

Affinity Credit Union Agreement and Disclosure

This Agreement governs the use of Affinity Credit Union's Internet Banking Service, jointly referred to as "Internet Banking," provided by Affinity Credit Union, referred to as "Credit Union". By using Internet Banking to conduct transactions, you agree to the terms of this Agreement.

Definitions

As used in this Agreement, "account" and "accounts" mean the credit union 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 Internet Banking. "We," "our," and "us," refer to the Credit Union that holds your accounts.

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, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser (either Netscape Navigator 7.1 or higher, Microsoft Internet Explorer 6.0 Service Pack 1 or higher), 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.

You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. Credit Union is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. 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, you must have at least one credit union personal account and an Internet Banking PIN. Through Internet Banking, you will have access to any of your credit union share accounts or loan accounts. Credit Union reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

Online Account Access Functions and Limitations of Transfers

- You may use Internet Banking to:
- (a) transfer funds from your share, share draft and Money Market accounts;
 - (b) obtain account balances;

- (c) obtain history and transaction information on your accounts;
- (d) obtain loan account balance information and make loan payments from your share and share draft accounts;
- (e) Withdraw funds from your share, share draft and Money Market accounts; and
- (f) These features are limited to the extent, and subject to the terms, noted below.

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

ii. Internet Banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

iii. Transactional information for your accounts will be available from Internet Banking for a maximum of three statement cycles from the date of inquiry.

Personal Identification Number and Security

You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the credit union suffers a loss, we may terminate your EFT services immediately.

Your Liability for Unauthorized Transfer

You are responsible for all transactions you authorize using your EFT services under this agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts, or if you believe that an electronic fund transfer has been made without your permission using information from your check. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen or if you believe someone has used your card or access code or otherwise accessed your accounts without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit and open-end credit).

For EFT transactions involving access devices, including transactions conducted at ATMs, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(515) 288-7225
(800) 343-1028

or write to:

Affinity Credit Union
475 NW Hoffman Lane
Des Moines, IA 50313
Fax: (515) 288-1806

You should also call the number or write the address listed above if you believe a transfer has been made using the information from your check without your permission.

Errors and Questions

In case of errors or questions about electronic funds transfers from your share and

share draft accounts, or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call us at:

(515) 288-7225
(800) 343-1028

or write to:

Affinity Credit Union
475 NW Hoffman Lane
Des Moines, IA 50313
Fax: (515) 288-1806

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain 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 ten (10) business days.

We will tell you the results of our investigation within (10)* 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 (45)** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you 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.

We will tell you the results within three (3) business days of 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.

*If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days to investigate the error.

**If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a POS transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate the error.

Data Recording

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

No Signature Required

When using Internet Banking to conduct transactions, you agree that the Credit Union may debit your account to complete the transactions, or honor debits you have not signed.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or transfers you made:

1. As necessary to complete 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. To comply with a government agency or court orders; or
4. If you give us your written permission.

Charges

You will not be charged for the "view accounts", or "transfer funds" features of Credit Union's Internet Banking. **NOTE:** Your accounts and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the current Account Service Fees Schedule.

Alterations and Amendments

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

Address Changes

You agree to promptly notify Credit Union, in writing, of any address change.

Termination or Discontinuation

You may terminate this agreement or any EFT service under this agreement at any time by notifying us in writing and stopping your use of your card and any access code. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this agreement at any time by notifying you orally or in writing. If we terminate this agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this agreement has been terminated, and that we will accept any further preauthorized transaction instructions. We may also program our computer to not accept your card or access code for any EFT service. Whether you or the Credit Union terminates this agreement, the termination shall not affect your obligations under this agreement for any electronic transactions made prior to termination.

Payee Limitation

Credit Union reserves the right to impose a frequency or dollar limit on or refuse to make any payment you have directed. 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.

Disputes

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

Assignment

You may not assign this Agreement to any other party. Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. 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

Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Credit Union. No delay or omission on the part of 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.

Governing Law

This Agreement shall be governed by the bylaws of the Credit Union, federal laws and regulations of the State of Iowa, and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the credit union is located.

Disclosure

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