

Ent Federal Credit Union
P.O. Box 15819
Colorado Springs, Colorado 80935-5819
800-525-9623 www.Ent.com (719) 574-1100
Electronic Services Disclosure and Agreement

Electronic Services provided to you from Ent Federal Credit Union are governed by government regulations, which are discussed in this disclosure. By using our electronic services such as, online banking, online bill payment, and our telephone voice response access you agree to be bound by the following terms and conditions. In this agreement the words “we”, “us”, “our” and “credit union” mean Ent Federal Credit Union, hereafter referred to as Ent. The words “I”, “me”, “mine”, “my”, “you”, “your”, “member”, “they”, and “their” mean each and all parties whether one or more persons who access our electronic services. The word “account” means any one or more savings, checking or other accounts you have with Ent. The word “third party service provider” means any other company we may use to help bring you these services.

ACCESS OPTIONS You may access online banking and bill payment services via our website at www.Ent.com. Online banking may be accessed by personal computer or web-enabled device. Online banking enables you to make transfers, perform inquiries, pay bills, request email alerts regarding account activity, advance on specific loans such as a line of credit loan and make loan payments on your accounts from a secure web browser such as Netscape Navigator 7.0, Internet Explorer 6.0, Firefox 2.0 or Apple Safari 2.0 and higher. Although older browser versions may support secure server environments we strongly recommend you use the latest versions to take advantage of the latest security features. We do require the browser (regardless of the version) to have at least a 128 bit cipher strength installed. Mobile Banking account inquiry information may be accessed by sending and receiving SMS text messages on a text message capable device (“mobile banking”). SMS text messages are limited to account inquiries on the same member account number. Telephone Banking may be accessed through a voice response system by calling (719) 574-1100 or 800-525-9623 and selecting the Telephone Banking menu option with a touch-tone telephone. Electronic Services include telephone banking and online banking, and the password you use to access these services is the same. If you already have our Telephone Banking service, you can use the same password to logon to our Online Banking. If you do not have a password for these electronic services, you must contact a member service representative to enroll. Keep your password confidential at all times. Should you select the Bill Pay option, it will be available to you for electronic payment of bills from your checking account. For Account-to-Account Transfers, member to member transactions, you must be an authorized signer on the source account. Account-to-Account Transfers allow deposit transactions only; you will not be able to obtain other account information through this service.

FEES All fees related to the Bill Pay option are described on the member’s Fee Schedule, which is available online under the “Important Account Information” link. Notice of change in fees from our third party service provider may also be disclosed to you via online banking. You acknowledge that the bill pay service and mobile banking are optional and are furnished by third party service providers. You will be responsible for the cost of any hardware such as a PC or cell phone, any phone line charges, text message charges, monthly Bill Pay charges or telephone or Internet access charges you may incur in using any electronic services.

TRANSACTIONS Upon processing your enrollment for online services, you will enter your Online/Telephone Banking password to activate the system. A new electronic services password/PIN (Personal Identification Number) will be computer generated and given to you personally upon proper identification, or mailed to our address of record for you. It is your responsibility to change your password/PIN upon activation of the system. For your own protection, you should change your password periodically. We encourage all users to select passwords not readily known through public information. We may notify you to change your password for security purposes. As an added precaution, your password may be disabled after three (3) consecutive incorrect

attempts. You may initiate electronic service transactions at any time seven days a week. As with any computer/phone system, there may be some times when these services are unavailable for use. You will normally have unlimited session time, however you will be required to log in with your password again if you reach a point of 10 minutes with no activity when using online banking. You may use our electronic services to:

1. Obtain account information related to any of your savings, checking, or loan accounts.
2. Obtain account history.
3. Obtain tax information, including total interest paid and dividends earned.
4. Transfer funds between your savings or checking accounts.
5. Transfer funds from your line of credit loan to your savings or checking accounts.
6. Transfer funds from savings or checking accounts to make payments on your Ent loans.

Additionally, you may access the following services using online banking:

7. Download certain information about your account using software designed for that purpose.
8. Make bill payment transfers to payees of your choice, by enrolling in the Bill Pay service.
9. Use other enhancements, transactions, inquiries, or calculations that may become available to you. You will be able to set up recurring transfers within your accounts, order checks, submit address changes, receive images of your paid check items and elect to receive electronic statements.
10. Perform account-to-account transfers, if enrolled for this service.

LIMITATIONS In return for the benefits received from our electronic services, you agree to the following limitations: (Any use of these described programs is subject to all terms of the Agreements and Disclosures for the accounts involved).

1. You may not make more than six preauthorized, automatic, telephone (including data transmission), or telephone banking transfers or withdrawals or a combination of such transactions to another account of yours or to a third party during any calendar month from a savings or money market savings account. These limits do not pertain to a transfer from a checking account. Telephone and online banking transactions will be considered telephone transactions and will count towards these limits. A preauthorized transfer includes any arrangements with Ent to pay a third party from your savings account upon written or oral orders including ACH (Automated Clearing House) transactions. These limits do not apply on transfers to any loan account you have at Ent or transfers to another Ent account when such transfer is initiated in person, by mail or at an ATM (Automated Teller Machine). You may also make unlimited withdrawals when a check is mailed directly to you. If a transfer request would exceed the transfer limitations in any statement period, your account will be subject to an excessive transfer fee or conversion to a transaction account. If you have any questions concerning this regulation, you may call or pick up a Membership and Account Agreement and Important Account Information for our Members from any of our Service Center locations or this information may be downloaded and printed from www.Ent.com under "Important Account Information".
2. There may be times that our electronic services are unavailable for use due to events beyond Ent's reasonable control, events such as acts of God, power outages, and acts of war or terrorism. You agree that Ent will not be liable if electronic services are suspended due to any event of this nature.
3. A "lock out" feature is in place to deny access to your accounts if there are (3) three consecutive incorrect password (PIN) attempts on the account(s).
4. The processing of bill payment transfers depends on the accuracy of all payment information, which includes payment amount, account number, merchant (payee) name, address, and telephone number. You agree to supply accurate information for all bill payment transfers and to comply with credit union limits related to dollar limitations by processing day and merchant (payee). You agree to hold Ent harmless for your submission of inaccurate or erroneous bill payment information.
5. You authorize Ent to utilize third party service providers for the bill pay and mobile banking services being provided.
6. Bill payment transfers may be delayed or denied if the required information is incomplete or inaccurate. After you initiate a bill for payment, funds will be withdrawn from the designated account on the processing date or

the date that the check is presented for payment, depending on how the payment was issued. The bill pay service provider reserves the right to determine if the funds will be sent electronically or sent by check based upon the availability of the recipient's ability to accept electronic payments. The funds may be withdrawn from your account on the processing date. Payments are not processed on Saturdays, Sundays or national holidays. We reserve the right to process the payment at any time during the day and to reject the payment if sufficient funds in your account(s) are not available at that time. You must allow sufficient time for vendors to process your payment after they receive a payment from the Service Provider. Ent will not be liable for any refusal to accept payment, service fee, late charge or finance charge. We cannot guarantee the time that any payment will be credited to your account by any merchant (payee) or be responsible for any fees incurred. In the event of dispute, we can only confirm the amount, the merchant (payee), and the date of the bill payment transfer made by the service provider. For any other error or question you may have involving the billing statement of the merchant, you must contact the merchant directly. We are not responsible for investigating such issues. Please review our Bill Payment Disclosure posted on www.Ent.com for a complete disclosure on this service by the third party provider.

7. You may authorize the initiation of limited fund transfers through online banking.

8. If information provided is inaccurate, it may preclude the processing of any request or transaction item.

9. Email alerts authorized by you will be sent to the last known email address provided. It is your responsibility to update your email address with the credit union to ensure account related information included within the email alerts is properly received. You agree to release Ent from all liability related to the email alert process that may result in delays, interruptions or undeliverable email because of an incorrect email address provided by you, routine maintenance of our systems or other conditions beyond our reasonable control.

10. You agree that you will not initiate transactions that violate the laws of the United States.

11. Accept and follow procedures established by the credit union to prevent loss to your account or to the credit union and to conform to applicable laws or regulations.

12. You agree to accept usage and command limits established by the credit union on any web enabled device.

STATEMENTS You will receive a monthly statement for the activity on your checking account and a periodic statement for the activity on your savings accounts, including electronic activity. Such statements may be mailed to your address of record with us or posted for you as an electronic statement via online banking. No other receipts will be mailed for transactions. You understand and agree that receipt of statements is when provided (posted) to you electronically if you receive electronic statements. The date that these statements are posted will be considered the "mailing" or "delivery" date by Ent. You further agree to the acceptance of notices, periodic statements, disclosures, and agreements by means of electronic delivery. Statements received through electronic means should be printed, reviewed, and retained by you.

DIRECT DEPOSIT If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you may verify receipt of your direct deposit by using electronic services, your periodic statement, or by contacting us at (719) 574-1100 or 800-525-9623.

PASSWORD Initially when you sign up for Online Banking we will ask you to enter your Online/Telephone Banking password, which you must use each time you access Online Banking. Your new electronic password will be computer generated and given to you personally upon proper identification, or mailed to your address of record. If you forget your password, a new password will be generated. You should change your password periodically, as you deem necessary to protect the security and privacy of the account. Changing your password will affect both your telephone banking and online banking password, as they are the same. A password is issued for security purposes; it should remain confidential and should not be written near your computer, disclosed to a third party or remain resident on your computer. **If you disclose your password/PIN to another person or allow it to remain resident on your computer, you are allowing and authorizing anyone with access to your computer, the ability to perform transactions on your account(s). If you utilize mobile banking to access your account(s) using SMS text messages, you are authorizing anyone with access**

to your cell phone to receive your account information. As part of this agreement, you will not make your password available to anyone not authorized to sign on your account. Anyone who has the password may use it as access to change the password on the account. If you authorize anyone to use your password, that authority shall continue until you specifically revoke such authority by changing the password or by notifying us in writing. If you fail to maintain the security of any password and we suffer a loss, we may terminate all of the services under this agreement as well as any other Credit Union share or loan services you have.

SEVERABILITY You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at our discretion. You further agree, should illegal use occur, to waive the right to sue Ent for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold Ent harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS; ADVISABILITY OF PROMPT REPORTING; TELEPHONE NUMBER AND ADDRESS NOTIFICATION

You may authorize the joint owners of your account to access electronic services by disclosing your password to them. You understand and agree that the password allows them access to all your savings, checking and loan accounts and you agree to be responsible for all transactions initiated by the password. In addition to your liability for any indebtedness created through the use of electronic services privileges, Ent may at its sole option hold any user of electronic services, if other than you, liable for any indebtedness charged to your account(s) through the use of electronic services. The obligation of two or more parties will be joint and severally obligated. In any event, you as primary member will remain primarily responsible for any charges.

1. In the event your electronic services password has been lost or stolen, or you believe that someone has compromised your password, and has transferred or may transfer money from your account without your permission, or that any other unauthorized electronic funds transfer has been or may be made, you agree to immediately call, write or e-mail us at the numbers or address listed below under Address/Telephone Number. The best way to inform us of any abuse of your password is by telephone with a follow up by written or e-mail confirmation.

2. After notification to Ent on a lost, compromised, or stolen PIN, a new PIN will normally be generated within one business day. The new PIN will be mailed to your last known address listed in our files. You agree to notify us of any address change within 30 days or sooner.

3. You could lose funds in your account and be liable for fees associated with any abuse.

UNAUTHORIZED USE Telephone us at once, if you believe your card and/or personal identification number has been lost, stolen or compromised. Telephoning us is the best way of keeping your possible losses to a minimum. Your prompt notification will allow us to protect your account as well as the credit union. If your periodic 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 or electronically received, 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 in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card and/or PIN has been lost or stolen or that someone has transferred or may transfer from your account without your permission, call, e-mail or write us at the telephone number or address listed in this disclosure.

ADDRESS/TELEPHONE NUMBER/HOURS OF OPERATION

Ent Federal Credit Union

P.O. Box 15819

Colorado Springs, Colorado 80935-5819

(719) 574-1100

(800) 525-9623 (Toll Free)

7:00 AM – 7:00 PM Monday – Friday
8:00 AM – 5:00 PM Saturday
Mountain Time

CREDIT UNION BUSINESS DAYS FOR NOTIFICATION The Credit Union's business days are Monday through Saturday. Sundays and holidays are not included.

LIABILITY FOR FAILURE TO MAKE TRANSFERS 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. However, there are some exceptions. We will NOT be liable if:

1. Through no fault of ours, you do not have enough funds available in your account to make the transfer.
2. The transfer would exceed the credit limit on any loan or line of credit.
3. The system was not working properly and you knew about the breakdown when you started the transfer.
4. Your PIN has been lost or stolen and we have blocked the account.
5. Circumstances beyond our control (such as fire, flood, computer, or telephone system malfunction) prevent the transfer, despite reasonable precautions we have taken.
6. Your account is in default.
7. The funds are subject to legal process or other encumbrance restricting such transfer.
8. There may be other exceptions stated in our Agreement(s) with you.

PRIVACY OF TRANSACTIONS We will disclose information to third parties about your account or the transfers you make: (A) Where it is necessary for completing transfers or a transaction; (B) In order to verify the existence and condition of your account for a third party, such as a credit reporting agency or merchant; (C) In order to comply with a government agency or court order under applicable law; (D) If you give the credit union electronic or written permission; (E) To protect your account or the credit union from loss or liability. Additional information, other limitations, and conditions are stated in our Privacy Commitment, which may be obtained on our home page at www.Ent.com.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS

Telephone, write, or e-mail the credit union at the number or address shown in this disclosure as soon as possible, if you think your periodic statement is wrong or if you need more information about a transfer listed on your periodic statement. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared. You will need to notify us of the following:

1. Inform us of your name and account number.
2. Describe the error or the transfer in question and explain as clearly as you can why you believe it is an error or why you need more information.
3. Inform us of the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error has occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if your account has been open for 30 days or less) for the amount you think is in error. This provisional credit enables you to have the use of the money during the time it takes us to complete the investigation. If the error concerns an electronic fund transfer that is (1) a foreign-initiated transaction, (2) point of sale debit card transaction, or (3) a transaction occurring within the first 30 days after a deposit to a new account, a 90-day investigation period in place of 45 days will apply. Please note that if we ask you to put your complaint or question in writing and we do not receive it within 10 business days of our request, we may not credit your account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

CHANGE IN TERMS NOTICE Notwithstanding any notice required by law, we reserve the right to change any

of the terms of this Electronic Services Disclosure and Agreement and/or terminate your right to use electronic services at any time for any reason. Prior notice may not be given if an immediate change is necessary to protect the security of your account or the electronic funds transfer systems. Use of this service is subject to existing regulations and any future changes in those regulations. We reserve the right to change our third party service provider(s) for bill pay and mobile banking at our option at any time.

NOTICES All notices from the credit union will be effective once they have been mailed or delivered to the last known address in the credit union's records or posted electronically via the Internet. Notices from you will be effective when received by us at the address specified in this Agreement or received via e-mail on any credit union business day during regular business hours. You will promptly notify us of any email address changes.

AVAILABILITY OF FUNDS You agree not to exceed available funds in your accounts or credit limits previously established.

ACKNOWLEDGMENT OF EXISTING ACCOUNT TERMS You understand and agree that all terms and conditions associated with your savings, checking, or other credit union accounts that are affected or accessed by electronic services still apply. You may reference "Membership and Account Agreement" and "Important Account Information for our Members" for further information.

OVERDRAFT PROTECTION FOR BILL PAY If your checking account balance is insufficient to pay drafts or other incoming debit items presented to us for payment, we will advance funds in accordance with your overdraft protection plan either from your savings account(s) (subject to the limitations of Reg D), your line of credit loan, or courtesy overdraft protection program established by the credit union. At the time you open your checking account or are approved for a line of credit loan, you may select which option you want to have priority. We reserve the right to process all incoming debit items in any order and at any time we determine. We have no obligation to advance or transfer funds if at the time of a needed advance or transfer:

1. You have exceeded your credit limit on your line of credit loan, or exhausted your available account balances.
2. Your line of credit loan has been closed or you are in default as governed by your credit agreement or if you are in default on any other obligation to us.
3. Your checking account has been closed. You agree to pay us all funds advanced by us under any line of credit loan agreement or courtesy overdraft protection program established by the credit union. You also agree to pay any associated finance charge imposed thereon and such service charges and fees as we may impose from time to time to pay, clear or return debit items presented to us for payment from your account.
4. Your account has insufficient funds.

STATUTORY LIEN If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares and dividends in your account(s) at the time of default to satisfy that obligation. You authorize us to use all funds in your account(s) to repay any indebtedness or overdraft including funds on deposit received from government sources such as the Social Security Administration. Once you are in default, we may exercise this right without further notice to you.

STOP PAYMENTS You may request a stop payment on a check issued through the bill pay service with a refund into your account after the stop payment becomes effective. (The stop payment order is placed with our service provider.) Please review Ent's Fee Schedule for stop payment fees.

1. You may request that a stop payment be placed on a bill payment made to a merchant (payee) through our bill pay option. The stop payment order will be effective if the credit union and service provider receives the order in time for them to act upon the order and you accurately state the account number, the amount, the merchant (payee's) name, payment confirmation number, and the date. If you give us incorrect information, we will not be responsible for failing to stop payment. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment.

2. The stop payment order will be in effect for six (6) months from the date of the stop payment order or until canceled by an account holder in writing. Ent is not obligated to notify you when a stop payment order expires.

3. You should be aware that while payment of an item may be stopped, you may remain liable to any person, including Ent who is a holder of the item despite the stop payment order. You agree to indemnify and hold us harmless from all costs, including attorney's fees, damages or claims related to Ent's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

SECURITY You agree to be fully and solely responsible for maintaining proper anti-virus, a security program or firewall software on your PC or Internet access device to prevent your PC device from being controlled by another person or having another person obtain passwords and other confidential account information through a key logging program. You agree to maintain physical security over any web enabled device (e.g. cell phone) to prevent any unauthorized access. In the event you identify that your PC or mobile banking access device has been compromised by another person, you agree to notify Ent immediately to prevent any further loss to your account or the credit union.

ACKNOWLEDGMENT OF DISCLOSURES You agree that by using your password, or allowing another to use your password, that you have received a copy of, and agree to be bound by the terms and conditions of the most recent Electronic Services Disclosure and Agreement and the Electronic Fund Transfers Disclosure contained in the "Important Account Information for our Members". You also agree to all terms and conditions contained in our "Membership and Account Agreement" which is a part of the above-mentioned disclosure. You further agree to the acceptance of notices, periodic statements, disclosures, and agreements by means of electronic delivery.

APPLICABLE LAW This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado, except to the extent that federal law applies. It is also governed by the bylaws and policies of Ent Federal Credit Union and local clearinghouse rules as amended from time to time.

TERMINATION OF ELECTRONIC FUNDS TRANSFER SERVICES (EFT) You may terminate this agreement or any EFT service under this agreement at any time by notifying us in writing or via e-mail on any credit union business day during regular business hours. You agree to discontinue use of your password immediately. You also agree to notify any participating merchants (payees) that authority to make bill payment transfers has been revoked. Ent may also terminate this Agreement at any time by notifying you verbally, electronically or in writing. If we terminate this Agreement we may notify any participating merchants making any preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that the credit union will not accept any further preauthorized transaction instructions. We may also program our processing systems not to accept your password for any EFT service. As a security precaution, Ent may terminate your service if it has not been accessed for 60 days or longer. Whether you or the credit union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFT made prior to termination.

ENFORCEMENT In the event either party brings legal action to enforce the Agreement or collect overdrawn funds on accounts accessed under this agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, 15% limitation, including fees on any appeal, bankruptcy proceedings and any post judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in El Paso County in the State of Colorado.