



## VIRTUAL BRANCH SERVICES TERMS & CONDITIONS

The following terms and conditions govern the manner in which Alcoa Pittsburgh FCU (Us, We, Our) will provide Virtual Branch Home Banking and Bill Payment Services to You:

**Our Customer Service Information:** Our Customer Service is available at (412) 553-3100 Monday through Friday from 9:00 AM to 4:00 PM. Mail may also be addressed to:

Alcoa Pittsburgh FCU  
ABSC Building, Suite 100  
30 Isabella Street  
Pittsburgh, PA 15212

**Services:** You authorize Us to utilize Electronic Data Systems (EDS) to provide the services to You on Our behalf. Payment of taxes or court directed payments via the Services is prohibited. We reserve the right to refuse to make any payment and/or transfer. Funds will arrive at Your targeted Merchant and/or Account as close as reasonably possible to the date designated by You in Your payment and/or transfer instruction (Payment Date). Subject to the terms and conditions of this Agreement, You authorize Us, and any third party acting on Our behalf, to choose the most effective method to process Your payment and/or transfer, including, without limitation, electronic, paper or some other draft means. For each properly instructed payment to an eligible Merchant and/or transfer to a targeted Account You will receive a transaction confirmation number (Confirmation Number).

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

Unless you receive a confirmation number, we shall not be liable for any failure to make a payment and/or transfer including any finance charges or late fees incurred as a result. It is also important that the payment date be on or before the merchant due date, not the late date, and since the time for us to process your payment varies according to the particular merchant, you must become familiar with the payment processing time for each merchant you desire to pay, and allow the appropriate number of business days between the day you input your payment instruction and the payment date. Subject to the limitation discussed below, if you follow the procedures described in this agreement for payments, and you are assessed a penalty or late charge, we will reimburse you for that late charge up to a maximum of fifty dollars (\$50.00). In the event that you do not adhere to the obligations set forth in this agreement, or you schedule a payment less than the number of business days before the due date required for a particular merchant, you will bear full responsibility for any such charges or fees. The service assumes no liability for the late posting or misapplication of payment once funds are received by merchants. This absence of liability, however, does not preclude service from working to resolve these types of issues when they arise. If required we will be responsible for providing provisional credit if payment disputes this action.

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

1. You do not obtain Confirmation at the time You initiate a payment and/or transfer.
2. The designated Account does not contain sufficient funds to complete the payment and/or transfer.
3. You have closed the designated Account.
4. We have identified You as a credit risk and have chosen not to make all payments and/or transfers initiated by You
5. The Services, Your equipment, the software, or any communications link is not working properly and You know or have been advised by Us about the malfunction before You execute the transaction.
6. You have not provided Us with the correct information for those Merchants to whom You wish to direct payment or Accounts to which You wish to make a transfer.
7. The Merchant mishandles or delays handling payments sent by Us.
8. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and We have taken reasonable precautions to avoid these circumstances.

We are not responsible for any other loss, damage or injury, whether caused by your equipment or software, the services, or any technical or editorial errors contained in or omissions from any user guide/brochure related to the services. We shall not be responsible for any direct, indirect, special or consequential damage arising in any way out of the installation, use or maintenance of your equipment, software or the services, except where the law requires a different standard.

**Payment Cancellation/Modification:** Except for those transfers which are completed immediately, You may cancel or modify a payment and/or transfer up to 1:00 p.m. Eastern Time (ET) the same Business Day You schedule for payment and/or transfer.

**Statements:** All payments and/or transfers made via the Services will be listed on Your monthly Account statements (Statement) that you receive from Us.

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

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

**Your Liability for Unauthorized Payments:** Notification: Notify us at once if you believe your Access Device and/or PIN has been stolen, lost or misappropriated. Telephoning is the best way to reduce your potential losses. You risk losing all money in your account plus any overdraft line of credit through an unauthorized transfer.

Time Frame: If you believe your Access Device and/or PIN has been stolen, lost or misappropriated and you tell us within two (2) business days after you learn of such, you can lose not more than \$50.00 if someone makes a transfer using your Access Device without your authorization. If you DO NOT tell us within two (2) business days after you learn of the theft, loss or misappropriation of your Access Device and/or PIN, and we prove we could have stopped someone from using your Access Device and/or PIN if you had told us, you could lose as much as \$500.00. Also, if your account statement shows a transfer you did not make and/or authorize, TELL US AT ONCE. If you DO NOT tell us within sixty (60) days after the account statement was mailed to you, you may not get back any money you lost after such sixty (60) days if we can prove you could have stopped someone from taking the money if you had told us.



## **VIRTUAL BRANCH SERVICES TERMS & CONDITIONS (cont'd)**

**WHERE TO NOTIFY:** If you believe your Access Device and/or PIN has been stolen, lost or misappropriated, or someone has transferred, or may transfer, money from your account without your authorization NOTIFY US AT ONCE! Monday - Friday, except holidays, 9:00 am to 4:00 p.m. EST @ (412) 553-3100. After office hours, or on holidays, phone (800) 523-4175. Then confirm it in writing to Alcoa Pittsburgh FCU, ABSC Building, Suite 100, 30 Isabella Street, Pittsburgh PA 15212.

### **ERROR RESOLUTION PROCEDURES:**

Notification: If you think your account statement or receipt is wrong, or if you need more information about an electronic fund transfer, call or write us at the above phone/address. WE MUST HEAR FROM YOU within sixty (60) days of receipt of your first account statement on which the error or problem appeared. You must give us the following information:

- (1) Your name and account number
- (2) A description of the error in the transfer you are questioning, including a detailed explanation as to why you believe it is an error or why you need more information; and
- (3) The dollar amount of the suspected error.

**Our Investigation:** We will inform you of the results of our investigation within ten (10) business days after we hear from you; but, if we need more time, we may take us to forty-five (45) days to investigate. If we opt to take more than ten (10) business days, we will credit your account within ten (10) business days for the amount you think is in error, so you will have that money during our investigation. However, in the case of foreign initiated transfers or point of sale transfers, the applicable time periods are twenty (20) business days in place of ten (10) and ninety (90) days in place of forty-five (45) days. If we ask for a written complaint or question and we do not receive it within ten (10) days of request, we may not recredit your account. Furthermore, in certain circumstances, we may hold fifty (\$50.00) from the amount recredited. We will transmit the results of our investigation to you within three (3) business days after concluding said investigation. We will furnish, upon your request, copies of the documents on which we relied in making our determination. If we already recredited your account, and find there was no error, we may debit such amount upon transmitting the requested documentation, information or clarification to you. If we determine an error was in fact made, we will correct the error within one (1) business day of our determination and notify you accordingly.

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

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

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

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

If You do not pay any amount owed to Us when due, You agree to pay interest on the unpaid balance at the rate of 18% per annum, or 1.5% per month (or the maximum rate allowed by applicable law, if less). In the event that Your claim or debt has to be referred to a third party for collection, You agree, to the extent permitted by law, to pay all costs and fees incurred in collecting the outstanding balances, including reasonable attorneys' fees and court costs.

**Fee Schedule:** You agree to pay Us the fees to be published by Us from time to time.

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

1. In addition to the foregoing, You agree to be bound by and comply with the requirements of the Services User Guide and applicable state and federal laws and regulations. We agree to be bound by them also.
2. We reserve the right to terminate Your use of the Services, in whole or in part, at any time without prior notice.
3. You may cancel Your subscription to the Services, upon thirty (30) days prior notice to Customer Service. You will be responsible for all payments and/or transfers You have requested prior to termination and for all other charges, fees, and taxes incurred. Be sure to cancel all outstanding payment and/or transfer orders within the 30-day notification period. We will not be liable for payments and/or transfers not canceled or made due to your actions related to service termination.
4. These Terms and Conditions, the Services User Guide and applicable Service fees and charges may only be altered or amended by Us. In such event, We shall send notice to You at your listed address or transmit notice of the alteration or amendment over the Services. Your use of the Services following receipt of such notice constitutes acceptance of such alterations or amendments.
5. In the event of a dispute regarding the Services, You and We agree to resolve this dispute by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by You or Our employees.
6. These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of Pennsylvania.
7. Business days are Monday through Friday, excluding normal banking holidays.