



## **My Nymeo Online Banking Agreement and Disclosure**

**Please read this Agreement and Disclosure in full and, click on "I agree" to self-enroll in My Nymeo Online Banking.**

This My Nymeo Online Banking Agreement and Disclosure (hereinafter this "Agreement") contains terms and conditions governing Nymeo Federal Credit Union's (hereinafter "Nymeo") My Nymeo Online Banking ("My Nymeo") services. You understand that by using any of the services available through My Nymeo you agree to the terms and conditions applicable to the services as set forth in this Agreement. Please keep a copy of this Agreement for your records. If you are unable to print a copy or need assistance, please contact Nymeo.

By enrolling in My Nymeo you are not automatically enrolled to receive electronic statements ("eStatements"). If you desire to receive eStatements you will need to enroll for these by clicking on the Statements selection button on My Nymeo, Account Details screen.

### **Definitions**

In this Agreement, the following words have the meanings given below:

"You" and "Your" mean each person who enrolls for My Nymeo, all account owners if the accounts are joint accounts, jointly and severally, together with any person who is authorized by a member to use or access this service.

"Password" means the code you select from time to time to login to the My Nymeo Online Banking service.

"We", "us", or "our", refer to Nymeo.

"Service(s)" means the account transfer, inquiry, account requests and any other loan services, which are available to you through My Nymeo.

"Account" and "Accounts" mean those Share Checking and Share Savings Accounts from which you may make withdrawals and transfers through the Service.

"Transaction" means Electronic Funds Transfer (EFT) to or from your account conducted through the Service.

"Business Days" means Monday through Friday, excluding Holidays.

### **Categories of Electronic Communications**

By accepting to the terms of this Agreement, you understand and agree Nymeo, its affiliates, assignees and successor servicers may provide to you in electronic format only certain disclosures, notices and statements regarding your accounts, the servicing of your accounts, My Nymeo, your relationship with us, and/or other programs, products or services that are or may in the future be made available to you (hereinafter

“Communications”). Such Communications may include, but are not limited to this Agreement and the following:

- Periodic, annual, monthly or other statements, disclosures or notices relating to account information, account activity, account inactivity, payments made or due, or other transactions including, but not limited to, any statement, notice or communication that may be required by the Electronic Funds Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable laws and regulations;
- Any notice or disclosure regarding past due amounts or the imposition of a late fee.
- Any notice or disclosure regarding the imposition of any fee for a check or electronic debit returned for any reason, such as insufficient funds or as a result of a stop payment order.
- Any notice or disclosure regarding the imposition of any fee or charge for a service provided or product furnished by Nymeo that you have requested or that we may impose under the terms of the documents governing your product or service, or by applicable law;
- Any change-in-terms, conditions or rules applicable to products or services you obtain from us.
- Privacy statement or notices (by posting such notices on the website).
- Certain statements that we are legally required to provide to you, such as the annual IRS dividend/interest statements.

Communications do not include any initial notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement or security instrument creating a security interest in your real property or other collateral. Such notices shall be mailed to the address which you have provided to us and maintained in our records or otherwise delivered as required by law or the governing agreement. We reserve the right to send follow up default-related communications to you in an electronic format. In addition, we may be required to provide certain state law disclosures to you in a paper format, in such cases, the disclosures will be provided in the manner prescribed by applicable law.

### **My Nymeo Online Services**

Please refer to our Supported Browser Document for the software requirements to use My Nymeo Online Banking.

To use My Nymeo Online Banking you must select a My Nymeo user ID (“User ID”) and password (“Password”). Your User ID must be unique. With the My Nymeo service, you can access your account from any computer or smartphone with Internet access. In addition, within My Nymeo, you may sign up for Bill Payment Service.

The Bill Payment Service Terms and Conditions are available when you sign up for this Service and they govern the use of this Service. This Agreement may supplement and amend those Terms and Conditions, we encourage our Members to review those Terms and Conditions and this Agreement, so they fully understand how funds are withdrawn from an account when using that Service. In Nymeo’s Bill Payment Service, there are three (3) ways that payments can be processed: electronic transmission, payment by check, or a hybrid process, For payments made by electronic transmission, the payment amount will be debited from, or charged to the account that you designate, on the date that you have requested the recipient to receive the payment, this is defined as the Scheduled Delivery Date. If the recipient of your payment receives payments by check and not in an electronic manner, the account you designate will be debited when the check is actually cleared, that is, on the date that the check is presented to Nymeo for payment, which may occur before, on, or after the Scheduled Delivery Date. Since Nymeo cannot predict the exact date that a check will be presented to us for payment, please make sure you have sufficient funds in your account either the day you request that the payment be made or several days before your Scheduled Delivery Date and keep such funds available until the payment is deducted from your account. If you do not have sufficient funds in your account, you could be charged overdraft fees or incur charges for our Courtesy Pay Program that pays checks when your available balance is not sufficient to cover the amount of a check. Please refer to our Courtesy Pay Disclosure for specific terms related to this Program. In the hybrid process, your account will be debited by electronic transmission on the Scheduled Delivery Date; however, a check drawn upon the Bill Payment Service Provider is sent to your recipient. This means that you may receive credit with the recipient before, on, or after the Scheduled Delivery Date; however, you

agree to maintain sufficient funds in your account until you are debited by electronic transmission on the Scheduled Delivery Date. Please see the Bill Payment Service Terms and Conditions document for more information about a guarantee that funds will be received by the Scheduled Delivery Date if certain conditions are met.

My Nymeo is a service for our members. However, the privileges given under this service may be canceled or modified at any time. My Nymeo is generally available 24 hours a day, seven days a week. However, service may be unavailable from time to time for routine software and hardware maintenance, unscheduled down time, or due to issues beyond our control such as power outages, communication line issues, etc. You are allowed only six (6) transfers by automatic overdraft, telephone transfers, personal computer transfers or preauthorized debits per month from your Regular Shares under the same account. You are allowed only three (3) transfers by automatic overdraft, telephone transfers, personal computer transfers or preauthorized debits per month from Money Market shares under the same account. You may transfer any available balance, unless limited under another agreement.

The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, lower an account below a required balance, or exceed the allowable number of transfers.

### **Using My Nymeo**

You can access your Credit Union accounts and process transactions 24 hours a day, seven days a week. Through My Nymeo you can:

- Make inquiries of your Credit Union deposit accounts, loan accounts and mortgage accounts.
- Check account balances.
- Transfer funds between your checking, regular shares, money market shares, minor shares, or loan accounts.
- Set-up and receive online periodic statements by clicking on the Statements selection button.
- Make check inquiries and view copies of your checks.
- Set-up account transaction alerts- either through email or text messages
- Send secure message directly to Nymeo staff using the Message Center
- Utilize our personal finance manager to review and set a budget or set goals through Trends
- Place stop payment orders.
- Customize - Change you're My Nymeo PIN and your e-mail address registered with us.
- Request additional services, such as: change of address, set up automatic transfers between My Nymeo accounts and automatic transfer to pay My Nymeo loans.
- Open additional share accounts, under your existing account structure in which you have provided us with a signed membership agreement.

### **E-mail Address Required – Notification of Statement Availability - Redelivery**

You agree to provide us with a current and valid e-mail address, and you shall monitor such e-mail address from time to time for communications from the Credit Union. Your e-mail address is required to participate in our My Nymeo service. We will send you e-mail notifications at your last e-mail address of record; you agree to accept sole responsibility for notifying us if your e-mail address changes. The email address can be changed within My Nymeo.

### **Security of Password**

Your My Nymeo User ID and Password are confidential and should not be disclosed to third parties or recorded. You are responsible for the safekeeping of your Password. You agree not to disclose or otherwise make your Password available to anyone not authorized to sign on your accounts. If you authorize anyone to use your Password, you are solely responsible for all losses related to the use of your Password. The authorized individual(s) shall continue to have access until you specifically revoke such authority by notifying us. If you fail to maintain the security of the Password and we suffer a loss, we may terminate your My Nymeo and account services immediately.

You acknowledge that if there is more than one owner of your account, all owners on your account will set-up their own User ID and Password.

You also acknowledge that the Password will be separate from other passwords which give you access to your account using other devices; this gives you added protection in the event that one or more of your other Passwords are compromised.

No employee of Nymeo will have access to, or knowledge of your Password, and you should not disclose your Password to us.

You agree to periodically change your Password to prevent unauthorized access to your account.

You will hold in strict confidence your Password and you will not select a Password that may be easily discovered (such as your birth date).

You agree that you will not write down your Password. This action invites misuse of accounts if such items are lost or stolen. You should protect your Password, as you would cash, credit cards or checks – it is the “key” with which someone can access your accounts.

### **Multi-Factor Authentication**

Due to guidelines set forth by the Federal Financial Institutions Examination Council (FFIEC), all credit unions are required to implement a security feature that is called Multi-Factor Authentication. By acknowledging your agreement with the terms and conditions of the Application for Multi-Factor Authentication, you agree to be governed by the Bylaws, Rules, Regulations, and practices of the Credit Union and any existing or future security measures which may be offered by the Credit Union. Enrollment in this security feature is important for continued account security. This feature that can protect your account and personal data against a number of online fraudulent attacks.

Multi-Factor authentication is a strong authentication mechanism relying on more than one type of authentication. A PIN or password alone is representative of single factor authentication. Adding additional authentication mechanisms results in Multi-Factor authentication.

This Agreement governs this Multi-Factor authentication security feature adopted by the Credit Union and any subsequent or modified security features we may adopt in the future. By accepting this new Multi-Factor Authentication feature for Home Banking log-on, you assure the Credit Union you are a Member of the Credit Union and it assures you that the site you have logged onto from your Home, Work or Business PC is the official Credit Union site. We are required by law to offer you the option to opt out of enrollment in this new Multi-Factor authentication security feature. The Credit Union does not however recommend this action!

By choosing to OPT-OUT of the Application for Multi-Factor Authentication, you acknowledge that you are still bound by the By-Laws, Rules, Regulations and practices of the Credit Union, but that you are not protected by any existing or future security measures regarding electronic access to your account. Enrollment in this process is necessary and important for continued account security. This security feature has the ability to protect your account and personal data against a number of online or electronic fraudulent attacks.

### **Provisions for Reporting a Lost Password, Unauthorized Access to Your Account, Liability and Error Resolution**

#### **1. Lost or Stolen Password:**

If you believe that your Password has been lost, stolen, or used by an unauthorized person or that someone has transferred or may transfer funds from your account without your permission, you must tell us at once.

The fastest way to notify us is to call 240-436-4000 or toll free 1-855-436-4100. Business Days are Monday-Friday, excluding holidays. Or if you choose to write to us, you may not be subject to the limits of liability as mentioned below, but you may do so at:

**Nymeo**  
**Attention Electronic Channels**  
**5210 Chairmans Court**  
**Frederick, MD 21703**

## 2. Liability for Unauthorized Transactions:

You are responsible for all Transactions made on your accounts by anyone with your Password, including unauthorized Transactions, subject to the limitations set by applicable law. Legal limitations on your liability for unauthorized Transactions are summarized below. You agree to hold us harmless for any and all Transactions you authorize (either in writing or by your words or conduct) on your account. We have no obligation to monitor the use of your Password or notify you if unusual activity occurs.

If you believe someone else has accessed your account or your Password is lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password without your permission.

If 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 that we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00. Also, in ALL cases, if your statement shows Transactions that you did not make you should tell us at once. If you do not tell us within 60 days after the statement was mailed to you, 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.

Before you are eligible to benefit from the loss limits due to unauthorized access or use of your account as mentioned, you are required to complete an Affidavit of Loss and fully cooperate with law enforcement and our legal counsel in identifying and prosecuting the individual(s) who accessed your information. Failure to so cooperate, will allow Nymeo to hold you responsible for all losses incurred.

## 3. In Case of Errors or Questions About Your Statement and Transactions:

If you think your statement is wrong, or if you need more information about a transaction on your statement, write to us on a separate sheet of paper at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 business days after we sent you the first statement on which the error or problem appeared. You can telephone us but doing so will not preserve your rights. You must give us the following written information:

- Your name and account number,
- Describe the error or the Transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information, and
- Tell us the dollar amount of the suspected error.

If you have authorized us to make a loan payment automatically from your share/draft account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us 3 business days before the automatic is scheduled to occur.

We must acknowledge your letter within 30 business days, unless we have corrected the error by then. Within 90 business days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot attempt to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your obligation that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount, we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days, telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. We must also tell you the name of anyone we have reported you to and we must tell anyone we reported you to that the matter has been settled between us at such time as it is finally settled.

If we do not follow these rules, we are not permitted to collect the first \$50.00 dollars of the questioned amount, even if your statement was correct.

#### **4. In Case of Errors or Questions About Your Electronic Transfers (i.e. ATM, Direct Deposits, etc.):**

Call or write the Credit Union as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer on your statement or receipt. We must hear from you no later than 60 business days after we sent you the first statement on which the error or problem appeared. You must give us the following information:

- Your name and account number,
- Describe the error, transfer or the payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and
- Tell us the dollar amount of the suspected error.

We will investigate your complaint within 10 business days after we hear from you and attempt to 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 opened 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 our investigation. If the error concerns an electronic fund transfer that is a (1) foreign-initiated transactions; (2) a point-of-sale debit card transaction; or (3) a transaction occurring within the first 30 days after the deposit to a new account, a 90-day investigation period will apply in lieu of 45 days.

#### **Termination, Denial of Credit Union Services and Amendment**

We may terminate or cancel your right to use My Nymeo or cancel this Agreement with you at any time. We may give notice of termination or cancellation, but we are not obligated to do so. If you close your account, your accounts become overdrawn or if you lose your "member in good standing" status, the Credit Union will have the option to cancel this Agreement immediately.

In the event that you cause, or make known your intention to cause a financial loss to us, whether by way of loan default, bankruptcy discharge, account overdraft or otherwise, or should you default under the terms of any existing loan maintained with us, or take any action that would render all or part of your obligations owing to us unenforceable, it is our policy to withhold Credit Union services from you. Credit Union services include, without limitation, checking accounts, share draft accounts, Holiday club accounts, ATM availability, My Nymeo or other online and telephonic access, eStatements, Bill Payer or other online bill paying services, Courtesy Pay or other payment for overdrawn checking accounts, and further extensions of credit.

In the event that you cause, or make known your intention to cause a financial loss to us, whether by way of loan default, bankruptcy discharge, account overdraft or otherwise, or should you default under the terms of any existing loan maintained with us, or take any action that would render all or part of your obligations owing to us unenforceable, it is our policy to withhold Credit Union services from you. Credit Union services include, without limitation, checking accounts, share draft accounts, Holiday club accounts, ATM availability, My Nymeo or other online and telephonic access, eStatements, Bill Payer or other online bill paying services, Courtesy Pay or other payment for overdrawn checking accounts, and further extensions of credit. If you enter into a valid and enforceable Reaffirmation Agreement with the Credit Union that is not rescinded, and which reaffirms all of your obligations existing prior to the filing of any Petition in Bankruptcy, the foregoing policy with respect to the denial of Credit Union services and further extensions of credit may be waived at the discretion of the Credit Union's management. If the Credit Union perceives your failure or inability to reaffirm all pre-Bankruptcy Petition obligations to the Credit Union is beyond your control, and you nevertheless continue voluntarily repaying pre-Bankruptcy Petition obligations, the Credit Union at its option and discretion, may accept and consider future credit applications and may continue to extend Credit Union services to you.

Failure to use My Nymeo for a consecutive period of 180 days will result in automatic termination of your access to My Nymeo and you must re-enroll to use My Nymeo. Your Password may not be used after we terminate it. You may terminate or cancel your access to My Nymeo by giving us written notice specifying that you wish to terminate. Termination of My Nymeo by one account owner terminates access for all account owners. Your written notice of termination will become effective no later than two Business Days after we receive your notice. Any termination will not affect any liability incurred by you prior to termination.

We may change the terms of this Agreement at any time by electronically transmitting or mailing a copy of the changes to your most recent account address on file. Unless we are required to give you advance notice by law, changes are effective on the date changes are mailed or transmitted, unless a later time is stated in the notice. Use of your Password after the effective date of the change will acknowledge your acceptance of that change.

Any account rules, regulations, signature cards, disclosures, and account agreements made by you and the Credit Union are incorporated in and made a part of this Agreement by reference. If there is a conflict, between any of those documents and this Agreement, you agree that the terms hereof shall control and be binding upon you.

#### **Other Account Related Information**

We often include with your paper account statement other periodic notices that relate to account notices or regulatory information, otherwise known as statement inserts. When you accept this Agreement, you also agree to receive these notices by electronic delivery.

#### **Participating Party Rights**

You agree to waive and release any claims against Nymeo arising out of or in any way related to the use of the My Nymeo services, except for those claims resulting solely from the grossly negligent acts or grossly negligent omissions of the Credit Union. between any of those documents and this Agreement, you agree that the terms hereof shall control and be binding upon you.

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## **Collection Expenses/Enforcement**

You agree to be liable to Nymeo for any liability, loss, or expense due to a breach or violation of this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your accounts without prior notice to you. In the event Nymeo brings a legal action to enforce this Agreement or collect any sum of money due from you, it shall be entitled, to payment by you of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the state where you reside, Charter and the Bylaws of the Credit Union and the rules and regulations of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

## **Acceptance of Agreement and Disclosure**

When you select "I ACCEPT" you acknowledge that you understand the terms of this Agreement and you acknowledge receipt of the EFT Disclosure. The EFT Disclosure and this Agreement will be available for your review at any time on our website.

You agree to be bound by all of the terms and conditions contained in this Agreement and you further consent that you are authorized to carry out these actions on your own behalf and on behalf of all joint owners, if any, of the accounts subject to this Agreement.

You further agree that all electronic messages and statements sent to you pursuant to this Agreement shall be binding upon you and all other joint members, if any, of the account subject to this Agreement and those messages and statements have the same legal affect as if done so in writing. You also agree to not contest the validity of any electronic copies as an original.