

## **Terms of Use**

The Desert Sage Federal Credit Union Web Site is offered to you based on your acceptance of our terms, conditions and notices, contained herein. Your use of this Web Site is your agreement to all such terms, conditions and notices. In order to use our home banking, you must be a member of Desert Sage Federal Credit Union, and in good standing. These pages explain terms and conditions for using our home banking service and provides disclosures and information concerning this service. Each account you have is also governed by the disclosure(s) and Truth in Savings you received when you opened your accounts.

## **Termination/Access Restriction**

DSFCU reserves the right, in its sole discretion, to terminate your access to the DSFCU Site/Services and the related services or any portion thereof at any time, without notice. This service is provided for members in good standing with DSFCU and may be terminated or suspended at any time. Upon termination of the DSFCU Site/Service, your right to use the DSFCU Site/Service immediately ceases. DSFCU shall have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party.

## **Language**

It is the express will of the parties that this agreement and all related documents have been drawn up in English.

## **Modification of these terms of use**

DSFCU reserves the right to change the terms, conditions and notices under which DSFCU's website/services are offered. You are responsible for reviewing these terms, conditions, any additional terms and notices. Your continued use of our website/services constitutes your agreement to all our terms, conditions and notices.

## **Personal and non-commercial use limitation**

DSFCU's website is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, transfer, display, perform, reproduce, publish, license, create derivative works from, sell any information, software, products or services obtained from DSFCU's website.

## **Accessing Your Accounts:**

To access your Desert Sage FCU accounts through our Internet Home Banking service, you must have your account number and a password. This information is requested when you enter the home banking pages. You should keep your account numbers and passwords strictly confidential, just as you would other passwords or security codes. For your protection we recommend changing your passwords regularly, and you will be prompted every 180 days to do so. You should memorize your passwords and do not write it down. You are responsible for keeping your passwords, account numbers and other account information confidential. If you believe that your passwords may have been lost or stolen, or that someone has, or may transfer money between your accounts without your permission, notify the credit union at once at 208-461-9141. You cannot use E-mail to initiate transactions, change information or inquire on your account(s). We will not respond to these types of requests via E-mail since we cannot be positive that we are corresponding with you. Please use the appropriate functions within our Home banking service, call 208-461-9141 or visit the credit union for these functions. You may come by the credit union to sign the necessary paperwork and receive your initial password anytime during business hours.

The following transactions may be performed by members using home banking: Review balances and transaction history on accounts.

You may also:

- Transfer to and from your share or share draft accounts.
- Transfer funds to your loan account(s).
- Transfer funds to your club account(s).
- Transfer funds to an account which you are authorized to do so.

Withdraw funds (office check printing) from your share or share draft account to be picked up by you or mailed to you.

You may not:                    Transfer funds from any club account.  
   Transfer funds from any loan account.  
   Transfer funds to or from any share certificate account.

   Withdraw funds to or from any share certificate account.  
   Withdraw funds in any way from an account you  
   are not authorized to do business in.

Share Drafts will not be available for viewing until next business day.

**PLEASE NOTE:** TRANSFERS initiated with home banking DO NOT immediately credit or charge your account(s). Transactions will be limited to your available balance, which may not reflect your actual account balance. In addition, transactions you initiate that become non-sufficient upon credit union posting will not be completed; your receipt for said transactions become null and void. Transfers will be effective the credit unions' next business day after the date of such transaction. Transactions that occur in the office during a business day will not reflect on home banking until that evening, or the next business day. **Our home banking is not a real-time system.** You will experience a delay between the time transactions are posted to your account and the time you may view these transactions with home banking. An example would be; you make a transfer to a loan and print your receipt, the receipt will reflect the amounts paid to the balance and the interest for the date *you* posted the transaction, however the actual amounts posted by the credit union may differ, due to next day posting. The actual posting amounts will always differ on a Monday posting, since the home banking posting occurred over the weekend. Be advised, if your loan accounts are set up for payroll deduction or automatic transfer, the home banking transfers you make to your loan(s) will be considered an extra payment. Every effort will be made to update the Web Site twice daily during credit union work days, usually between 9:00 and 9:30 a.m. MST, and between 4:30 and 5:00 MST, respectively. This is also notification that if the credit union closes early, the latter update would be done earlier. No scheduled updates will be made during the weekends and holidays.

### **Operating Systems**

Our home banking site is designed to operate using the World Wide Web technologies and protocols, which are adaptable to a wide range of systems. The home banking section use SSL encryption and requires a browser with the ability to use SSL encrypted connections. Some older browsers may not be able to connect to the site without first updating the browser. Our server uses 128-bit domestic encryption, and 40-bit international encryption, depending on the users' browser. An idle connection will time out, and automatically log you out. After the time out period, you will need to log in again. Use caution and remember to log out after accessing your account.

***Time Out is: 5 minutes***

### **Passwords:**

You must have a password to access your account. Users agree to not make their password available to any other person. The credit union uses double authentication, which means not only is there a password, there is another identifier before entering homebanking. If you believe that your password has been lost or stolen, or that someone has transferred or may transfer funds from your account without your permission, you must notify the Credit Union at 208-461-9141 between 9:00 a.m. and 5:00 p.m. Monday through Friday, or write us at 1104 W Finch Dr., Nampa, ID 83651. You may change you password at any time when you are using home banking. We recommend you change your password periodically and do so immediately if you believe someone has gained access to this information. Please be advised, the Credit Union does not have access to your passwords and can not tell you in case you forget. If you forget your password please notify the credit union during business hours. You will lockout of your account if you have three (3) failed login attempts. If you lockout of your account notify the credit union during business hours. Passwords expire every 6 months.

### **Charges**

Desert Sage FCU will not be charging any fees for our Home Banking Service at this time. We do, however, reserve the right to do so in the future and will provide 30 days advance written notice to all users should we decide to do so. All other fees and charges still apply.

## Statements

All transactions generated by you through Home Banking will appear on your monthly or quarterly statement. We do not, at this time, offer e-statements.

## Our Liability

If we do not complete a transfer to or from your account, or in the correct amount according to our agreement with you, we will be liable to correct the situation for the amount of error only. This does not apply to loan transfers, which post the next business day (see above, Accessing your Accounts). You will be responsible for printing home banking receipts, and if ever a discrepancy, we will ask to see receipts. We will not be liable:

If you do not have enough money in your account to make the transfer:

If the home banking equipment or software was not working properly and you knew about the breakdown when you started the transfer:

If circumstances beyond our control (fire, flood, system failure, etc.) prevent the transfer regardless of reasonable precautions that we have taken.

We shall not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or home banking service, nor shall we be responsible for any direct, indirect, special or consequential damages arising from the installation, use or maintenance of your equipment, software and/or home banking. We will not be responsible for your negligence or misuse of our website, nor any website.

We do not make any warranties concerning the equipment, the software or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchant liability.

## Questions and Errors

In case of questions or errors about your electronic transfer, call the Credit Union at 208-461-9141 or write us at 1104 W Finch Dr., Nampa, ID 83651 immediately. We must hear from you within sixty (60) days after you learn of the error. You will need to tell us:

*Your name and account number*

*Why you believe there is an error*

*The dollar amount (specific)*

*When the error took place*

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) business days. We will reply after receipt of your written complaint and tell you the results of our investigation within ten (10) business days and correct any error promptly. If we need more time, we may take up to forty five (45) days to investigate the complaint, but you will have the use of the funds after the ten (10) business days. If you do not put your question or complaint in writing and we do not receive it within ten (10) business days, we will presume that you believe you made a mistake in telling us there was an error and we will not proceed with an investigation. The Credit Union will not be responsible for any members' own actions in setting up electronic transfers. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

## Direct Deposit

Please verify account numbers!

If you want your pay checks, pension, or social security checks directly deposited to your Desert Sage FCU account, please contact us to get correct routing and account numbers.

## Verifying Account Numbers

We can not stress the importance of verifying the number that you provide is correct for an automated deposit or withdrawal. You need our correct routing number plus your complete account number. If you do not provide a complete number or the numbers are incorrect, the item may wind up somewhere else. If by chance it is received by the Credit Union, we have to manually search and post the transaction. We charge a \$5.00 fee if this becomes necessary. Be safe and call us for correct numbers and transaction codes.

Remember, incorrect numbers could result in your monies being deposited elsewhere.

## Third Party Links

Member Initials \_\_\_\_\_

Member Initials \_\_\_\_\_

DSFCU's website contains links to other websites, operated by third parties. These links will direct you away from our website, as they are not under our control. DSFCU is not responsible for web casting or any other form of transmission received from any Linked Site, nor is DSFCU responsible if the Linked Site is not working properly. These links are provided only as a convenience to our members, and any links inclusion does not imply endorsement by DSFCU of the site or any association with its operators. DSFCU does not guarantee the accuracy or completeness of any information presented on any of these sites. DSFCU does not represent either the third party or any of our members if the two enter into a transaction. The third party's privacy and security may be different than the credit union's. You are responsible for viewing and abiding by their privacy statements and terms of use at any and all Linked Sites. Any dealings with these third parties, including advertisers, included within the DSFCU site/services or participation in promotions, including the delivery of and the payment for goods and services, any other terms, conditions, warranties or representations associated with such dealing or promotions, are solely between you and the advertiser or other third party. DSFCU is not responsible or liable for any part of such dealings or promotions.

**Facsimile Signatures**

Facsimiles will be accepted with prior credit union approval. You authorize the credit union to accept your facsimile signature on this agreement and do agree that your facsimile signature will have the same legal force and effect as your original signature. You assume any risk that may be associated with permitting us to accept your facsimile signature.

**Your Acknowledgement**

By using our home banking website, you acknowledge that you have read and understand the statements throughout, and you agree to the terms and conditions contained therein. In addition DSFCU reserves the right to change the terms and conditions without notice.

Account # \_\_\_\_\_ Member Initials \_\_\_\_\_

Additional accounts member has authorization to do business in.

Account # \_\_\_\_\_ Member Initials \_\_\_\_\_

Account # \_\_\_\_\_ Member Initials \_\_\_\_\_

Account # \_\_\_\_\_ Member Initials \_\_\_\_\_

\_\_\_\_\_  
Member Signature Date \_\_\_\_\_

\_\_\_\_\_  
Member Signature Date \_\_\_\_\_

Account Number \_\_\_\_\_ Initial Password \_\_\_\_\_

[www.desertsagefcu.com](http://www.desertsagefcu.com)

<b>For Credit Union Use Only</b>
Account Set up <input type="checkbox"/> By _____
Date _____
Pages initialed <input type="checkbox"/>
Other Disclosures <input type="checkbox"/>