



North Jersey FCU Online Banking Agreement

Introduction

NJFCU Online Banking (the “**Service**”) is North Jersey Federal Credit Union’s (NJFCU) digital banking service. NJFCU Online Banking allows you to access your accounts from your own PC, mobile device or other remote location. By enrolling in the Service, you agree to all the terms and conditions contained in this NJFCU Online Banking Agreement (the “**Agreement**”).

We may offer additional NJFCU Online Banking services and features in the future. Any such added services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the NJFCU Online Banking services we offer without prior notice to you, except as may be required by applicable law. Your continued use of the Service shall indicate your acknowledgement, agreement and acceptance of any such changes.

Definitions. As used in this Agreement, the following terms have the following meanings:

- “**Account(s)**” means your eligible NJFCU share savings, share draft checking, loan, and other NJFCU products that can be accessed through NJFCU Online Banking;
- “**You**”, “**Your(s)**”, and “**Member**” mean each person with authorized access to your Account(s) who applies and uses NJFCU Online Banking; and
- “**NJFCU**”, “**We**”, “**Our**”, “**Us**” and “**Credit Union**” means North Jersey Federal Credit Union.

Description of Service. Some of the services available within NJFCU Online Banking include:

View your Account(s);
Make a Transfer between your Account(s) or to another Member Account(s);
Pay bills using NJFCU ePay;
Access NJFCU eStatements;
Open a SubShare Account (Share, Share Certificate or Share Draft Checking);
Apply for a loan;
Stop a Check Payment;

Request a Check Withdrawal;
Frequently Asked Questions (FAQs);
Setup NJFCU eAlerts for your Accounts or Cards;
Access Secure Messaging;
Send Outgoing Wire Transfers;
Calculate your Loan Payoff Amount

Hardware and Software Requirements. In order to access, view, and perform transactions, you must have a device that meets the minimum system requirements.

In the event NJFCU must change the minimum hardware or software requirements needed to access your Account(s), you may receive a statement containing the revised hardware and software requirements for access to and retention of electronic records. In such event, you have the right to withdraw consent without the imposition of any fees for such withdrawal.

If you choose to access NJFCU Online Banking using your mobile device or other remote location, you will need a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure single socket layer (SSL) encryption (128 bit) traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

Security Safeguards. For the protection of our members' confidential data, we employ several forms of security including:

- **Multifactor Authentication (MFA)** – a one-time passcode is sent to members via an email, text, voice call, or as a generated code via the call center. Members can also receive MFA via device identify using the true “Push Authentication” and timed “one-time pass codes” with Google Authenticator.
- **ThreatMetrix Integration** – NJFCU Online Banking has ThreatMetrix integration that allows us to authenticate members across all device channels. ThreatMetrix recognizes a good, returning member by piecing together their digital identify information from the complex digital DNA created by users that transact online. High-risk behavior can be pinpointed in real-time, whether at new account applications, log-ins or payments. NJFCU Online Banking leverages this network effectively to reduce friction for member by quickly and easily authenticating them and preventing “bad actors” from accessing the system.

Notwithstanding the foregoing, you acknowledge and agree that NJFCU cannot guarantee the security of any such data. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE SECURITY OF ANY CONFIDENTIAL DATA STORED, TRANSMITTED OR ACCESSED IN CONNECTION WITH THE SERVICE.

Enrollment for NJFCU Online Banking. Each owner or authorized signer on an Account can enroll that account with NJFCU Online Banking.

Email Address. You agree to notify us immediately of any changes in your email address.

Electronic Fund Transfer Disclosure. This disclosure document describes the various types of electronic fund transfers which are available to members with NJFCU Online Banking and your rights and responsibilities concerning those transactions, including your rights under the Electronic Fund Transfers Act (“**EFT Act**”). Please refer to the Electronic Fund Transfers disclosure.

Other Agreements. The terms and conditions of this Agreement constitute the entire agreement to use NJFCU Online Banking as described herein and may be modified or amended by the NJFCU as described below. The terms and conditions of this Agreement are in addition to and part of the terms and conditions of the agreement governing the use of the website and are in addition to all other terms and conditions in agreements governing your Account with the NJFCU and constitute an amendment of those other agreements.

Amendments. The NJFCU reserves the right to amend, add to, or delete the terms and conditions of this Agreement and, unless otherwise required by law, the NJFCU may notify you of an amendment electronically. In addition, the NJFCU may mail or deliver a separate notice, statement message or electronic message. Your continued use of NJFCU Online Banking following any such notice of a change shall constitute your acknowledgement, acceptance and agreement to be bound by all such changes.

Electronic Consent Agreement. Please see our Online Service E-Sign Disclosure and Consent for details on receiving communications electronically for those products and services through our online banking services.

Errors. You agree to notify NJFCU of any suspected errors regarding your electronic transfers through this Service right away, and in no event later than sixty (60) days after the applicable NJFCU account statement is sent. Unless you notify NJFCU within these sixty (60) days, such statement containing the record of all transactions made through this Service shall be conclusively deemed correct, and you will be deemed to a waiver of any claims, and you shall be prohibited from making a claim against NJFCU for the error. You will immediately contact NJFCU regarding such error as set forth below.

Telephone NJFCU FCU at: 973-785-9200
Or email NJFCU at: ElectronicServices@njfcu.org

Fees. NJFCU does not charge a fee to use NJFCU Online Banking; however, you understand and agree that other fees may apply and you are responsible for any such fees. Please refer to our fee schedule.

Your Responsibilities. You represent and agree to the following by enrolling in NJFCU Online Banking or by using the Service:

- **Account Ownership/Accurate Information.** You represent and warrant that you are the legal owner of the Accounts and other financial information which may be accessed via NJFCU Online Banking. You represent and warrant that all information you provide to us in connection with NJFCU Online Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using NJFCU Online Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent and warrant that you are an authorized user of the device you will use to access NJFCU Online Banking.
- **User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using NJFCU Online Banking. You agree not to leave your PC or mobile device unattended while logged into NJFCU Online Banking and to log off immediately at the completion of each access by you. You agree not to provide your NJFCU Online Banking username, password or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means to access NJFCU Online Banking, you are responsible for any transactions they authorize and we will not be liable for any losses or damages resulting therefrom. You agree not to use any personally identifiable information when creating shortcuts to your Account.
- **User Conduct.** You agree not to use NJFCU Online Banking or the content or information delivered through this Service in any way that would: (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of NJFCU Online Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to NJFCU Online Banking; (i) interfere with or disrupt the use of NJFCU Online Banking by any other user; or (j) use this Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

Indemnification Obligation. Unless caused by our intentional misconduct or gross negligence, you understand and agree to indemnify and hold NJFCU (and its members, officers, employees and affiliates harmless) harmless

from and against any and all claims, actions, damages, liabilities, costs, and expenses, including but not limited to, reasonable attorneys' fees and expenses arising from your: (i) negligent or intentional conduct; (ii) use of the Service; and/or (iii) breach of this Disclosure and Agreement (including, but not limited to, any breach of the warranties, representations, or obligations contained in this Agreement). You understand and agree that this paragraph shall survive the termination of this Agreement.

Disclaimer of Warranties. NJFCU'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES AND YOUR RIGHTS AND REMEDIES, SET FORTH IN THIS AGREEMENT, ARE EXCLUSIVE. YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES: (i) WILL MEET YOUR REQUIREMENTS; (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

Limitation of Liability. NJFCU's liability for errors or omissions with respect to the data transmitted or printed by NJFCU will be limited to correcting the errors or omissions, subject to the limits stated in this Agreement. YOU AGREE THAT NJFCU FCU WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICES, INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF NJFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Governing Law. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of New Jersey, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in any United States federal court or state court located in the State of New Jersey, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Miscellaneous. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction,

such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver by us of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by an authorized representative of the NJFCU. No waiver by us shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

By clicking “I Agree”, you:

- Acknowledge you have read and understand this **NJFCU Online Banking Agreement**;
- You represent to the NJFCU that the device you intend to use in connection with this Service meets the requirements above; and
- You agree to receipt of this Agreement and all updates to this Agreement in electronic form.

North Jersey Federal Credit Union Online Statement Access Agreement

**PLEASE READ THIS AGREEMENT COMPLETELY BEFORE INDICATING YOUR AGREEMENT TO ACCEPT YOUR PERIODIC STATEMENTS AND RELATED DISCLOSURES ELECTRONICALLY.
TRANSMITTAL OF ELECTRONIC STATEMENTS**

By clicking on the “I Agree” button below and electing to receive your statements electronically, you:

- Acknowledge you have read and understand the NJFCU (“Credit Union”) Online Statement Access Agreement (“Agreement”);
- Agree to accept your NJFCU periodic statements, and all disclosures related to your statements, electronically by a visual text to be displayed on your device;
- Request that your eStatement Availability Notice be transmitted to you electronically; and
- Agree to the terms and conditions set forth in this Agreement.
- **Definitions:** As used in this Agreement, the following terms have the following meanings:
- **“Account(s)”** means your eligible NJFCU FCU share savings, share draft checking, loan, and other NJFCU products that can be accessed through NJFCU Online Banking;
- **“You”, “Your(s)”, and “Member”** mean each person with authorized access to your Account(s) who applies and uses NJFCU Online Banking; and

- **“NJFCU”, “We”, “Our”, “Us” and “Credit Union”** means North Jersey Federal Credit Union.

Your consent to receive your eStatements electronically applies only to your periodic Account eStatement and related disclosures. The Credit Union will include ‘Your Billing Rights’ notice with each periodic statement.

You acknowledge and agree that by requesting your Account statements be delivered electronically, you will not receive paper statements in the mail. However, this Agreement does not affect your right to receive a paper statement. A fee may be charged to print a prior statement. Following eStatement activation and the closure of your next periodic statement cycle, a Credit Union eStatement Availability Notice will be sent to the email address you provided. Once enrolled you will be able to access up to eighteen (18) months of account history beginning at the time of enrollment.

You acknowledge and agree that if the Credit Union has reason to believe that the transmission of your statements electronically is no longer viable or that any such transmission may give rise to security or operational concerns, the Credit Union may without notice cease the electronic delivery of your statements and provide you with paper statements. You acknowledge that:

- Any email address you provide to the Credit Union is accurate;
- You will promptly notify the Credit Union, by signed letter mailed or faxed to the Credit Union, of any change in your email address. You may also update your email information within NJFCU Online Banking;
- You have a computer that meets the minimum system requirements; and
- You have a printer or have access to a printer with the ability to download information in order to keep copies of your statements for your records.

You may un-enroll from the eStatement process, at any time by contacting the Credit Union at 973-785-9200 or mailing to: 711 Union Boulevard, Totowa, NJ 07512 a signed request to the Credit Union.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

You agree to the terms of the “Indemnification Obligation” clause as specified in NJFCU Online Banking.

NJFCU reserves the right to amend, add to, or delete the terms and conditions of this Agreement and, unless otherwise required by law, the NJFCU may notify you of an amendment electronically. In addition, the NJFCU may mail or deliver a separate notice, statement message or electronic message.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not

affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

No waiver by us of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by an authorized representative of the Credit Union. No waiver by us shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction). Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in any United States federal court or state court located in the State of New Jersey, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Credit Score and Report Authorization

As a feature of your digital banking account, we will provide you with the Credit Score and report access provided by SavvyMoney, Inc. This is a soft pull and will not affect your credit score. You authorize SavvyMoney, Inc. to obtain your credit report for the purposes of securely verifying your identity, your credit score, and to share your credit score and credit information with our Service Providers for the purposes of providing personalized offers to you as set forth in the SavvyMoney Terms of Service and Privacy Policy. You understand that SavvyMoney will obtain and share your credit score, credit information and credit profile now and on an ongoing basis as long as you are a user of this account, or until you revoke this authorization as outlined in the SavvyMoney, Inc. Terms of Service. You agree that your authorization constitutes your 'written instructions' under the Fair Credit Reporting Act. By checking the 'I agree to the terms and conditions box' and by clicking submit, you are accepting SavvyMoney, Inc. [Terms of Service](#) and [Privacy Policy](#). You are also agreeing to the Authorization to Obtain Credit Report.