



# Virtual Branch® Agreement & Disclosure Statement

---

## SERVICES TERMS AND CONDITIONS

The following terms govern the manner in which CHOICE ONE (Us, We, Our) will provide Virtual Branch Account Access and Bill Payment Services (Services) to You:

**Our Customer Service Information.** Our Customer Service is available at **(800) 610-2788 ext. 242** during the following hours:

- from 8:00 AM to 5:00 PM weekdays and
- from 8:00 AM to 12:00 PM on Saturdays

After hours and on Sundays calls are answered by a voice mail system. Mail may also be addressed to:

Choice One Community FCU  
P.O. Box 1205  
Wilkes-Barre, PA 18703-1205

**Services.** You authorize Us to utilize Fiserv Inc. to provide the Services to You on Our behalf.

Payment of taxes or court directed payments via the Services is prohibited.

We reserve the right to refuse to make any payment and/or transfer. Funds will arrive at your targeted Merchant and/or Account as close as reasonably possible to the date designated by you in your payment and/or transfer instructions (Payment Date). Subject to the terms and conditions of this Agreement, you authorize us, and any third party acting on our behalf, to choose the most effective method to process your payment and/or transfer, including, without limitation, electronic, paper or some other draft means. For each properly instructed payment to an eligible Merchant and/or transfer to a targeted Account you will receive a transaction Confirmation Number.

The Payment Date indicated by you must always be a Business Day (as defined below). If it is not, the Payment Date will be deemed to be the first Business Day after the date indicated.

UNLESS YOU RECEIVE A CONFIRMATION NUMBER, WE SHALL NOT BE LIABLE FOR ANY FAILURE TO MAKE A PAYMENT AND/OR TRANSFER INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED AS A RESULT. IT IS ALSO IMPORTANT THAT THE PAYMENT DATE BE ON OR BEFORE THE MERCHANT DUE DATE, NOT THE LATE DATE, AND SINCE THE TIME FOR US TO PROCESS YOUR PAYMENT VARIES ACCORDING TO THE PARTICULAR MERCHANT, YOU MUST BECOME FAMILIAR WITH THE PAYMENT PROCESSING TIME FOR EACH MERCHANT YOU DESIRE TO PAY, AND ALLOW THE APPROPRIATE NUMBER OF BUSINESS DAYS BETWEEN THE DAY YOU INPUT YOUR PAYMENT INSTRUCTION AND THE PAYMENT DATE. SUBJECT TO THE LIMITATION DISCUSSED BELOW, IF YOU FOLLOW THE PROCEDURES DESCRIBED IN THIS AGREEMENT FOR PAYMENTS, AND YOU ARE ASSESSED A PENALTY OR LATE CHARGE, WE WILL REIMBURSE YOU FOR THAT LATE CHARGE UP TO A MAXIMUM OF FIFTY DOLLARS (\$50.00). IN THE EVENT THAT YOU DO NOT ADHERE TO THE OBLIGATIONS SET FORTH IN THIS AGREEMENT, OR YOU SCHEDULE A PAYMENT LESS THAN THE NUMBER OF BUSINESS DAYS BEFORE THE DUE DATE REQUIRED FOR A PARTICULAR MERCHANT, YOU WILL BEAR FULL RESPONSIBILITY FOR ALL PENALTIES AND LATE FEES AND WE WILL NOT BE LIABLE FOR ANY SUCH CHARGES OR FEES. THE SERVICE ASSUMES NO LIABILITY FOR THE LATE POSTING OR MISAPPLICATION OF PAYMENT ONCE FUNDS ARE RECEIVED BY MERCHANTS. THIS ABSENCE OF LIABILITY, HOWEVER, DOES NOT PRECLUDE SERVICE FROM WORKING TO RESOLVE THESE TYPES OF ISSUES WHEN THEY ARISE. IF REQUIRED WE WILL BE RESPONSIBLE FOR PROVIDING PROVISIONAL CREDIT IF PAYMENT DISPUTES THIS ACTION.

**Limitation.** Under no circumstances will We be liable if We are unable to complete any payments and/or transfers initiated in a timely manner via the Services because of the existence of any one or more of the following circumstances:

1. You do not obtain Confirmation at the time You initiate a payment and/or transfer.
2. The designated Account does not contain sufficient funds to complete the payment and/or transfer.
3. You have closed the designated Account.
4. We have identified You as a credit risk and have chosen to (i) make all payments and/or transfers initiated by You via the Services utilizing a paper, as opposed to electronic, method, or (ii) to terminate Your subscription

to the Services.

5. The Services, Your equipment, the software, or any communications link is not working properly and You know or have been advised by Us about the malfunction before You execute the transaction.
6. You have not provided Us with the correct information for those Merchants to whom You wish to direct payment or Accounts to which You wish to make a transfer.
7. The Merchant mishandles or delays handling payments sent by Us.
8. Circumstances beyond Our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and We have taken reasonable precautions to avoid these circumstances.

WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT OR SOFTWARE, THE SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE/BROCHURE RELATED TO THE SERVICES. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE OR THE SERVICES, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD.

**Payment Cancellation/Modification.** Except for those transfers which are completed immediately, you may cancel or modify a payment and/or transfer up to 2:00 p.m. Eastern Standard Time (EST) the same Business Day You schedule for payment and/or transfer.

**Statements.** All payments and/or transfers made via the Services will be listed on your monthly Account statement that You receive from Us.

**New Services.** We may, from time to time, introduce new Services or enhance the existing Services. We shall notify you of the existence of these new or enhanced Services. By using these Services when they become available, you agree to be bound by the obligations concerning these Services, which will be sent to You.

**Care of Your Security Code and Security.** You agree that you will not give Your Services Security Code or make it available to any other person. If you believe that Your Security Code has been lost or stolen, or that someone has made payments and/or transfers using Your Security Code without Your permission, notify Us IMMEDIATELY by phone any time during Customer Service hours or send an electronic message through the Service.

**Your Liability for Unauthorized Payments.** If you believe that Your Security Code has been lost or stolen notify Us IMMEDIATELY as provided above in order to keep your possible losses down. If you notify us within two (2) Business Days after You learn of the loss or theft, Your maximum liability is \$50.

If you do NOT notify Us within (2) Business Days after You learn of the loss or theft of Your Security Code, and We can prove that We could have prevented someone from using Your Security Code if You had told Us in time, Your maximum liability is \$500.

If Your Statement contains payment and/or transfers not authorized by you, contact the credit union immediately. We must be notified within 60 days of receiving Your Statement.

**Errors and Questions.** Contact Us as soon as possible at either the address or telephone number described above if You think that a payment and/or transfer listed on Your Statement is in error or if You need more information about a payment and/or transfer listed on the Statement. We must hear from you no later than sixty (60) days after you received the first Statement on which the problem or error appeared.

When you call or write Us, You must:

1. Tell Us Your name and User ID.
2. Describe the payment and or/transfer you are unsure about (Merchant name, Account information, Transaction Date, Transaction Amount) and explain as clearly as you can why you believe it is an error or need more information. If possible, please provide us with the Confirmation Number for such transaction.
3. Tell Us the dollar amount of the suspected error. If you tell us orally, or by using the Services' electronic mail, We may require that You send Your complaint in writing within ten (10) Business Days. We will tell You the result of Our investigation within ten (10) Business Days after We receive your complaint and will correct any Services error promptly.

If We need more time, We may take up to forty-five (45) days to investigate the complaint or question. If We decide to do this, We will re-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 money during the time it takes to complete Our investigation. If We ask You to put Your question or complaint in writing and We do not receive it within ten (10) Business Days, We may not

recredit Your Account.

If We decide that there was no error, We will mail or transmit to You a written explanation within three (3) Business Days after We have completed the investigation, and within ten (10) Business Days of the date of such explanation, We will debit Your Account of the amount previously re-credited to You for use during the time We took to complete Our investigation. You may ask for copies of documents used during our investigation.

**Disclosure of Account Information to Third Parties.** We will only disclose information to third parties about Your Accounts:

1. When it is necessary for completing payments and/or transfers;
2. In order to comply with a government agency or court order; or
3. If you give Us Your permission.

**Charges.** You will be charged a monthly fee for the Services plus any applicable sales and use taxes. You may pay all Service charges from a designated Account. In the event of your failure to timely pay Us, You authorize Us to effect automatic payment from one of Your Accounts by electronic, paper or other draft means.

In the event we are unable to process a Services transaction, (if, for example, there are insufficient funds in Your designated Accounts) the transaction will result in a "Failed Payment and/or Transfer." In such event, we will charge the total cost of the transaction, including any service charges, to you. In the event of repetitive Failed Payment and/or Transfer, We reserve the right to suspend your subscription to the Services. This suspension may be without prior notice to you. If your subscription is suspended, transactions which were previously initiated may still continue to be processed unless canceled and confirmation of such cancellation is provided as specified below. Suspension will be handled by Customer Service and all inquiries and correspondence relating thereto including requests for reinstatement should be directed to Customer Service. In the event Your subscription is suspended, We will notify You by mail to Your listed address. With respect to any Failed Payment and/or Transfer, You agree to reimburse Us within fourteen (14) days after notice is sent to You, for any funds We have already paid to one or more of Your designated Merchants which We were unable to recover by debit to the Merchant or charge to You.

In the event Your claim or debit has to be referred to a third party for collection, You agree, to the extent permitted by law, to pay all costs and fees incurred in collecting the outstanding balances, including reasonable attorney fees and court costs.

**Fee Schedule.** There is no fee for Virtual Branch Account Access Service or Bill Payer, however, fees are subject to change without notice.

### **Additional Terms and Conditions**

1. In addition to the foregoing, You agree to be bound by and comply with the requirements of the Services User Guide and applicable state and federal laws and regulations. We agree to be bound by them too.
2. We reserve the right to terminate Your use of the Services, in whole or in part, at any time without prior notice.
3. You may cancel Your subscription to the Services, upon thirty (30) days prior to contacting Customer Service. You will be responsible for all payments and/or transfers You have requested prior to termination and for all other charges, fees, and taxes incurred.

**BE SURE TO CANCEL ALL OUTSTANDING PAYMENT AND/OR TRANSFER ORDERS WITHIN THE 30 DAY NOTIFICATION PERIOD. WE WILL NOT BE LIABLE FOR PAYMENTS AND/OR TRANSFERS NOT CANCELLED OR MADE DUE TO YOUR ACTIONS RELATED TO SERVICE TERMINATION.**

4. These Terms and Conditions, the Services User Guide and applicable Services fees and charges may only be altered or amended by Us. In such event, We shall send notice to You at Your listed address or transmit notice of the alteration or amendment over the Services. Your use of the Services following receipt of such notice constitutes acceptance of such alterations or amendments.
5. In the event of a dispute regarding the Services, You and We agree to resolve this dispute by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by You or Our employees.
6. These Terms and Conditions shall be governed by and construed in accordance with the laws of the
7. State of Pennsylvania.
8. Business Days are Monday through Friday excluding normal banking holidays.



# Virtual Branch® Account Access & Bill Payer Application

I'm/We're Applying For:  
 FREE Account Access  
 FREE Unlimited Bill Payer

Primary Member Name

Joint Member Name

Credit Union Account Number

E-Mail Address

Street Address

City

State

Zip

Primary Member's Social Security #

Mother's Maiden Name

Work Phone Number

Home Phone Number

By signing below, You authorize Us, and any third party acting on Our behalf, to serve as Your agent in processing payment to targeted Merchants and/or transfers to and from targeted Accounts pursuant to Your payment and/or transfer instructions, and You authorize Us to post such payment and/or transfer to your designated Account(s). You understand We may not make certain payments and/or transfers if sufficient funds are not available in Your designated Account. This authorization is in force until revoked by You or Us in writing and is subject to the Service Terms and Conditions (a current copy of which will be furnished to You) as amended from time to time.

**X** \_\_\_\_\_  
Primary Member Signature

Date

**X** \_\_\_\_\_  
Joint Member Signature  
(Required when joint accounts are specified)

Date

## If You Wish To Access Other Accounts, Please Complete this section

Account #

Primary Member Name

Account #

Primary Member Name

Account #

Primary Member Name

