



OAS FCU

Terms of Use and Agreement Online/Mobile Banking and Supplementary Services: eStatements, Bill Pay, Text Banking and Remote Capture

This Agreement covers the terms and conditions that apply when you access your accounts at OAS FCU (the Credit Union) through the Credit Union's Online or Mobile Banking System (defined as the System in this document). By using the System, you accept all the terms and conditions of this Agreement. Please read carefully. The terms and conditions of the deposit agreements and disclosures for each of your Credit Union accounts as well as your other agreements with OAS FCU such as loans continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the District of Columbia (except to the extent this Agreement can and does vary from such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and will not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs, executors, administrators, successors and assigns, and on Credit Union's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement will survive termination, cancellation or expiration of this Agreement. You have the right to cancel any of the following services including in this agreement independently from each other:

- Click-Pay Bill Payment service
- eStatements service
- Remote capture service

Note that the cancellation of the Online Banking & Mobile Banking portions of this Agreement will constitute the de facto cancellation of all other services, as they are available exclusively via OAS FCU's Online & Mobile Banking System.

Definitions

As used in this Agreement, the words "we", "our", "us", and "the Credit Union" mean OAS FCU. "You" and "your" refer to the account holder authorized by OAS FCU to use SYSTEM under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through the System. "Account" or "accounts" means your accounts at the Credit Union. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your Credit Union accounts using the System including bill payments. "System Services" means the services provided pursuant to this Agreement, including the Bill Payment, Mobile Capture and other services accessed through the System. "Business Days" means Monday through Friday, banking holidays and Federal Emergency closure days excluded. "Partial Business Day" means a Business Day when the Credit Union is open for a shorter period of time due to holiday or other reason; "external accounts" refers to accounts you set up at financial institutions other than OAS FCU for the purpose of transferring money.

Access

To use the System, you must have at least one share draft/checking account at OAS FCU, access to Internet service, supported electronic equipment for access and an email address. Once we have received your signed Enrollment Form and verified your account information we will send you your login instructions. By default, the

System will be set up to allow you to access all of your Credit Union accounts. You can limit the accounts that will be displayed or request addition of accounts that are not displayed by contacting OAS FCU at 202-458-3834. Access to your accounts through the System will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the account holder.

Internet Security Information

Our System utilizes a comprehensive security strategy to protect accounts and transactions conducted over the Internet. In addition to our login security, we use SSL (secure socket layer) encryption technology for everything done in the System. This security is automatically activated when you attempt to connect to the System. Additionally, you will be required to use another method of authentication the first time that you sign into your account from any device. These methods may include the provision of a single time identification number ("STIN") provided to you via telephone, email and/or text message. You will have the ability to manage the manner and contact information to receive this STIN. Once you have successfully signed in the first time, you will have the option of registering that device for access without using the STIN authentication in the future. Public devices, including computers in public places or outside of your control should not be registered. If a computer is not registered, you will need to use the STIN method of authentication each time you log in using that computer.

During your use of the System, we will pass a "cookie" to your browser to identify you. We do not (and cannot) use our cookies to obtain new information about you. A "cookie" is security data given to a browser by a web server and returned by the browser on subsequent transmissions to identify the user and encryption information. When you log onto the system, this cookie enables us to process multiple transactions during the session without you having to provide your Login ID and password for each individual transaction. After a predetermined amount of time set by our security system or when you log off, the session cookie is no longer accepted and a new cookie must be created by entering your Login ID and Password information. A new cookie is used for each session so that no one can use the cookie to access your account.

Your Password

For security purposes, you are required to change your password upon your initial login to the System. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree it is your responsibility to change your password regularly. Upon three (3) sequential unsuccessful attempts to use your password, your access to the System will be revoked. To re-establish your authorization to use the System, you must contact us to have your password reset or to obtain a new temporary password or you may wait one (1) hour for your account to be automatically reactivated. We recommend that you create a password that utilizes both upper and lowercase alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. Neither OAS FCU nor any of its representatives will ever ask for your password with respect to the System.

Security and Antivirus Protection

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your statement for each of your OAS FCU accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and Login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the System is encrypted in an effort to provide

transmission security and the System utilizes identification technology to verify that the sender and receiver of the System transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Credit Union System, or email transmitted to and from us, will not be monitored or read by others. You agree to notify us immediately if you suspect your login information has been compromised, if you see any suspicious activity in your accounts, or if there is any other reason you may suspect a security issue.

OAS FCU is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PCs using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Hours of Access

You can use the System Services seven (7) days a week, twenty-four (24) hours a day, although some or all the System services may not be available occasionally due to emergency or scheduled system maintenance. We will exercise good faith efforts to post notice of any extended periods of non-availability on the System website. However, in no event will OAS FCU be liable for any losses sustained by you as a result of the System unavailability, regardless of whether we provided notice of unavailability.

System Services Available Through Online Banking

You can use the System to check the balance of your Credit Union accounts, view OAS FCU account histories and online statements, transfer funds between your Credit Union accounts and between OAS FCU accounts and valid external accounts, order checks, make stop payment requests, view checks, change your address, and, if approved by the Credit Union, receive eStatements and pay bills from your Credit Union accounts in the amounts and on the dates you request and/or use your mobile phone to make deposits to the Credit Union. Balance and activity information are available in "real time", although OAS FCU does not guarantee that account information will always be available on that basis.

Following is specific information pertaining to Mobile Banking, Remote Capture, Text Banking, eStatements and Bill Payment services, respectively.

1. System Service: Mobile Banking

Certain features of the System will be available through OAS FCU's mobile banking app ("Mobile Banking"). Some capabilities of the System may not be available through Mobile Banking including the ability to view and/or print bank statements. You will need to download the Mobile Banking app on your smartphone and perform required validations in order to access your accounts. While OAS FCU tries to work with all leading cell phone providers and mobile phones, there is no guarantee that your phone will work with the System.

2. System Service: Mobile Capture

Members of OAS FCU are offered the use of Shared Branches and the related Mobile Capture Service -upon request and subsequent approval by the Credit Union- after the first 90 days of membership have elapsed. If you are approved by the Credit Union, you will have the ability to use compatible mobile phones with a camera to take a picture of and deposit certain checks through Mobile Banking ("Mobile Capture"). The following provisions apply to the Mobile Capture service in addition to the other provisions stated in this Agreement:

- A. You have the responsibility to obtain and maintain an appropriate mobile device and any data or other cell phone plans required to use Mobile Capture. Your mobile phone carrier may charge data and messaging fees outside of this Agreement. Each time you use Mobile Capture, you make the following warranties regarding any item you deposit ("Check") using Mobile Capture:
- 1) The Check is made payable to you;
 - 2) The Check is a paper original and bona fide and has not been altered in any manner;
 - 3) The Check is a complete image with a fully intact and readable MICR line containing the drawee bank routing number and account number;
 - 4) The Check is drawn on a US bank;
 - 5) The Check is duly authorized and issued in the amount stated on the check and is made payable to the payee stated on the Check;
 - 6) You will not make duplicate deposits of the Check, nor deposit or redeposit the paper original of the Check without OAS FCU's knowledge and consent;
 - 7) OAS FCU will not suffer any liability, loss or damage as a result of your use of Mobile Capture and you have complied with the terms of this Agreement;
 - 8) All information provided by you to the Credit Union regarding use of Mobile Capture is and will be true, complete and accurate;
 - 9) Your use of Mobile Capture will not violate or result in any breach or default of any provision of any agreement to which you are a party or to which you are subject or bound or to any law, rule, or regulation of any governmental authority having jurisdiction over you;
 - 10) The Check is not dated more than six (6) months prior to the date of deposit nor is being deposited after any stipulation for a shorter allowable deposit period written on the Check; and
 - 11) The Check is not a Treasury Tax and Loan payment (TTL), a remotely created check, a returned item, a Savings Bond or a Money Order.
- B. You acknowledge that, in order for the Credit Union to process the deposited Check, the image must be of sufficient quality, as determined by OAS FCU, to be processed. OAS FCU may reject any Check if it determines, in the Credit Union's sole discretion, that a Check does not meet OAS FCU's quality standards including, without limitation, checks where:
- 1) The front and/or back image is too large or too small.
 - 2) The front and/or back image is too light or too dark;
 - 3) The front and/or back image has an unusable dimension or other mismatch or discrepancy;
 - 4) The image has torn or folded edges, cut corners or other damage; or
 - 5) The image does not comply with image quality standards established from time to time by the American National Standard Institute (ANSI), the Federal Reserve Board, or any other regulatory agency, clearing house or association, or by us, or by applicable law
- C. You recognize that credit given to your account at OAS FCU for deposits made with Mobile Capture are provisional only until collection is final. You acknowledge that OAS FCU is providing Mobile Capture for convenience only and, using Mobile Capture will not change the priority or improve the availability of funds deposited.
- D. You are responsible for ensuring that any attempt at depositing a Check through Mobile Capture is successful and that the funds show up in the deposit account.
- E. OAS FCU reserves the right to modify the Mobile Capture service from time to time, in its sole discretion, without prior notice to you.
- F. OAS FCU reserves the right to limit, in its sole discretion, the total number of deposits and the deposit amount that can be made each day by you using Mobile Capture. The current deposit limit for Mobile Capture is \$10,000 per day.
- G. OAS FCU reserves the right to reject any deposits made by you through Mobile Capture for any reason.
- H. You agree that you are granting the Credit Union the same legal warranties for checks deposited through Mobile Capture as OAS FCU would receive if the checks were deposited physically at the Credit Union.
- I. You understand OAS FCU may charge a fee for Mobile Capture and change that fee at any time, in the Credit Union's sole discretion, upon thirty (30) days' notice to you. Currently there is no fee for using

Mobile Capture to make deposits into members' accounts.

- J. You recognize that OAS FCU is making this service available to you and has the right to terminate your access to Mobile Capture at any time and without notice, in its sole-discretion. Termination of the Mobile Capture service will not, on its own, remove your rights to deposit checks using other Credit Union services.
- K. You agree to securely store checks deposited through Mobile Capture for at least fourteen (14) days from the date of deposit, or such other period of time as may be set by OAS FCU from time to time. You agree to securely destroy the checks through shredding or similar means after the period of time set by the Credit Union.
- L. You agree that you are solely responsible for the security of any paper check you deposit through Mobile Capture and agree to indemnify OAS FCU in accordance with Section Q below for your failure to maintain this security.
- M. You agree to abide by the terms and conditions of this Agreement, all rules imposed from time to time by OAS FCU and all laws and regulatory rules and regulations regarding the deposit of checks into your account.
- N. You understand that the scanning of a check for deposit into your account has the same legal ramifications as physically depositing the check at the Credit Union. You agree that you will not manually, or otherwise deposit a check that has been deposited at OAS FCU using Mobile Capture unless the check cannot be processed by the Mobile Capture service and the Credit Union is notified and provides permission in advance.
- O. You will notify OAS FCU of any errors, omissions, interruptions in, or delays or unavailability of the Mobile Capture service as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care. With respect to errors, omissions, interruptions, delays or non-availabilities that are first discovered, or through the exercise of reasonable care should have been discovered, through prompt examination of your periodic account statement, the Credit Union's rules and agreements regarding examining such account statements and reporting errors and problems, and consequences for failure to timely examine and report, will apply. Failure of you to promptly notify OAS FCU as required under this section will relieve Credit Union of any liability for such error, omission, interruption, delay or unavailability.
- P. You will defend, indemnify and hold harmless OAS FCU and its officers, directors, members, affiliated entities, employees, processors, representatives, successors and assigns against, from, and in respect of, any and all losses, liabilities, damages (including consequential, special and punitive damages), costs and expenses of any kind, including reasonable attorneys' fees and litigation expenses, directly or indirectly resulting from:
 - 1) The processing of any request received by OAS FCU under the Mobile Capture service;
 - 2) Any breach or failure to comply with any of the provisions of this Section by you;
 - 3) Any dispute between you and any third party in connection with the use of the Mobile Capture service;
 - 4) Any breach of your representations and warranties for any transaction submitted by you under this Section;
 - 5) Any loss or expenditure resulting from any Mobile Capture transaction submitted by you caused by the rejection of that transaction by the bank to which it is directed; or
 - 6) Any and all actions, suits, proceedings, claims, demands, judgments, fines, settlement, costs and expenses of any kind (including reasonable attorneys' fees and litigation expenses) brought against or incurred by OAS FCU and incident to the foregoing.
 - 7) For purposes of this Section, the term "processors" will mean and include any third-party contractors, vendors and/or licensors with whom OAS FCU contracts to provide services, products, and/or licenses that enable the Credit Union to provide the Mobile Capture service. The terms of this Section will survive termination of this Agreement.
- Q. You agree to provide OAS FCU, upon the Credit Union's request, with information (including financial information) pertinent to, and access to, your records regarding deposits made by you through the Mobile Capture service.

3. System Service: Text Banking

You will have the ability to access certain account information (e.g. account balances and some transaction detail) over SMS ("Text Messaging") using your mobile phone. You will also have the ability to set up alerts to be sent to you via Text Messaging to your mobile phone ("Text Banking"). To enroll in Text Banking, you will need to provide a mobile phone number that has the ability to receive text messages. To verify the mobile phone number, you will receive a Text Message with a verification code on the mobile phone that you will need to enter on the System website.

- A. Cost - There is no additional Credit Union fee for this service. However, message and data rates and charges from your mobile phone service provider for this feature may apply. You can opt out of this program at any time.
- B. To opt-out of Text Banking - Send a text message containing only the word STOP to the number 226563. An unsubscribe message will be sent to your number confirming the cancellation, after which you will receive no messages.
- C. For help - Send a text message containing only the word HELP to 226563 at any time.
- D. Support - For support, call us at 202-458-3834, email us at e-services@oasfcu.org, or visit www.oasfcu.org

4. System Service: eStatements

This statement describes the terms of use and agreement you have made with OAS FCU regarding your request to use electronic statements and such request has been granted. Such agreement was granted through your prior agreement to the Electronic Record and Signature Disclosure and Agreement, which you will find [here](#).

- A. Delivery - We will notify you at your registered email address each time we prepare a statement for an account that you have selected. We will send you an email letting you know that the eStatement is available online. You will be required to enter your User ID and password to view the electronic statement. You agree it is your sole responsibility to protect your password from unauthorized persons. You agree that it is your responsibility to ensure that the electronic statements cannot be intercepted or viewed by others. You agree that OAS FCU has no control as to the persons who have access to your personal computer and your password once it is in your possession. OAS FCU will not be liable for any unauthorized access to your personal computer or your passwords.
- B. Security - You understand that you have no expectation of privacy if you transfer any statement via email to another person or entity using the World Wide Web. You further agree to release OAS FCU from any liability if the information is intercepted or viewed by unauthorized parties at your employer or any other email address you have provided.
- C. Agreement to receive electronic notifications - By accepting the terms of this agreement, you hereby authorize OAS FCU to provide notification of periodic account statements email.

Your eStatement effective date will be the same date on which you are notified by email that it's ready for viewing. You must promptly review your eStatement and any accompanying items and notify us in writing at OAS FCU 1889 F St. NW Washington DC 20006, via telephone at 202-458-3834 or in person at our offices of any error, unauthorized signature, lack of signature, alteration or other irregularity. Any applicable time periods within which you must notify us of any errors on your account statement(s) will begin on the email date regardless of when you receive and/or open the statement.

If you believe your eStatement is lost or that someone has obtained access to your eStatement without your permission, call us at 202-458-3834 or write to us at credit_union@oasfcu.org. You may also contact one of our Member Service Representatives in person.

- D. Withdrawal of consent - You have the right to withdraw your consent to receive electronic periodic statements at any time. To withdraw your consent to receive electronic statements from OAS FCU, please follow the instructions for doing so available on your Electronic Record and Signature Disclosure and Agreement, available [here](#).

All electronic statements will be in full compliance with applicable laws and regulations. The provisions in this agreement are part of (and in supplement to) OAS FCU's Terms and Conditions and are subject to all the provisions in the Terms and Condition. Each OAS FCU account that you designate to be included within the eStatement service and eStatements program is also governed by the terms and conditions otherwise applicable to that kind of account as separately disclosed to you, either in the Terms and Conditions, applications and enrollment forms, the applicable personal or business fee schedules, credit or deposit agreements, our Privacy Policy or other written disclosures.

5. System Service: Click-Pay Bill Payment

If you are approved by OAS FCU, you will have the ability to use the System to make bill payments to vendors and others you set up in the Credit Union's Bill Payment System ("Bill Payment" "Click-Pay"). The following provisions apply to the Bill Payment service in addition to the other provisions stated in this Agreement.

- A. You must designate OAS FCU account from which the payments are to be made, the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. OAS FCU reserves the right to restrict the types of payees to whom Bill Payments may be made. If you want the payment to be debited from your account on a day that is not a Business Day, your account will be debited on the next Business Day. By using the Bill Payment Service option you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.
- B. A one-time Bill Payment to a Payee will be processed on the Business Day that you designate as the Bill Payment processing date provided the Bill Payment is submitted prior to the Bill Payment cut-off time for that date, as the Credit Union may set from time to time in its sole discretion. (For Business Days that are not Partial Business Days the cut-off time is currently 2:00 p.m. EST). OAS FCU, in its sole discretion, may invoke an earlier Bill Payment cut-off time on Partial Business Days.
- C. Bill Payments scheduled to be processed on a particular date and initiated prior to the Bill Payment cut-off time for that day will be processed on that Business Day. Bill Payments submitted after the Bill Payment cut-off time on a particular day will be processed on the next Business Day or Partial Business Day.
- D. You have the ability to request that a payee payment be reoccurring and automatically generated on a desired schedule and for a desired period of time allowed by the System. Recurring payments are automatically scheduled by the System. A Bill Payment processing date for the next occurrence of the Bill Payment is automatically calculated based on your selected frequency for that Bill Payment. If the calculated Bill Payment processing date is a non-Business Day, then the Bill Payment processing date will be adjusted based on your selection for the Bill Payment. If the Bill Payment service "Pay Before" option is selected, the Bill Payment processing date will be adjusted to the first Business Day prior to the calculated Bill Payment processing date. If the Bill Payment service "Pay After" option is selected, the Bill Payment processing date will be adjusted to the first Business Day after the calculated Bill PAYMENT processing date. If your frequency settings for a Bill Payment specify the 29th, 30th or 31st as a particular day of the month for the Bill Payment processing date and that day does not exist in the month of the calculated Bill Payment processing date, then the last calendar day of that month will be used as the calculated Bill Payment processing date.
- E. The Bill Payment service will calculate an "Estimated Arrival Time" for a Bill Payment. This is only an estimate. OAS FCU makes no warranties on the accuracy of this date and it should not be used for the purpose of scheduling Bill Payments.
- F. You agree to pay any fees associated with an add-on additional service to Bill Payment such as listed below. These fees may be changed from time to time by OAS FCU, in its sole discretion:

Overnight delivery	\$19.95	
2 nd day delivery	\$4.95 Economy	\$14.95 Standard
Donations to charities	\$1.99	

Gift payments \$2.99

G. A Bill Payment can be changed or cancelled any time prior to the cut-off time on the scheduled processing date.

H. In using the Bill Payment service, you recognize that:

- 1) You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN);
- 2) If you want to terminate another person's authority to use the Bill Payment service, you must notify the Credit Union and arrange to change your PIN;
- 3) You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another BILL Payment;
- 4) OAS FCU is not responsible for a Bill Payment that is not made if you do not properly follow the instructions for making a Bill Payment;
- 5) OAS FCU is not liable for any failure to make a Bill Payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a "payee" for a Bill Payment; and
- 6) OAS FCU is not responsible for your acts or omissions or those of any other person including, with limitation, any transmission or communications facility and no such party will be deemed to be the Credit Union's agent.

I. Stop Payment Requests of Bill Pay payments

If you desire to cancel or stop any payment that is "In Process" you must call the Member Services at 202-458-3834. Although we will make every effort to accommodate your request we will have no liability for failing to do so. The charge for each stop payment order will be the in current charge for such service as set out in the applicable fee schedule. You may initiate stop payment requests online via the System only for paper checks you have written (non-electronically) on your OAS FCU accounts (not the System bill payer paper drafts). Stop payment requests initiated via the System prior to 12:00 noon EST on a Business Day will be effective that day; stop payments placed after 12:00 noon EST on a Business Day or on a non-Business Day will be effective on the next Business Day. To be effective this type of stop payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop payment request online or by telephone, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

Fees and Charges

You agree to pay any fees associated with your use of the System Services. We may amend our fee schedule for the System Services at any time, in our sole discretion. We will disclose any fees to you ahead of time and notify you of any changes in fees at least thirty (30) days prior to their implementation by posting notice of the change in fees on the OAS FCU System website or sending you notice by email or U.S. postal mail. You are also responsible for telephone, text messaging and Internet service fees you incur in connection with your use of the System. Fees for certain components of the System Services (e.g. Bill Payment) will vary by account type. Please see your account fee schedule for information on what components of the System Service have fees associated with them and what those fees entail.

Posting of Account Transfers

Transfers between your accounts initiated through the System before **10:00 p.m. EST** on a Full Business Day are posted to your account the same day. Transfers between your accounts initiated after **10:00 p.m. EST** on a Business Day, Saturday, Sunday, banking holiday, or after cutoff on a Partial Business Day will be posted on the next Business Day. The System identifies transfers based upon the Login ID of the user who made the

electronic transfer. Accordingly, you understand and acknowledge that the View Postings screen in the Transfer menu option of the System and the Payment History screen in the Bill Payment menu option of the System will not reflect transfers made by multiple users from the same account if different Login IDs are used.

Posting of External Account Transfers

Transfers between your account(s) and external accounts initiated through the System before **1:00 p.m. EST** on a full Business Day will be initiated on the same day. Transfers between your account(s) and external accounts initiated after **10:00 p.m. EST** on a full Business Day, Saturday, Sunday, or banking holiday will be initiated on the next Business Day. Transfers to and from external accounts will take at least one (1) Business Day to complete. The System identifies transfers based upon the Login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screen in the Transfer menu option of the System and the Payment History screen in the Bill Payment menu option of the System will not reflect transfers made by multiple users from the same account if different Login IDs are used.

Overdrafts (Order of Payments, Transfers, and other Withdrawals)

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given Business Day, then (1.) Electronic fund transfers involving currency disbursements, like ATM withdrawals, will have priority; (2.) Electronic fund transfers initiated through the System that would result in an overdraft of your account may, at our discretion, be canceled; and (3.) In the event the electronic fund transfers initiated through the System that would result in an overdraft of your account are not canceled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Limits on Amounts and Frequency of System Transactions

The number of transfers from OAS FCU accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Disclosure of Information, and Transfers

You understand, that in using the System, certain details including account information, domain names, addresses, passwords, telephone and device numbers, message content, data files and other data and information may automatically be disclosed to others for the purpose of processing your transactions and making payments. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we may inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureaus, in connection with the opening or maintaining of your account or in connection with approving your access to the System. You agree to and hereby authorize all of these transfers and disclosures of information.

Periodic Statements

You will not receive a separate System statement. Transfers to and from your accounts using the System will appear on the respective periodic statements for your OAS FCU accounts.

Change in Terms

We may change any term of this Agreement at any time. We will post any required notice of the change in terms on the OAS FCU System website or forward it to you by email or by postal mail. If advance notice of the change is not required and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of any or all of the subject System Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments

You agree to contact us immediately if you think your statement is wrong or suspect another problem with a transaction submitted via the System. Please call us at 202-4558-3834 or email us at E-services@oasfcu.org.

Communications between OAS FCU and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways: (1.) Email - You can contact us by email at E-services@oasfcu.org (Please note, however, that banking transactions through the System are not -and cannot be- made via email.); (2.) Telephone - You can contact us by telephone at 202-458-3834; (3.) In Person - You may visit us in person at our offices; (4.) Postal Mail - You can write to us at:

OAS FCU
1889 F Street NW
Washington DC 20006

Note regarding email: We may not immediately receive email that you send. We will have a reasonable opportunity to act before taking action on your email requests. You cannot use email to stop payments, transfer funds, or perform a bill payment.

Our Liability for Failure to Make a Payment or Transfer

In the event OAS FCU does not complete a payment or transfer on time or in the correct amount according to its agreement with you, the Credit Union's liability will be limited to the lesser of (i) the actual damages sustained by you as a direct result of such incident, or (ii) the fees paid by you to OAS FCU over the three-month period immediately preceding such incident. In no event will the Credit Union be liable for any damages or costs if: (1.) If, through no fault of ours, you do not have enough money in your account to make a transfer; (2.) If a legal order directs us to prohibit withdrawals from the account; (3.) If your account is closed, or if it has been frozen; (4.) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts; (5.) If you or anyone authorized by you commits any fraud or violates any law or regulation; (6.) If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly and you knew about the problem when you started the transfer; (7.) If you have not provided us with complete and correct payment information for the Bill Payment service including, without limitation, the name, address, payee-assigned account number, payment date and payment amount for the payee on a Bill Payment; (8.) If you have not properly followed the terms of this Agreement or the on-screen instructions for using the System; or (9.) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Your Liability for Unauthorized Transfers

You agree to CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any) as a result of any such unauthorized usage of your accounts. In no event will OAS FCU be liable for any losses sustained as a result of any person initiating transactions that did not possess authority to do so.

Disclaimer of Warranties and Limitation of Liability

Except to the extent prohibited by law, we make no warranty of any kind (express or implied) including any implied warranty of merchantability or fitness for a particular purpose, in connection with the system services provided to you under this agreement. We do not and cannot warrant that the system will operate without errors or that any or all the system services will be available and operational at all times. You agree in no event shall OAS FCU be liable for any indirect, incidental, punitive, special or consequential damages under or by reason of any services or products provided under this agreement or by reason of your use of or access to the system including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of OAS FCU and its affiliates exceed the amounts paid by you for the services provided to you through the system.

Termination for Non-Use

OAS FCU has the right, at the Credit Union's sole discretion, to remove your access to the System or any service therein without notice if there has not been a valid sign on with your login credentials in the last ninety (90) days. Should the System be terminated for this reason, you are free to re-apply at any time and at no cost. In the event of re-instatement, you may need to re-enter preference, account and payment settings.

Your Right to Terminate

You may cancel your System service at any time by providing us with written notice in person or by postal mail or by email sent to E-services@oasfcu.org. Your access to the System will be suspended within three (3) Business Days of receipt of your instructions to cancel the service. You will remain responsible for all transfers, outstanding fees and charges incurred prior to the date of cancellation by the Credit Union.

Our Right to Terminate

Other than mentioned above, you agree that we can terminate or limit your access to the System Services for any of the following reasons: (1.) Without prior notice, if you have insufficient funds in any one of your OAS FCU accounts. System service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits; (2.) Upon three (3) Business Days' notice, if you do not contact us to designate a new primary checking account immediately after you close your primary checking account; (3.) Upon reasonable notice to you, for any other reason in our sole discretion.

Indemnification

You will defend, indemnify, and hold harmless OAS FCU and its officers, directors, members, affiliated entities, employees, processors, representatives, successors and assigns against, from, and in respect of, any and all losses, liabilities, damages (including consequential, special and punitive damages), costs and expenses of any kind, including reasonable attorneys' fees and litigation expenses, directly or indirectly resulting from:

1. The processing of any request or direction received by OAS FCU under the System Services;
2. Any breach or failure to comply with any of the provisions of this Agreement by you;
3. Any dispute between you and any third party in connection with the use of the System Services;

4. Any breach of your representations and warranties under this Agreement;
5. Any loss or expenditure resulting from any transaction submitted by you under the System Services caused by the rejection of that transaction by the bank upon which it is directed; or
6. Any and all actions, suits, proceedings, claims, demands, judgments, fines, settlement, costs and expenses of any kind (including reasonable attorneys' fees and litigation expenses) brought against or incurred by OAS FCU and incident to the foregoing.

For purposes of this Section, the term "processors" will mean and include any third-party contractors, vendors and/or licensors with whom OAS FCU contracts to provide services, products, and/or licenses that enable the Credit Union to provide the System Services. The terms of this Section will survive termination of this Agreement.

Miscellaneous Provisions

The following additional provisions apply to this Agreement:

1. The terms of this Agreement will be construed in accordance with the laws of the District of Columbia and with the laws of the United States when applicable.
2. Words importing the singular number only may be extended to several persons or things, and words importing the plural number only may be applied to one person or thing.
3. You agree that any suit, action, or other legal proceeding arising out of or in any way relating to this Agreement must be brought in the District of Columbia courts located in Washington, DC, which you acknowledge and agree are the courts having exclusive jurisdiction and venue over any such suit, action, or other legal proceeding; and you waive any objection or defense which you may have to the laying of jurisdiction and venue of any such suit, action, or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Unless otherwise expressly agreed in writing by OAS FCU, the aforesaid jurisdiction and federal courts located in the District of Columbia shall have sole and exclusive jurisdiction of any and all claims, disputes, and controversies arising under or relating to this agreement. No lawsuit, proceeding, or any other action relating to or arising under this agreement may be commenced or prosecuted in any other forum except as expressly agreed in writing by OAS FCU.
4. To the maximum extent permitted by law, you and us each agree (I) to waive any right to trial by a jury in any claim, action, proceeding or counterclaim brought by you or us against the other party pertaining to any matters arising out of, or relating to, or in any way in connection with this agreement, the terms and conditions hereof, and your use of OAS FCU's online and mobile banking system, including the mobile capture service, and (II) that any such claim, action, proceeding, or counterclaim shall be decided by the judge hearing the court trial.

These Terms of Use and Agreements are being provided to you by OAS FCU based on your previous examination of, and agreement to use the above-mentioned services. We urge you to print them and/or save a digital copy for your own records and information.