditions of access - are subject to change without notice.

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### **No Warranties**

ALL CONTENT, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THE SITE, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, COMPLETENESS, ACCURACY OR FREEDOM FROM COMPUTER VIRUS. WE DO NOT ENDORSE NOR ARE WE RESPONSIBLE FOR (A) THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE THROUGH THE SITE OR A LINKED SITE BY ANY PARTY, OR (B) THE CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED SITE. OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, UNDER NO CIRCUMSTANCE WILL WE BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A MEMBER'S RELIANCE ON INFORMATION OBTAINED THROUGH THE SITE OR A LINKED SITE, OR MEMBER'S RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED SITE. IT IS THE RESPONSIBILITY OF THE MEMBER TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITE, OR OBTAINED FROM A LINKED SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE AND OTHER CONTENT.

### **Limitation of Liability for use of the site and linked sites**

IN NO EVENT WILL WE, OR ANY OF OUR AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE OR A LINKED SITE, OR WITH THE DELAY OR INABILITY TO USE THE SITE OR A LINKED SITE, EVEN IF WE ARE MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A MEMBER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (e.g., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. WE CANNOT AND WILL NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE WEBSITE OR ANY SERVICES INCLUDED IN THIS DOCUMENT.

### **Confidentiality of Member Communications**

Except as required by law and in accordance with our Electronic Services and Short Code Privacy Statements, we will maintain the confidentiality of all member communications which contain personal member information and which are transmitted directly to us. Postings by a member on any message board or in any chat room will not be protected as confidential and we may use and provide information contained in any such postings (including any ideas, concepts, know-how or other intellectual property) to any of our subsidiaries and/or affiliates for any purpose whatsoever and as deemed appropriate by us. We make no promises with respect to controlling discussions that may take place on any bulletin board, chat room or other site communication device, but we do reserve the right to monitor communications areas, removing or modifying any material, at our sole discretion. You should be aware that linked sites may contain confidentiality provisions that differ from the provisions contained herein. We are not responsible for such provisions, and expressly disclaim any and all liability related to such provisions.

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**Linked Internet Sites**

We prohibit caching, unauthorized links to the Site and framing of any Content available through the Site. We reserve the right to disable any unauthorized links or frames and specifically disclaim any responsibility for the Content available on any other Internet sites linked to the Site. Access to any other Internet sites linked to the Site is at the member's own risk. You should be aware that linked Sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on the Site. We are not responsible for such provisions, and expressly disclaim any and all liability related to such provisions.

**Secure-Area Access / Data Transmission**

A member can only access secure areas of the Site with a valid password related to accounts held by us. Because of the site security system, should a member attempt to access a secure area more than three (3) times using an invalid member ID or password, that member will be locked out of the secure areas of the site. To regain access the secure areas a member may need to contact a BFCU Representative. Information within the secure areas of the site will use at least 40-bit encryption technology. The secure area will also use secure sockets layer technology. The information will be transmitted among various secure computer systems in order to ensure that all automated clearing house, debit, bill payments and account transfers are made in a timely, efficient and secure manner.

**Changes to Rules and Regulations**

We reserve the right to revise these Terms and Conditions at any time subject to such notice as may be required by applicable law. Your use of the service following receipt of any such notice will constitute your acceptance of any such change. Your use of the services is subject to existing laws and regulations governing your accounts and any future changes to those laws or regulations.

**Violations of Rules and Regulations**

We reserve the right to seek all remedies available at law and in equity for violations of these Terms and Conditions, including the right to block access from a particular Internet address to the Site.

**Access to Password Protected/Secure Areas**

Access to and use of password protected and/or secure areas of the Site is restricted to authorized members only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution to the full extent of all laws.

**Use of "Cookie" File Features**

We reserve the right to store information on a member's computer in the form of a "cookie" or similar file for purposes of modifying the Site to reflect members' preferences. Our Electronic Services Privacy Statement provides additional information regarding our use of "cookies" as well as procedures for disabling cookies.

**Jurisdiction/Governing Law**

Users of this Site agree to submit to the laws of Border Federal Credit Union, the state of Texas, USA and applicable federal law without regard to conflicts of laws and principles.

**Deposit and Credit Agreements**

The terms and conditions in this Agreement shall have priority and take precedence over any existing terms and conditions in existing account and loan agreements you have with us in the event of a conflict.

**Required Equipment**

In order to use the Internet Banking Service, (BFCULive), you need a computer (in this Agreement, your

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computer and the related equipment are referred to together as your "Computer") with a web browser a member number, and Internet Banking PIN. The PIN is the confidential personal identification number you use to access your account(s) through Internet Banking (BFCULive).

You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. Border Federal Credit Union is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. Border Federal Credit Union is also not responsible for any Computer virus or related problems that may be associated with the use of an online system.

**The Service**

To use Internet Banking (BFCULive), or other electronic services, you must have at least one Border Federal Credit Union personal share account and an Internet Banking (BFCULive) PIN. Through Internet Banking (BFCULive), you will have access to any of your Border Federal Credit Union share or loan accounts. Border Federal Credit Union reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

**Internet Banking (BFCULive) Account Access Functions and Limitations of Transfers**

You may use these services to (a) transfer funds between your accounts; (b) obtain account balances; (c) obtain history and transaction information on your accounts; and (d) obtain loan account balance information. These features are limited as follows:

---Your ability to transfer funds between certain accounts is limited by federal law and the Account Agreement. You should refer to the Account Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Internet Banking Service (BFCULive) are counted against the permissible number of transfers described in the Account Agreement.

---There may be at least a one-business-day delay in transferring funds between your accounts, except as otherwise provided in this Agreement.

---Your ability to transfer funds to others is compliant with federal law and the Account Agreement. These transfers may take up to one business day to be completed via Automated Clearing House (ACH) networks.

**Bill Payment Option**

Bill Payment is an optional feature with Internet Banking (BFCULive). In registering for Bill Payment, you understand and agree to pay any monthly fees and other charges resulting from your use of this service. As a registered user of this product, you agree to all terms. All members using bill payment are liable for all related charges resulting from transactions, stop payments, research, and pending bill payment transactions. Fees will be charged if bill pay transactions create an overdrawn status on your account. Refer to BFCU's Fee Schedule for details.

**Mobile Banking**

Border Federal Credit Union provides mobile banking services to its membership. Use of this service constitutes acceptance of all terms and conditions. You may OPT-OUT at any time at [www.borderfcu.com](http://www.borderfcu.com) or contacting us at 830-774-2328.

**Mobile APP**

Border Federal Credit Union provides mobile APP technology. Use of this service constitutes acceptance of all terms and conditions. You may OPT-OUT at any time at [www.borderfcu.com](http://www.borderfcu.com) or contacting us at 830-774-2328.

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**E-Statements**

Border Federal Credit Union encourages all members to convert to E-Statements for security purposes. Statement notifications will be sent to your email address on file quickly after each statement cycle ends. You then retrieve your private information at your convenience. E-Statements are a free service from Border Federal Credit Union.

**Personal Identification Number and Security**

Your Internet Banking (BFCULive) personal identification number (PIN) is required to access Border Federal Credit Union's Internet Banking (BFCULive) functions. You agree not to give or make available your PIN to any unauthorized individual. If you believe your PIN has been lost or stolen, someone has attempted to use the Internet Banking Service without your consent, your deposit account(s) or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify Border Federal Credit Union immediately (see Contact Information below). Border Federal Credit Union does not maintain a record of your PIN. If you lose or forget your PIN, contact Border Federal Credit Union immediately so that you may select a new confidential PIN. All members are encouraged to keep their passwords private. Members are encouraged to select a strong password that is at least 6 characters long.

**Your Liability for Unauthorized Transfer**

Tell us AT ONCE if you believe your account information and/or PIN have been lost or stolen. Telephoning is the best way of keeping your possible losses down. Call 830-774-2328 immediately. You could lose all the money in your accounts (plus your maximum overdraft line of credit and open-end credit). If you believe your account information and/or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your account information and/or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or PIN, and we can prove we could have stopped someone from using your account/and or PIN 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 have stopped someone from taking the money if you had told us in time.

**Errors and Questions**

Telephone us 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. 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:

1. Your name and account number,
2. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information,
3. The dollar amount of the suspected error, and
4. The date of occurrence.

If you tell us orally, we may require that you send us your request or question in writing within 10 business days. We will generally tell you the results of our investigation within 10 business days of the receipt of your request or question (20 business days if the transaction involved an account opened within the past 30 days). If we need more time, however, we may take up to 45 days. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

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**Data Recording**

When you access Internet Banking (BFCULive) to conduct transactions, the information you enter may be recorded. By using Internet Banking (BFCULive), you consent to such recording.

**No Signature Required**

When using Internet Banking (BFCULive) and other electronic services to conduct transactions, you agree that the Credit Union may debit your account to complete the transactions, or honor debits you have not signed.

**Electronic Signature**

"Electronic signatures" may be used for some transactions as permitted by law. By using this service you agree that any use of the e-signature technology is fully acceptable and enforceable as your actual signature.

**Text Messaging**

Border Federal Credit Union may communicate with you via text messaging to your phone with account information or for marketing/promotional purposes. All text messaging for marketing purposes will be stopped if a member activates the OPT OUT feature for this service.

**Automatic Dialer Technology**

Border Federal Credit Union may use any and all updated technology via telephonic means to contact members in reference to their indebtedness and loan delinquency. Any use of this procedure will be in compliance with all applicable laws. There is no OPT-OUT option for members.

**Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your account or transfers you made: 1. When it is necessary to complete the transfers; 2. In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant; 3. In order to comply with a government agency or court orders; or 4. If you give us written permission.

**Charges**

You will not be charged for the "view accounts", or "transfer funds" features of Border Federal Credit Union's Internet Banking (BFCULive). NOTE: Your share and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Account Agreement and Loan Agreement.

**Alterations and Amendments**

The terms of this Agreement, applicable fees, and service charges may be altered or amended by Border Federal Credit Union from time to time. In such event, Border Federal Credit Union shall send notice to you either at your address as it appears on Border Federal Credit Union's records or by online notice through Internet Banking. Any continuation of Internet Banking after Border Federal Credit Union sends you a notice of change will constitute your agreement to such change(s). Further, Border Federal Credit Union may, from time to time, revise or update the Border Federal Credit Union program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, Border Federal Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Border Federal Credit Union programs, services, and/or related material(s) and limit access to Border Federal Credit Union's more recent versions and updates.

**Address Changes**

You agree to promptly notify Border Federal Credit Union, in writing, of any mailing address change or email address change.

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**Termination or Discontinuation**

To best protect your account, notify us if you decide to no longer use Internet Banking (BFCU*Live*), Bill Pay, or other electronic services. You may call 830-774-2328 to OPT-OUT of any electronic service or visit our website at [www.borderfcu.com](http://www.borderfcu.com). Border Federal Credit Union will then block this access and better protect your account information. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

**Payee Limitation**

Border Federal Credit Union reserves the right to impose a frequency or dollar limit on or refuse to make any payment you have directed. Border Federal Credit Union is obligated to notify you promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement or by law.

**Disputes**

In the event of a dispute regarding any electronic service, you and Border Federal Credit Union agree to resolve the dispute by abiding to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Border Federal Credit Union, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Border Federal Credit Union relating to the subject matter of this Agreement. If there is a conflict between what one of Border Federal Credit Union's employees says and the terms of this Agreement, the terms of this Agreement have final control.

**Enforcement**

You agree to be liable to us for any liability, loss, or expense that we may incur as a result of any dispute involving your account or services. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. This agreement shall be governed by and construed in accordance with all applicable federal laws, all applicable substantive laws of the State of Texas, and by the bylaws, policies, and rules of Border Federal Credit Union as they now exist or may be amended hereafter. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent that any such law, regulation or rule may be modified by agreement between us.

**Assignment**

You may not assign this Agreement to any other party. Border Federal Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. Border Federal Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**No Waiver**

No delay or omission on the part of Border Federal Credit Union in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

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**Governing Law**

This Agreement shall be governed by the laws of the jurisdiction in which the Credit Union is located and by applicable Federal laws and regulations.

**Federal Disclosure**

You agree to accept this Agreement online rather than a paper disclosure. We recommend you print the entire Agreement and Terms and Conditions for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.

Contact Border Federal Credit Union at the following:

For urgent notification:

--By email at [bfcu@borderfcu.com](mailto:bfcu@borderfcu.com)

--By phone at 830-774-2328 between 9:00 a.m. and 4:30 p.m. (Central Time) on Monday through Friday.

Or, by mail to:

Border Federal Credit Union

Attn: Member Services Dept

PO Box 420728

Del Rio TX 78842-0728

Fax 830-774-4575

By clicking on "I agree" you hereby agree to all terms listed above and electronic delivery of any and all future disclosures and you have read and agree to the terms and conditions of the Border Federal Credit Union Electronic Services Agreement and Terms and Conditions.

© Border Federal Credit Union

Updated June 1, 2016

\_\_\_\_\_  
Mark Crosby, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew Watters, Secretary

\_\_\_\_\_  
Date