

# **FIRST CLASS...ANYWHERE!® AGREEMENT & DISCLOSURE**

FIRST CLASS FEDERAL CREDIT UNION(FCFCU) and YOU, the member, hereby agree as follows:

**1. FIRST CLASS... ANYWHERE!® Service.** Member hereby applies to FCFCU for **FIRST CLASS...**

**ANYWHERE!** In order to remain eligible for this service, the member must remain a member of FCFCU in good standing. FCFCU reserves the right to limit, modify or cancel your use of this product at any time and for any reason.

**(A) Transfers.** You may transfer funds between your FCFCU share and loan accounts. You may transfer up to the balance in your accounts at the time of the transfer, except as limited under other agreements. FCFCU reserves the right to refuse any transactions that would draw upon insufficient funds, lower an account below a required balance or otherwise increase our required reserve on the account. Transfers from any share account are limited to six per month in any combination of share-to-share within the same account, to other FCFCU accounts, overdraft transfers, audio response transfers or **FIRST CLASS...ANYWHERE!** transfers. You may transfer funds between different FCFCU accounts but are subject to prior written approval. You agree to be bound by a completed Audio Response/**FIRST CLASS...ANYWHERE!** Transfer Request Card that is on file at FCFCU.

**(B) Additional Services.** From time to time, FCFCU may announce additional services which are available through **FIRST CLASS...ANYWHERE!** Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.

**(C) Access.** **FIRST CLASS...ANYWHERE!** is a user based service. Therefore all Accounts that you are the primary owner of (whether individual or business) will be set up to be accessed via **FIRST CLASS...ANYWHERE!**. This is determined by the social security number or tax identification number that applies to the account on your application. You hereby agree to be bound by these terms under access.

**(D) Access Limitations.** FCFCU reserves the right to limit the amount of **FIRST CLASS...ANYWHERE!** on-line access per month or per session.

**2. FIRST CLASS...ANYWHERE! Password.** By using this service you acknowledge that you have read this agreement and disclosure, understand it and agree to its terms. You also acknowledge and understand that use of your **FIRST CLASS...**

**ANYWHERE!** password by other persons will give them access to your FCFCU accounts. Access to a member's account will be made by means of a member's password and account number. You agree to not make your password available to any other person. If you believe that your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission; call 610-439-4102 between 9:00A.M. and 5:00P.M. Monday through Friday or write to FCFCU at 510 Business Park Lane, Allentown, PA 18109.

**3. Your Liability.**

**(A) Liability Disclosure.** If you believe your password has been lost or stolen, contact FCFCU at once and immediately change your password on the **FIRST CLASS...**

**ANYWHERE!** site. Telephonic communication is the best way of limiting your potential loss(es). You could lose some or all of the monies in your account(s).

If you tell us within two(2) business days, you can lose no more than \$50.00. If someone used your password without your permission and you do not tell us within two(2) business days after you learn of the loss or theft of your password and we can prove we could have stopped someone from using your password without your permission if you had told us, you could be liable for the entire loss.

Also, if your monthly or quarterly statements show transfers that you did not make, tell us at once. If you do not notify us, in writing, within 60 days after the statement was e-mailed to you or if we can prove that we could have stopped someone from taking the money if you had told us in time, you may not get back any of the money you lost.

**(B) Phone Number.** If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without permission, immediately call us at 610-439-4102.

**4. FIRST CLASS...ANYWHERE! Charges.** FCFCU does not intend to charge a fee for the **FIRST CLASS...**

**ANYWHERE!** services. We do, however, reserve the right to do so in the future and will provide advance notice to all users.

**5. Statements.** Use of the **FIRST CLASS...ANYWHERE!** services requires that you receive all monthly/quarterly statements via e-mail. A physical statement **WILL NOT** be mailed to you. This includes all statements of the accounts that are linked by social security number or tax identification number. (See section (C) Access) You will receive a monthly e-mail informing you that your statement(s) are ready to be viewed and printed inside the **FIRST CLASS...**

**ANYWHERE!** service. In addition, you agree to receive any and all future statements, disclosures and notices, when available, via e-mail to be accessed within the **FIRST CLASS...ANYWHERE!** service.

**6. E-mail Address.** You agree to ensure that FCFCU has your current e-mail address on the **FIRST CLASS...**

**ANYWHERE!** service at all times. You are responsible to maintain/update your address through the applicable links on the **FIRST CLASS...ANYWHERE!** service. Failure to keep an up-to-date e-mail address may result in your not receiving all statements, disclosures and notices. You agree, because of your error, that you will bear the cost (per our current fee schedule), to print and forward your physical statements, notices and/or disclosures.

**7. Amendment of this Agreement.** You agree that from time to time we may amend or change the terms of this agreement. We may do so by notifying you in writing. Use of the **FIRST CLASS...ANYWHERE!** services after the effective date of such an amendment or change shall constitute acceptance of agreement to such amendment or change. FCFCU may terminate this agreement at any time.

**8. Disclosures.** You hereby acknowledge receipt of the disclosure statement informing you of your rights under the Electronic Funds Transfer Act and a copy of this Agreement.

**9. Copy Received.** You acknowledge that you have received a copy of this agreement when you signed the application.

## **FIRST CLASS®**

FEDERAL CREDIT UNION  
*"Where Service and Value Meet"®*