

# Liberty Savings

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## FEDERAL CREDIT UNION

### INTERNET BANKING AGREEMENT AND DISCLOSURE

#### **Legal Disclosure Requirements**

This Internet Banking Agreement and Disclosure (Agreement) is the contract, which covers your and our rights and responsibilities concerning the LibertyLink Internet Banking Services offered to you by Liberty Savings Federal Credit Union (LSFCU). This Web Banking Service allows you to access a number of financial services through the use of personal computers or similar devices. You may go to [www.LSFCU.org](http://www.LSFCU.org) to have access to your accounts and perform various transactions.

#### **You may use LibertyLink to:**

- a. Make withdrawals from your share and share draft accounts. A check will be mailed to you on the next business day.
- b. Obtain account balances, loan payment amounts, and due dates.
- c. Transfer funds between share, share draft and loan accounts. Federal regulations may limit the number of transfers from certain kinds of accounts. See account disclosures.
- d. Make VISA loan payments.
- e. Obtain information about the last dividend paid to the account.
- f. Obtain information about the most recent payroll deduction/direct deposit made to your account.
- g. Obtain information on share drafts cleared within the past 12 months.

When you do the above transactions, you are subject to all the terms of the contracts for those accounts.

You are responsible for your User ID and PIN (Access Code) and for any LibertyLink transaction you authorize using your User ID and PIN. Joint account holders and other persons who are authorized to use the User ID and PIN are also bound by the terms and conditions contained in this Agreement and Disclosure. You agree that if you give your User ID and PIN to someone else to use, you are authorizing them to act on your behalf and you will be responsible for any use of LibertyLink by them. You agree to protect your User ID and PIN. Do not keep your User ID and PIN in the same place. Memorize your User ID and PIN. Do not give your User ID and PIN to anyone you do not wish to allow total access to your account information or any permitted transaction.

**Tell us at once** if you believe your User ID and PIN have been lost or stolen. Telephoning us is the fastest way to prevent possible losses, but we may require you to put the information in writing. You could lose all the money in your accounts plus the maximum amount of any line of credit loans. If, however, you tell us within 2 business days, you can lose no more than \$50.00, if someone uses your User ID and PIN without your permission.

If you do not tell us within two business days after you learn of the loss or theft of your User ID and PIN, and we can prove we could have prevented someone from using the User ID and PIN, you can lose as much as \$500.00.

If your statement shows transactions you did not authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not be able to recover any losses incurred after 60 days, if we can prove that with proper notice we could have prevented the loss. You should:

- a. Give us the name and account number.
- b. Describe the error or transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send, and we receive your complaint or question in writing within ten (10) business days.

If a good reason (such as a hospital stay, or long trip) kept you from telling us, we may extend the time period.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If additional time is required, it may take up to forty-five (45) days to investigate your complaint or question. If so, your account will be adjusted within ten (10) business days for the amount you think is in error. 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 adjust your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after our investigation is complete. You may request copies of the documents used in our investigation. A fee may be charged for this document request.

### **Reporting Lost or Stolen PIN and the Notification of Unauthorized Transactions**

If you believe that your User ID and PIN have been lost or stolen, or you discover an unauthorized transaction on your statement, call or write us at the address listed below. If unauthorized activity occurs, you agree to cooperate during the investigation and to complete an Affidavit of Unauthorized Use or a similar form.

LibertyLink Coordinator  
Liberty Savings Federal Credit Union  
666 Newark Avenue  
Jersey City, NJ 07306-2306  
201-659-3900

Business Days

While you may access your account information through LibertyLink at anytime, the business days for Liberty Savings Federal Credit Union are Monday through Friday. Saturday, Sunday and Federal holidays are not included. Under no circumstances can LSFCU be held responsible for any events that occur due to technical or other reasons.

### **Limitations on Transactions**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are exceptions. We will NOT be liable if:

- a. Through no fault of ours, you do not have enough funds available in your account to conduct the transaction.
- b. The transfer would exceed any available line of credit loan you may have with us.
- c. Circumstances beyond our control (such as fire, flood power failure, civil disruption, war, computer breakdown, telephone service disruption, or natural disaster) prevent or delay the transaction despite reasonable precautions taken by us.
- d. The funds in your account are subject to legal process, encumbered by agreement, are uncollected, on hold waiting check collection, or are otherwise unavailable for the transaction.
- e. The PIN or transaction information provided to us is incorrect, incomplete, ambiguous, untimely, or is obsolete.
- f. The systems involved in the transaction were not working properly at the time of your transaction and you knew of this condition at the initiation of the transaction.
- g. You are in default on an account on which you are attempting a transaction.

### **Fees**

There are no fees for the use of LibertyLink. You are responsible for any fees charged by your Internet Service Provider, telephone company and other applicable utility charges. Fees may be charged for activities involving the credit union accounts on which LibertyLink transactions are conducted. You should refer to the specific account disclosures provided previously for the list of possible fees.

### **Additional Terms and Conditions**

In addition to the terms and conditions above, you agree to be bound by and comply with all applicable laws and regulations. Liberty Savings Federal Credit Union, also, agrees to this condition.

LSFCU reserves the right to terminate your use of the Service in whole or in part, without prior notice. If you do not use the Service for a period of 90 days, the Service Account may be deemed inactive and terminated. This will not terminate your membership or close any of your credit union share or loan accounts. Your use of the Service may also be terminated as a result of abused or misuse of the Service as determined by the Credit Union.

You may at any time cancel your subscription to the Service. You should contact us using the address and telephone number listed in the section of this disclosure on reporting a lost or stolen PIN or Password. You are responsible for providing Liberty Savings Federal Credit Union

sufficient notice to ensure cancellation of the Service subscription. LSFCU will not be liable for any payments and/or transfers not cancelled or made due to your action or inaction related the termination of Services.

Only Liberty Savings Federal Credit Union may alter the terms, conditions, fees, and charges of the Service. We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in the Agreement. We will send a notice to you to the postal address provided by you and/or send a notice to your E-mail address, as requested by you, at least twenty-one (21) days before the effective date of any change, as required by law. This notice will detail the changes and requirements. Your use of the Service following our sending you such notice of changes will constitute acceptance of the amendments.

These terms and conditions as amended supercede any previous agreements for the Services. Any disputes will be resolved based on these terms and conditions.

The laws of the State of New Jersey govern the agreement for the Service. If any legal action is to be taken, the matter will be decided in a New Jersey State court.

### **Identity Verification (Out of Band Authentication) Terms & Conditions**

Thank you for using Liberty Savings Federal Credit Union's Verification Alerts combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 36397. To cancel, text "STOP" to 36397 at any time. In case of questions please contact Liberty Savings Federal Credit Union at (201) 659-3900.

#### **Terms and Conditions:**

Program: Liberty Savings Federal Credit Union offers mobile access to authenticate a user over SMS. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. This program will be on-going. Message & Data rates may apply. Users will be allowed to opt out of this program at any time.

Questions: You can contact us at (201) 659-3900, or send a text message with the word "HELP" to this number: 36397. We can answer any questions you have about the program.

To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 36397. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Verification Alerts, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.

## **Privacy Policy**

### **Secure Server Information**

This site has security measures in place to protect the loss, misuse and alteration of the information under our control. We use industry-standard efforts to safeguard the confidentiality of your personal identifiable information, such as firewalls and Secure Socket Layers where appropriate.

### **Privacy Policy Overview**

Liberty Savings Federal Credit Union (hereinafter the "Credit Union") is strongly committed to protecting the privacy of persons or entities utilizing its online services and/or any interactive products and services offered on this site. This Privacy Policy will describe the types of information that the Credit Union may gather when individuals or entities utilize its site, how that information will be used, whether it will be disclosed to anyone outside of those persons or entities working for the Credit Union, and the choices that you have regarding the Credit Union's use of, and your ability to correct that information.

### **Member Specific Information**

When you utilize the services and products contained on this site, the Credit Union may request certain types of information such as name, mailing address (business and/or home), billing address, e-mail address, type of computer used, credit card information or other types of payment (product or service) information, and information pertinent to the type of service or product that you are seeking or requesting. This information will first be used by the Credit Union to provide the individualized service or product that you have requested. We may also use this information to provide you notice of and access to other types of services or products which might interest you by means of "push-mail" or e-mail messages from the Credit Union. If you do not wish to receive these types of e-mail messages, you must notify the Credit Union via e-mail at [privacy@lsfcu.org](mailto:privacy@lsfcu.org).

This site may contain links to other Web sites not owned by or otherwise associated with the Credit Union. Each of the individuals or legal entities responsible for said site(s) has his, her or its own separate privacy policy and data collection practices, independent of the Credit Union. The Credit Union has no control over, nor responsibility for these independent policies or actions of said sites nor the possible disclosures of information transmitted by you to said person or legal entity. The Credit Union's policy does not extend to anything that is inherent in the operation of the Internet, and therefore beyond the Credit Union's control, and is not to be applied in any manner contrary to applicable law or government regulation.

If any of the information that you provide to the Credit Union changes please notify the Credit Union of said change(s) via e-mail at [privacy@lsfcu.org](mailto:privacy@lsfcu.org).

### **Outside Disclosure**

The Credit Union will not disclose to any person or legal entity not owned by or otherwise associated with the Credit Union any information provided by any user of this site, except that

the Credit Union will provide information provided to it by you in order to comply with applicable law or valid legal process.

### **Privacy Policy Changes**

If the Credit Union makes any changes to this Privacy Policy, the Credit Union will post said change(s) at this part of its site so that you may know the types of information will be gathered as well as to whom said information will be disclosed.