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## **Business Electronic Banking Services Agreement and Disclosures**

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## **ELECTRONIC BANKING SERVICES ACCOUNT AGREEMENT AND DISCLOSURE (“AGREEMENT AND DISCLOSURE”)**

Electronic technology used for the transfer of funds is referred to as Electronic Fund Transfer (EFT). The term EFT may include all points of sale (POS) transactions, ATM transactions (deposited funds and withdrawals), direct deposits, electronic payments, debit card transactions, online banking and bill payment/presentation transactions, mobile banking transactions, and transactions initiated by telephone. The purpose of this Agreement and Disclosure is to inform you of those rights and responsibilities and to explain the services available to you when subscribing to an EFT service.

This Agreement and Disclosure constitutes a legally binding contract, and by using your member number, Personal Identification Number (PIN), Username and Password to activate Sun East’s Online Banking and/or SunPay Bill Payment and Presentment service, by validating your Sun East debit card, by using your Username and Password to access Sun East mobile banking, or by using a PIN to activate Sun East’s SUNNY, our 24-hour bank-by-phone service, you acknowledge receipt of this Agreement and Disclosure, and agree to be bound by all applicable terms and conditions in our other agreements with you (found in Sun East’s *Depository Agreement and Disclosures*, *Account Schedule* and *Schedule of Fees and Charges*) governing your checking, savings and loan accounts accessible in connection with these services. You further agree to follow all instructions provided by Sun East both in writing and as reflected on your electronic access device (i.e. computer or mobile phone). The terms and conditions of this Agreement and Disclosure are in addition to the terms and conditions of any and all deposit account and credit agreements you have with Sun East, including all such disclosures made pursuant to such agreements. You further agree to abide by any terms or conditions which may be added because of future enhancements to our EFT services. Members may also receive separate EFT Disclosures from Sun East’s third party EFT providers, such as Money Management (formerly known as FinanceWorks) and SunPay Bill Payment and Presentment. **Please read and retain this document for future reference.**

You may not presently be using all the electronic services we offer and therefore some of the terms herein may not currently apply. In addition to any other agreements applicable to such services, the following terms and conditions govern these services and are being provided to you in accordance with federal and state law.

### **Definitions**

Throughout this Agreement and Disclosure, the words “you,” “your,” and “yours” refer to each and every one who uses EFT service(s).

The words “we,” “us,” “our,” “Credit Union” and “Sun East” refers to Sun East Federal Credit Union.

For the purposes of this Agreement and Disclosure, our “business days” are any day of the week except Saturday, Sunday, and Federal holidays.

“Security Code” refers to the combination of Account Number, PIN, Username, Password and security features (i.e. challenge inquiries, verification codes, cookies, touch ID and objects) needed to access Sun East Online Banking.

“Online Banking” refers to access to Sun East accounts via the Internet, mobile and tablet devices.

“SunPay” refers to bill payment, the services by which you authorize a third party assigned by Sun East to issue payments to parties you request.

“E-Bills” are a feature of bill payment called bill presentment which allows you to receive bills electronically from participating payees.

“Card” refers to the Debit Card, its number or PIN.

“Card Agreement” refers to the credit card agreement with Sun East describing your rights and responsibilities related to your credit card account.

“eStatements” are Sun East’s electronic version of account statements, which are available online through an eStatement login.

“SUNNY” is Sun East’s 24-hour bank-by-phone service.

A “terminal” includes Automated Teller Machines (ATMs), Point of Banking (POB) terminals, and Point of Sale (POS) terminals (special store terminals at which payment for purchases may be made.)

### **General Information**

Any authorized signer on an account may apply for EFT services on behalf of all authorized signers. If approved, you may conduct any one or more of the EFT services offered by Sun East.

You agree to use any debit card, or other device or security code Sun East provides for access to your account only in the manner and for the purposes described below and in any applicable agreement. If you attempt to use the card or security code in any other manner or for any other purpose, Sun East may reject the transaction, or at our discretion we may complete it without incurring any obligation to honor the same type of transaction on future occasions. We may decide not to issue a card or security code to any person, and we may terminate a card or code at any time without cause or notice.

## Debit Cards

**Terms of Transactions.** By using your debit card you agree to the following terms:

- o Your card remains the property of Sun East and must be surrendered upon request.
- o Sun East may cancel or replace your card at any time without notice.
- o You will notify Sun East promptly of the loss of your card.
- o For merchant purchases, Sun East has the right to place a temporary hold on your account in an amount equal to the authorization amount received through the payment authorization system. In certain circumstances, the payment authorization system permits the authorization amount we receive to be more or less than the final amount of the transaction. This typically happens when the final amount of your purchase is not known at the moment when you or the merchant “swipes” your debit card for authorization. In this situation, Sun East reserves the right to place a temporary hold on your account in an amount we determine is reasonable based on the type of transaction. Until the transaction finally settles, or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the amount of the final transaction, and will release any excess amount when the transaction finally settles.
- o Sun East has the right to refuse a transaction on your account when your card has been reported lost or stolen, or when we reasonably believe there is unusual activity on your account.
- o If you use your debit card to access an account that is no longer available to complete a transaction, Sun East may, in its sole discretion, charge or credit the transaction to another account.
- o You shall not use your debit card to initiate a transaction involving internet gambling or other illegal activities. Sun East has the right to refuse a transaction which we reasonably believe involves any such activity.
- o Sun East does not authorize and pay overdrafts for everyday debit card transactions unless you authorize this service. If you Opt-In for this service for everyday debit card transactions, Sun East may allow transactions that overdraw your account and will charge a fee. (See the Courtesy Pay Policy as described in the *Depository Agreement and Disclosures*, *Courtesy Pay Opt-In Notice* and *Schedule of Fees and Charges*) You agree to repay any overdraft and any overdraft fees caused by using your card.

**Types of Transactions.** You can perform the following transactions with a debit card, depending on the accounts and services associated with your card:

- o Withdraw cash from your savings, checking or money market accounts.
- o Make deposits to your savings, checking or money market accounts at Sun East and other participating ATMs. Double endorsed checks will not be accepted for deposit through the ATM. (See *Depository Agreement and Disclosures* for Deposit Availability Policy.)
- o Transfer funds between your savings, checking and money market accounts.
- o Obtain account available balance information.
- o Pay for purchases at places that have agreed to accept Sun East’s debit card.
- o Pay bills directly from your checking account by telephone or online using your debit card.

Sun East’s debit card is currently accepted at Mastercard® merchant locations and Mastercard® member institutions. Some services may not be available at all ATM or POS terminals.

**Transaction Limitations.** Sun East places limits on the amount of cash withdrawals and point of sale (POS) transactions available to you each day, as shown below:

Daily Withdrawal Limits		
Card Type	Cash Withdrawal Limit	Total Limit
Debit Card	\$500.00	\$3,000.00 (Includes Cash and Point of Sale transactions)

For purposes of determining daily withdrawal limits, each business day is considered one processing day, beginning at 12:00 Midnight and ending at 11:59 PM on the same day. Holidays are not considered one processing day and will be combined with either the preceding or following business day or weekend, depending on the day on which it falls.

For security reasons, there may be times when Sun East further limits these amounts or number of transactions. Different limits may apply at terminals Sun East does not own or operate.

**ATM Networks.** Sun East participates with several ATM networks, including but not limited to Mastercard® and the CO-OP Network, and such other machines or facilities as the Credit Union may designate.

**ATM Fees.** Sun East ATM fees are detailed in the *Schedule of Fees and Charges*. When you use an ATM not owned by Sun East, you may be charged a fee (called a surcharge fee) by the ATM operator or any network used, including a fee for a balance inquiry even if you do not complete a funds transfer. Sun East does belong to two surcharge-free networks: CU\$ and CO-OP Network.

**Refunds on Purchases.** Generally, you will not receive cash refunds for purchases made with your debit card. If you use your card to make a PIN-generated purchase, you may receive a cash refund with some merchants. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which Sun East will apply as a credit to your account.

**Foreign Transactions.** If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or Mastercard® will convert any related debit or credit into U.S. dollars in accordance with its then current policies, which may include fees for the transaction. The conversion rate may be different from the rates in effect on the date of your transaction and the date it is posted to your account. See *Schedule of Fees and Charges* for current amount Credit Union charges. In some cases a merchant may process transactions through a foreign processor, in such cases transactions may require currency conversion. If you use an ATM in a foreign country, ATMs may show transaction in US currency, but may process as foreign currency.

## **SUNNY (24-hour Bank-By-Phone Service)**

**Terms of Transactions.** By using SUNNY you agree to the following terms:

- o Your accounts can be accessed through SUNNY bank-by-phone service 24-hours-a-day via touch tone telephone only.
- o We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed the credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may also refuse to honor any transaction for which you do not have sufficient available verified funds.
- o All checks are payable to you as a primary member and/or business and will be mailed to your address of record.
- o There may be limits on the duration of each telephone call.

**Types of Transactions.** You can perform the following transactions using SUNNY:

- o Withdraw by check from your deposit account(s), excluding IRAs and Certificates. All checks are payable to you as a primary member and/or business and will be mailed to your address of record.
- o Transfer funds between deposit accounts of the same account number, excluding Certificates.
- o Access other account numbers, provided that access has been pre-authorized in writing by all account owners and assigned by Sun East.
- o Inquire about account balances, available funds, dividends, annual percentage yields, and transaction history, and download transaction history regarding your deposit account(s).
- o Inquire about loan balances, available credit, finance charges and payment information, excluding credit cards and mortgages.
- o Make loan payments from your Sun East deposit account(s) to your Sun East loan(s), excluding mortgages.
- o Make credit card payments to credit card payment share account. Payments made before closing on any business day will be credited that day. However, payment will not reflect in the system until the following business day. (See Card Agreement)

**Transaction Limitations.** We may impose fees, limit the dollar amount, or limit the number of transfers or withdrawals from each of your Savings accounts, Club accounts, Premier Money Market and Performance Money Market Accounts using SUNNY. See the *Sun East Account Schedule* for information about limits on such transfers and fees.

## **Sun East Online Banking and SunPay Bill Payment Service**

**Terms of Transactions.** You may use [www.suneast.org](http://www.suneast.org) (or other electronic means as we may make available) to obtain account information, make transfers between your Sun East accounts and pay bills from your Sun East Checking account. You will receive an agreement and applicable disclosures when you sign up for these services.

You must have a personal computer equipped with a modem or other hardware/software to access the internet to use these services. You are responsible for the selection, installation, maintenance, and operation of your hardware and software. Sun East is not responsible for any errors, failures, or malfunctions of your hardware or software, or for any virus, malicious software, or related problems that may occur with your use of this service. You are responsible for ensuring that your hardware and software are compatible with [www.suneast.org](http://www.suneast.org) and any other online banking providers used by Sun East. We reserve the right to change our system requirements from time to time.

**Terms of Transactions.** By using your Online Banking you agree to the following terms:

- o We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed the credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may also refuse to honor any transaction for which you do not have sufficient available verified funds.

**Types of Online Banking Transactions.** You can perform the following transactions using Online Banking:

- o Transfer funds between deposit accounts of the same account number, excluding Certificates.
- o Review account balances, available funds, dividends, and at least 24 months of transaction history, and download transaction history regarding your deposit account(s).
- o Access other account numbers, providing that access has been pre-authorized in writing by all account owners and assigned by Sun East.
- o Review loan balances, available credit, finance charges and payment information, excluding mortgages and student loans.
- o Make loan payments from your Sun East deposit account(s) to your Sun East loan(s), excluding mortgages and student loans.
- o Make credit card payments to credit card payment share account. Payments made before closing on any business day will be credited that day. However, payments will not reflect in the system until the following business day. (See Card Agreement)
- o Access your credit card account.
- o View images of cleared checks.
- o Send secure communication.
- o Open an account or apply for a loan.
- o Request a Stop Payment. (See *Depository Agreement and Disclosures* for more information.)
- o Change account security settings and PIN/Password selections.
- o Submit a check copy request.
- o You may set up or cancel email and text alerts and notifications.
- o Access other third party links directly, such as check re-ordering.
- o Submit debit card fraud claims.

**Transaction Limitations.** We may impose fees, limit the dollar amount, or the number or transfers or withdrawals from each of your Savings accounts, Club accounts, Premier Money Market and Performance Money Market Accounts using our online banking or Sun East Bill Pay. See the *Sun East Account Schedule* for information about limits on such transfers and fees.

**Types of Bill Payment Transactions.** You can perform the following transactions using Sun East Bill Payment:

- o Receive E-Bills for many of your Payees.
- o Initiate bill payment to be paid directly from your Checking account to merchants, institutions, or individuals with a U.S. address in the amounts and on the days you request.
- o Edit and delete these bill payments.
- o Designate bill payments to be made on a specified date or on a recurring basis.
- o Send an expedited payment. (See *Schedule of Fees and Charges*)

**Transaction Limitations.** You may use bill payment to initiate payments directly from your Checking in the amounts and on the days you request, up to \$7,500.00 per transaction, if there are sufficient funds in your account.

## ONLINE BANKING SERVICES

### Fees and Charges

There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see *Schedule of Fees and Charges*.

### Electronic Check Conversion/Electronic Returned Check Fees

If you pay for purchases or bills with a check, you may authorize your check to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

## **ACH and Wire Transfers**

Except as amended by this Agreement and Disclosure, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the Commonwealth of Pennsylvania. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to the Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or out of your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. Under the operating rules of the national Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you. You may contact us or login to Online Banking to determine whether a payment has been received. If we are required by law to pay interest to you, you agree that the rate of interest shall be the least available nominal dividend or interest rate paid on accounts during the time interest payments are required. Payment orders we accept will be executed within a reasonable time of receipt. A payment order may not necessarily be executed on the date it is received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next business day following funds transfer. Information about any cut-off times is available upon request. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. Sun East and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

**Provisional Payment.** Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Choice of Law.** We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by laws of the Commonwealth of Pennsylvania as provided by the operating rules of the national Automated Clearing House Association, which are applicable to ACH transactions involving your account.

## **Business Member Liability**

You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your card or your Security Code, you are responsible for any transactions they authorize or conduct on any of your accounts. If you want to terminate another person's authority, you must notify the Credit Union and arrange to make the changes.

TELL US AT ONCE if you believe your card has been lost or stolen or if you believe someone has used your card or Security Code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Calling us immediately is the best way of keeping your possible losses to a minimum. You could lose all the money in your account (plus your maximum overdraft amount). The Credit Union is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communication facility, and no such party shall be deemed to be the Credit Union's agent. In any event, the Credit Union will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if the Credit Union has knowledge of the possibility of them. The Credit Union is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Credit Union's reasonable control.

**Statement Errors.** If your statement shows transactions 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 on time. If an emergency or an extreme situation (such as a hospital stay) kept you from telling us, we may extend the time period.

**Contact in the Event of Unauthorized Transfers.** Notice: You may give notice to us in person or by telephone or in writing at the telephone numbers or address provided in this Agreement. Notice to us is considered given when you take steps reasonably necessary to give us pertinent information whether or not a particular employee of the credit union receives the information. Written notice is considered given to us when you mail the notice to us or transmit it to us by any usual means. Notice can be considered to be given if we become aware of circumstances leading to the reasonable belief that an unauthorized transfer may have occurred.

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:

**610-485-2960  
877-5-SUNEAST (877-578-6327)**

Or write:  
**Sun East Federal Credit Union  
P.O. Box 2231  
Aston, PA 19014**

To report a lost or stolen Sun East ATM or Debit Card **after hours**, call:  
**800-449-7728**

An investigation into the alleged unauthorized transaction will be completed. The liability is limited to the lesser of \$50 or the amount of the transactions that occurred before notice was provided to the Credit Union. There may/may not be additional liabilities with your debit card and/or credit cards branded Mastercard logo.

### **Credit Union Liability**

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 will be liable for your losses or damages not to exceed the amount of the transaction except as otherwise provided by law. We will not be liable in the following circumstances.

- o If there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy (see *Depository Agreement and Disclosures*), or if the transaction involves a loan request exceeding your credit limit.
- o If you used your card or Security Code in an incorrect or illegal manner.
- o If the ATM where you made the transfer did not have enough cash.
- o If the ATM was not working properly.
- o If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- o If your account funds are subject to legal process or other claim.
- o If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- o If the error was caused by a system of any participating ATM network.
- o If your loss is caused by you or another financial institution's negligence.
- o If the electronic transfer is completed as a result of your willful or negligent use of your card, Security Code, or any EFT facility for making such transfers
- o If the telephone or computer equipment you use to conduct audio response or electronic/PC transaction is not working properly and you know or should have known about the breakdown when you started the transaction.
- o If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- o Any other exceptions as established by Sun East.

We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement and Disclosure. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement and Disclosure.

### **Errors or Questions About Your Electronic Transactions**

If you think your statement or receipt is wrong or if you need more information about a transfer listed, call us immediately at **610-485-2960** or **877-5-SUNEAST (877-578-6327)** or write to:

**Sun East Federal Credit Union  
P.O. Box 2231  
Aston, PA 19014**

1. Tell us your name and account number
2. Describe the error or the transfer you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error and, if possible, the date it appeared on your statement.
4. It will be helpful if you give us a telephone number at which you can be reached in case we need further information.

We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. If you tell us orally, we may require that you send us your complaint or question in writing within 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 to investigate we will contact you with an estimate to complete the investigation of your complaint or question. If the error concerns an electronic fund transfer that is: (1) a foreign initiated transaction, or (2) a transaction occurring within the first 30 days after deposit to a new account, a 90-day investigation period. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days we may not re-credit your account.

If we decide there is no error, we will send you a written explanation upon completion of the investigation. You may ask for copies of the documents we used in the investigation and we will make them available to you for your inspection. For a reasonable fee covering our duplicating costs, we will provide you with copies of any such documents your request. (See *Schedule of Fees and Charges*) If we credit your account with funds while investigating an error, you must repay those funds to us if we conclude no error has occurred.

If your alleged error concerns a transfer to or from a third party (for example, a Social Security payment), our investigation may be limited to a review of our own records. If we decide that there was no error, you may wish to contact the third party to pursue the matter further.

### **Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your account or a transfer you make:

- o As necessary to complete transfers.
- o To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- o In order to comply with a government agency or court order;
- o If you give us written permission.
- o To our employees, auditors, service providers, attorneys or collection agencies in the course of their duties.

### **Your Right to Receive Documentation of Transfers**

**Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, card transactions, audio response transactions, preauthorized EFTs, electronic/PC transactions, bill payments or mobile transactions you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**Terminal Transfers.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or POS terminal.

**Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a paystub), you can find out whether or not the deposit has been made by calling (610)-485-2960 or 877-5-SUNEAST (877-578-6327). This does not apply to transactions occurring outside the United States.

**Other Evidence of Transaction.** Any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute proof that such transfer was made.

### **eStatement Terms of Use**

If you agree to receive eStatements, you consent and agree to the following:

- o You will provide us with an e-mail address that will be used to send you all electronic statement related notifications. You will let us know immediately if this e-mail address changes by calling us at 610-485-2960 or 877-5-SUNEAST (877-578-6327). If your e-mail address changes and we are not notified, we will send all electronic statement related notifications to any other e-mail address we may have on record for you. We may, at any time, convert your electronic statements to paper statement status if we do not have a valid e-mail address for you. Please see the *Schedule of Fees and Charges* for details regarding paper statement fees. You further understand that you have no expectation of privacy if the statement link is transmitted to any e-mail address provided by you, but not owned by you. You further agree to release Sun East from any liability if the information is intercepted or viewed by an unauthorized party or other e-mail address selected by you.
- o Upon receipt of your consent and using the e-mail address you provide, we will send you notification of the availability of your periodic account statement each statement period (statement cycle) and you will be directed to access the Sun East website in order



to view your statements.

- o You will be required to enter your Username and Password to view the electronic statement(s) and images in Online Banking.
- o You can choose to opt out of eStatements by notifying us via e-mail at [OnlineServices@suneast.org](mailto:OnlineServices@suneast.org) or by telephone 877-578-6327.
- o By choosing eStatements, you will not receive a paper statement but may request one at any time. Please see the Schedule of Fees and Charges for details regarding paper statement fees. This means that along with your statement you may electronically receive any materials that would have gone out with the paper statement including disclosures and promotional materials.

**eStatement System Access.** Access to this service may be unavailable at times due to scheduled maintenance, unscheduled maintenance or system outage. In addition both environmental and physical events may occur that may cause the system to become unavailable. Sun East will make every reasonable effort to ensure optimum availability of this system. However, Sun East is in no way liable for the unavailability of the system or any damage that may result from system unavailability. Sun East disclaims any and all liability that relates to the improper use of this system.

**eStatement Change in Terms.** It may be necessary, from time to time, to change the terms or conditions regarding your eStatement access. In the event such a change is necessary, we will display a message via e-mail notification at least 21 days before the change goes in effect.

### **Stop Payment of Pre-authorized Transfers**

If you have told us in advance to make regular electronic fund payments out of your account to a third party, you can stop any of these payments. It will be your responsibility to notify the originator of an EFT payment from your account, in writing, when you wish to change or stop the transaction. Sun East must receive a copy of the above notification to enable us to ensure the transaction does not take place on the account again. Call us at 610-485-2960 or 877-5-SUNEAST (877-578-6327) or write to:

**Sun East Federal Credit Union  
P.O. Box 2231  
Aston, PA 19014**

in time for us to receive your request 3 or more business days before the payment is scheduled to be made.

If you call us, we may require you to put your request in writing and get it to us within 14 days after your call. Once we have processed your stop payment request, we will stop the payment in the amount indicated by you, to the third party named in your request, unless you instruct us, in writing, to resume making such payments. There will be a minimal charge for each stop payment order. (See *Schedule of Fees and Charges*)

If you have properly requested us to stop any of these regular payments, and we do not do so, we will be liable to you for damages which you prove are directly caused by our failure to stop payment.

**Notice of Varying Amounts:** If these pre-authorized transfers may vary in amount, the person you are going to pay will tell you, 10 days before each payment when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

### **Stop Payment of Bill Payment Transfers**

Depending on the payee, online bill payments will be made either by paper check or electronically via ACH. The type of payment made for a given payee is indicated in the My Payments screen in Online Banking.

A bill payment is in *pending* status from the time you enter the payment instructions until the payment is sent. You may cancel or edit a payment in *pending* status at any time by deleting or editing the payment in online bill payment. There is no charge for canceling or editing a payment in *pending* status.

Stop payment requests may only be made on payments made by check. It is not possible to stop or cancel an electronic payment which has been sent.

To cancel or stop a payment on a check which is in process or which has been sent, please call Sun East at 877-578-6327. Although every effort will be made to accommodate your request, neither Sun East nor our third party vendor will be liable for failing to do so.

If you request a stop payment on a check, we may require you to put your request in writing and get it to us within 14 days after your call. There will be a charge for each stop payment order for checks which are in process or that have been sent. (See *Schedule of Fees and Charges*)

### **Other Terms and Conditions**

**Illegal Use of Card.** You agree that illegal use of the card will be deemed an action of default and/or a breach of contract and your account and other related services may be terminated at Sun East's discretion. You further agree, should illegal use occur, to waive any right to sue Sun East for such illegal use or any activity indirectly related to it and additionally agree to indemnify and hold Sun East harmless from any suits or other legal action or liability, resulting from such illegal use. Sun East reserves the right to decline to authorize any transaction that may possess undue risk of illegal activity.

**Use and Care of Your Sun East Debit Card, PIN and Security Code.** Upon approval of your request for a Sun East debit card, SUNNY access or Online Banking, we will issue you a personal identification number (PIN), and/or Security Code. You agree that you will not reveal your card or any Security Code associated with your card (personal identification number or PIN) to any person not authorized to use your card. If you permit another person to use your PIN or account number(s) and related security code(s), you are responsible for all transactions conducted by that person (even if he or she exceeds your authorization), until you notify us that the person is not authorized so that Sun East may block the Security Codes and issue new ones. You will not write your PIN on your card or on any item kept with your card.

**Courtesy Pay Privilege/Plus.** Under our Courtesy Pay Privilege/Plus, Sun East reserves the right to allow ACH Debits to overdraw your account based on the relationship you have with Sun East. (See *Courtesy Pay Privilege Plus Opt In and Depository Agreement and Disclosures* for complete details.) Separate from Courtesy Pay Privilege/Plus, some POS transactions may also be allowed due to network rules, which may also result in a negative balance. If a negative balance in your account does occur, you will pay the full amount of the negative balance to Sun East immediately upon request, as well as a fee for Non-Sufficient Funds. (See *Schedule of Fees and Charges*)

**Overdraft Loan.** If you have a Sun East loan with overdraft capabilities and you have authorized it for use as an overdraft account, and you use your debit card or Sun East's bill payment service, that overdraws your account, a loan will be made to you to cover the amount of the overdraft, in accordance with the agreement made with you regarding your loan product(s).

**Accounts.** If more than one authorized signer requests EFT services, each person who are signatories to the Account will be bound by this Agreement and will be responsible for paying all amounts owed as a result of this Agreement.

**Termination of EFT Services.** 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 must return all cards to the Credit Union. 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 not accept any further preauthorized transaction instructions. We may also program our computer not to 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 the Agreement for any EFTs made prior to termination.

**Governing Law.** This agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the Commonwealth of Pennsylvania 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 Delaware County.

**Enforcement.** You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs and expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we will be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions.

The information in this brochure is subject to change without notice at the discretion of the Board of Directors.



**Deposits Insured Up to \$500,000** \$250,000 by the National Credit Union Administration, a U.S. Government Agency, and \$250,000 by ESI, a licensed property and casualty insurer. ESI is not a government agency.