

Electronic Banking Agreement

This agreement describes the electronic banking services LINCONE Federal Credit Union (LINCONE FCU) offers and provides the terms for using them. You (the member) may use these services with your share checking or share account as described below. These services provide various ways to have funds transferred to and from your account electronically. None of these services will apply to your accounts unless you authorize them. LINCONE FCU reserves the right to limit the availability of electronic banking services.

Terms and conditions in this agreement relate specifically to any electronic fund transfer you authorize. Your account is also governed by the terms and conditions LINCONE FCU provided when you opened an account. If any amendments to those terms and conditions are inconsistent with this agreement, this agreement will control.

Electronic Banking Services

If LINCONE FCU issues you a VISA check card and a personal identification number, you can obtain cash at any time at ATMs or other electronic terminals which LINCONE FCU designates. You can make withdrawals from your share or share checking account and transfer funds between them.

Transaction Limitations

You may make purchases up to the available balance in your share checking account plus your available overdraft protection. You may make ATM withdrawals up to the available balance in your savings and/or share checking account. However, ATM transactions shall be limited to 5 transactions totaling \$500 per day.

Two or More Accounts

On your card application, specify no more than one share checking account and no more than one share account to be accessed by the VISA check card. Each time you use your card, you must indicate which account you want to access. LINCONE FCU will charge the account you indicate for any money you obtain with your card.

If the account you use is a share checking account with a line of credit, and the withdrawal amount exceeds the available balance in the account, LINCONE FCU will credit the account with a loan, just as though you had written a check on that account. If the amount you obtain with the card exceeds the balance (or your credit line), LINCONE FCU will charge the amount to the other account with a credit line. LINCONE FCU may credit that account with a loan.

If the amount you obtain with the card, when combined with other charges that LINCONE FCU makes to your accounts, exceeds the balance of your accounts and your credit line, LINCONE FCU will notify you of the overdraft and you must immediately pay the overdraft amount.

Joint Accounts

If an account you designate on your card application is a joint account, everyone who can use the account is responsible for the card. Any notice given to LINCONE FCU by one person who can use the account will be effective for all other persons on the account. This is true even if the other agreements you have with LINCONE FCU state that withdrawals, deposits or requests for loans can be made only by written request.

Automated Teller Machine (ATM) or Point of Sale (POS) Malfunctions

It is possible that a terminal may malfunction. LINCONE FCU is not responsible for damages that result from, or are a consequence of, a terminal not dispensing cash, or dispensing cash in the wrong amount. You should notify LINCONE FCU as soon as possible if a terminal fails to dispense the correct amount of cash. The longer you wait to report the error, the more difficult it will be to verify your claim. Notify LINCONE FCU in the manner explained in the section titled "Errors or Questions about my Electronic Transfers."

Authorizing Others To Use Your Card

By accepting the card, you agree not to authorize or permit any other person to use it. If anyone uses it with your permission, you will be responsible for any charges to your account. Your rights in case the card is used by another person without your authority are described in the section titled "Your Liability for Unauthorized Withdrawals."

When Your Transaction Is Posted

The time required to charge or credit your account after using the card depends on the terminal's location and the type of transaction. Generally, withdrawals and transfers will be posted to the account you indicate on the day you use your card or the next business day. The services being provided to you under this Agreement are made possible by LINCONE FCU's status as a licensee of VISA U.S.A. You recognize LINCONE FCU's

responsibility to comply with the current VISA U.S.A rules and regulations and changes to them in order to continue to provide these services. VISA cards may not be used for any illegal transaction. Illegal use of the credit card by you will be a default and breach of this agreement and further services may be terminated by the Credit Union. If illegal use occurs, you hereby waive the right to sue the Credit Union for the illegal activity and will indemnify and hold harmless the Credit Union from any suits, causes of action, damages, or liability resulting there from.

Termination of Card Privileges

Your card is LINCONE FCU property. LINCONE FCU may terminate your card privileges at any time by sending a written notice at the address LINCONE FCU has for you. You may terminate your card privileges at any time by giving LINCONE FCU written or oral notice in the manner explained in the section titled "Errors or Questions about Electronic Transfers." Any person with an interest in your joint account may terminate the card privileges for the account by giving LINCONE FCU notice in the same manner.

If your card privileges are terminated, you must immediately surrender the card to LINCONE FCU. This is true no matter who terminates the card privileges. Termination of card privileges will not affect LINCONE FCU's respective rights and obligations for transactions made with your card before the privileges were terminated.

Electronic Loan & Bill Payments

If you authorize a company to make periodic charges to your account for loan or bill payments, LINCONE FCU charges your account for the amount of the electronic charges received from the company. This service is available only if you have a share checking account. Electronic loan and bill payments cannot be honored if they are charged against a share account.

Your authorization

No one can charge your account unless you authorize it in writing. If you authorize a company to make charges to your account, the company must provide you a copy of the written authorization.

Limitations

Each charge must be for an amount you owe a company for money borrowed or goods or services purchased. There are no other limitations on the amount or frequency of charges. If you authorize a company to charge your account and one charge is greater than the previous charge, the company will send you a notice of the difference at least 10 days before the charge is made. The company will also send you a notice if a particular period is shorter or longer than usual.

Stop Payment

If you ask LINCONE FCU to stop payment of any electronic loan or bill payment at least three days before the transaction is scheduled, LINCONE FCU must honor your stop payment. If you cannot get the stop payment to LINCONE FCU that soon, LINCONE FCU will do their best to honor your request. To request a stop payment, you should contact LINCONE FCU. If you call, LINCONE FCU may ask you to confirm your stop payment request in writing. If LINCONE FCU asks you to confirm your stop payment request in writing, and you fail to do so, your oral stop payment request will expire 14 days after you make it.

Your stop payment request will not be effective for more than one specific transfer. If you have authorized a series of charges to your account by a particular company and wish to cancel the authorization, you must notify LINCONE FCU in writing that the authorization is cancelled.

You cannot place a stop payment on any transaction made with your check card. If you use your check card and a dispute arises with the merchant, you agree to make a good faith effort to resolve the dispute with the merchant. If you cannot resolve the dispute satisfactorily, we will, at our discretion, assist you in your efforts to resolve the dispute. However, you are ultimately responsible for reaching a resolution.

Reversal

You have the right to reverse any loan or bill payment which was sent through the Automated Clearinghouse System (as most automatic payments are). LINCONE FCU must receive written notice that you want to reverse a payment, LINCONE FCU will re-credit your account for the amount of the payment. LINCONE FCU must receive the notice within 15 days after you get the monthly account statement that reflects that payment. This right of reversal is in addition to your right to stop payment.

Telephone Transfers

If you have more than one account, you may transfer funds by telephone request from

one account to another. In order to do this LINCONe FCU will need... 1. Your name 2. the amount you wish to transfer 3. the member number from which you wish to transfer funds 4. the member number to which the funds are to be deposited. LINCONe FCU may ask you for additional information to verify identity.

Authorization

You don't need to sign any authorization to use LINCONe FCU telephone transfer. Your telephone call is the only authorization needed.

Limitations

There are presently no limits on the amount that you can transfer at any one time or on any given day. The limitations on the number of transfers you can make are described in the section titled "Transaction Limitations."

When Transaction are Posted

Telephone transfers received during business hours on a business day are posted on that day, if possible. Telephone transfers which cannot be posted the same day are posted on the next business day.

Pre authorization Payroll & Similar Credits

Some companies and government agencies will, if specifically authorized, deposit funds electronically instead of issuing checks. Examples of payments for which this is commonly done include payroll, annuity payments and government payments such as Social Security Checks.

Your Authorization

You must authorize a company or government agency to pay you this way. You have no right to a copy of your authorization, but most organizations will provide one on request.

Limitations

There are no limitations on the amount credited to your account.

Deposit Inquiry

You have the right to find out whether an electronic payment that you authorized has been received on schedule and credited to your account. You may do so by contacting the credit union in person, by telephone, or through electronic access, such as the internet.

When Transactions are Posted

LINCONe FCU is required by law to post any pre-authorized credit to your account the day that LINCONe FCU receives it. If you authorize a credit to a share account, LINCONe FCU must pay interest on that credit from the day it is received. In some cases, the amounts that LINCONe FCU receives may not be available for withdrawal until the business day after they are actually received.

Your Liability for Unauthorized Withdrawals

An unauthorized withdrawal is a withdrawal by a person who does not have your actual, implied or apparent permission and is a withdrawal that does not benefit you. You will not be liable for unauthorized withdrawals except as explained in this disclosure.

Joint Accounts

A withdrawal by a joint account holder or other person with an interest in your account is not an unauthorized withdrawal.

Lost or Stolen Cards

If you think your card has been lost or stolen, you should notify LINCONe FCU at once. For VISA check card purchase transactions, if you notify us of your lost or stolen card, you will not be liable for any losses. For all other card transactions (ATM), if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two business days after you learn of the unauthorized use of your card or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.00.

These are the specific rules for notice: 1. If you notify LINCONe FCU immediately after you find the card has been lost or stolen, you will lose no more than \$0 if someone uses your card without your permission. 2. If you do not notify LINCONe FCU within two business days, and LINCONe FCU can prove they could have stopped someone from using the card with notification LINCONe FCU, you could lose as much as \$500. 3. If your statement shows transfers that you did not make, you should notify LINCONe FCU immediately. If you don't notify LINCONe FCU within 60 days after we have mailed your statement, and if LINCONe FCU can prove that they could have prevented any loss if you had, you may not get back any money you lose after those 60 days. If a good reason (such as a long trip or a hospital stay) kept you from notifying LINCONe FCU of the loss or theft of the card, LINCONe FCU may extend the time period.

Receipts and Periodic Statements

You will get a receipt each time you use a terminal to make a deposit, withdrawal or transfer. You can use the receipt to reconcile your periodic account statement.

If you have arranged to have direct deposits made to your account, you can call LINCONe FCU or check via the internet to find out whether or not a specific deposit has been made.

You will get a monthly account statement. The statement includes all transactions for shares, share drafts and loans under your account number.

Errors or Questions about Electronic Transfers

You should contact LINCONe FCU at (402) 441-3555 at once if you think the statement or receipt is wrong. You should also notify LINCONe FCU if you need more information about a transfer listed on the statement or receipt. LINCONe FCU must hear from you no later than 60 days after they mailed you the first statement on which the error appeared. LINCONe FCU needs to know: 1. Your name, member number, and the dollar amount of the suspected error, and; 2. a description of the error or the transfer. You should explain why you believe there is an error or what additional information you need about the transfer.

If you notify LINCONe FCU orally, LINCONe FCU may ask that you send your complaint or question in writing within 10 business days. LINCONe FCU will correct any error promptly. If LINCONe FCU needs more time, however, they may take up to 45 days to investigate your complaint or question. If LINCONe FCU credits your account within 10 business days for the amount you think is in error, you will have provisional use of the money while LINCONe FCU completes the investigation.

If LINCONe FCU asks you to send them your complaint or question in writing and they do not receive it within 10 business days, LINCONe FCU need not credit your account.

If LINCONe FCU decides that there was no error, they will send you a written explanation within three business days after the investigation is finished. You may ask for copies of the documents that were used in the investigation.

If you ask LINCONe FCU to stop payment of a pre-authorized transfer at least three business days before the transfer is scheduled, LINCONe FCU will be liable for your losses or damages if they fail to stop the transfer. If LINCONe FCU does not complete a transfer to or from your account on time or in the correct amount, LINCONe FCU will be liable for your losses or damages. However, there are some exceptions. LINCONe FCU will not be liable if: 1. through no fault of LINCONe FCU, you do not have enough money in the account to transfer 2. the transfer would go over the limit on your overdraft credit line 3. the terminal where you made the transfer did not have enough cash 4. it was clear that the terminal was not working properly when you began the transaction 5. circumstances beyond LINCONe FCU's control (such as fire, flood, or power failure) prevented the transfer, despite LINCONe FCU's reasonable precautions 6. there are other exceptions stated in this disclosure or in the agreement.

Disclosure of Information

LINCONe FCU will not disclose any information to third parties about the account or the transfer made except: 1. when necessary to complete a transfer 2. to verify the existence and condition of your account for a third party such as a merchant or credit bureau 3. to comply with a subpoena, search warrant or other government agency or court order 4. in connection with examinations by state and federal banking authorities 5. if you give LINCONe FCU written permission. LINCONe FCU charges for Electronic Funds Transfer services are listed on the separate Fee and Information Schedule provided to you. LINCONe FCU is open...Monday thru Friday 9:00 a.m. to 5:00 p.m. holidays not included.

LINCONe FEDERAL CREDIT UNION

4638 W STREET, P.O. BOX 30659, LINCOLN, NE 68503
2500 N STREET, LINCOLN, NE 68510
6700 S 70TH STREET, LINCOLN, NE 68516
(402) 441-3555 / (888) 790-7261
www.linconefcu.org